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# Commission Minutes

**To:** NCPA Commission

**From:** Trisha Zimmer, Assistant Secretary to the Commission

**Subject:** NCPA Commission Meeting – January 19, 2023

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

Chair Jerry Serventi called the meeting to order at 9:40 am at The Kimpton Sawyer Hotel, 500 J Street, Sacramento, CA. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

The meeting was adjourned at 9:42am and re-convened at 10:40am.

## 2. *Approve Minutes of the November 3, 2022, Regular Commission Meeting.*

MOTION: A motion was made by Suds Jain, and seconded by Pauline Roccucci to approve the minutes of the December 1, 2022, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc			X
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		

## PUBLIC FORUM

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

## **REPORTS AND COMMITTEE UPDATES**

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

- Thanked NCPA staff for their efforts in organizing this year's Strategic Issues Conference.
- The energy market continues to be very volatile causing natural gas and energy prices to remain high.
- There have been a number of new Legislators signed on to California. With new members, come new ideas.
- Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES) – NCPA was successful in being encouraged to submit an application. ARCHES will review the proposed projects (over 100) in California. The most feasible will be selected – most likely 6-8 will be chosen.
- Our Members seemed to have fared the most recent storms in California well. Some of our Members are currently assisting SMUD with the downed trees and power lines throughout Sacramento. NCPA's plants weathered the storm well with only some wind damage and minor flooding.

### **4. Executive Committee**

Committee Chair Serventi reported the Executive Committee met December 1 and December 12, 2022. The Committee heard reports from the General Manager and General Counsel. The Committee also met in closed session during both meetings. No reportable action was taken in closed session.

### **5. Facilities Committee**

Assistant General Manager Tony Zimmer reported the Committee met twice since the last Commission meeting. The Committee discussed today's Commission meeting items 15, 17, 18, 19, 20 at their December 7<sup>th</sup> meeting and items 16, 21, 22, 23 at their January 4<sup>th</sup> meeting. A quorum of the Committee was established at both meetings, and recommended Commission approval of all items. The next Committee meeting is scheduled for February 1<sup>st</sup>.

### **6. Finance Committee**

Committee Chair Catalina Sanchez reported the Finance Committee has not met since the last Commission meeting. The next Finance Committee meeting is scheduled for February 7<sup>th</sup>.

### **7. Legal Committee**

General Counsel Jane Luckhardt reported the Committee met twice since the last Commission meeting. The Committee discussed litigation items in Closed Session with no reportable action taken. They also discussed how to address CEQA exemptions and a more efficient way of reporting them. The next Committee meeting will be held on February 2<sup>nd</sup>.

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

Committee Vice-Chair David Hagele thanked everyone for attending the Strategic Issues Conference. Members were encouraged to join NCPA Staff at Capitol Day on February 6<sup>th</sup> in Sacramento. Vice-Chair Hagele reminded the group to mark their calendars for this year's NCPA/NWPPA Federal Policy Conference which will be held April 30-May 4 in Washington DC. Registration for this event will be available soon. The next L&R Committee meeting is scheduled for February 22<sup>nd</sup>. This meeting will include a budget workshop.



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

Mikey Hothi, City of Lodi's new Mayor, will be representing Lodi on the NCPA Commission. Councilman, Cameron Bregman will serve as Lodi's Alternate Commissioner. Also, Jake Carter was introduced as the City of Gridley's new Utility Director. The group welcomed them and Randy Howard thanked them for joining NCPA.

## 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.

MOTION: A motion was made by Doug Crane, and seconded by Catalina Sanchez to approve the Consent Calendar consisting of Agenda Items 10 through 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			X
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		

**10. *NCPA's Financials for the Month Ended November 30, 2022*** – approval by all members.

**11. *Treasurer's Report for the Month Ended November 30, 2022*** – accept by all members.

**12. *Treasurer's Report for the Month Ended December 31, 2022*** – accept by all members.

**13. *Disposal of Northern California Power Agency Surplus Property*** – note and file the report by all members for the disposal of the following: 2005 F350 Ford pick-up from Hydro.

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

**14. *Approval of Amended 2023 NCPA Committee Meeting Calendar*** – Updated March Legal Committee date.

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

**15. *Resolution 23-01, Authorize NCPA's General Manager to Execute Confirmation Number 0280 for EvapTech, Inc. Services to the City of Roseville/Roseville Electric Utility and Issue a Purchase Order Under the Support Services Program*** – adopt resolution by all members authorizing the General Manager or his designee to execute Confirmation Number 0280, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to EvapTech, Inc. for cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities.

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

- 16. Resolution 23-03, Authorize Northern California Power Agency General Manager to Execute Confirmation Number 0290 for Performance Mechanical, Inc. Resolution 23-03, Authorize NCPA's General Manager to Execute Confirmation Number 0290 for Performance Mechanical, Inc. Services to the City of Roseville/Roseville Electric Utility and Issue a Purchase Order Under the Support Services Program** – adopt resolution by all members authorizing the General Manager or his designee to execute Confirmation Number 0290, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to Performance Mechanical, Inc. for HRSG maintenance, piping work, hydrotesting, other needed maintenance, outage support, and parts supply for the Roseville Energy Park facilities during its spring 2023 outage.

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

- 17. Resolution 23-04, Mead & Hunt, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering, Environmental and Regulatory Services; Applicable to the following: All NCPA Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Mead & Hunt, Inc. for engineering services, environmental and regulatory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

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

- 18. Resolution 23-05, Sabah International Incorporated – Five Year Multi-Task General Services Agreement for Fire System Maintenance Services; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

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

- 19. Resolution 23-06, Nor-Cal Battery Company – Five Year Multi-Task General Services Agreement for Battery Related Maintenance Services; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with NorCal Battery Company for battery related maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

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

**20. Resolution 23-07, Trinity Consultants, Inc. – Five Year Multi-Task Professional Services Agreement for Air Quality Compliance Support Services; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager to enter into a Multi-Task Professional Services Agreement with Trinity Consultants, Inc. for air quality compliance support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

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

**21. Resolution 23-12, 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEPP). Applicable to the NCPA Geothermal Facility.** – adopt resolution by all members authorizing the General Manager or his designee to enter into the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for SEGEPP between NCPA and Geysers Power Company, LLC, extending the term of Exhibit A to the Agreement through September 17, 2028, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

**Fiscal Impact:** Approval of the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for SEGEPP will result in approximately \$60,000 to \$90,000 per year in revenue for NCPA.

## **DISCUSSION / ACTION ITEMS**

**22. Resolution 23-08, Find the Proposed Activities of the Combustion Turbine Facilities 2023 Outages Qualify for CEQA Categorical Exemptions Found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§ 15000 et seq.)** – adopt resolution by all members finding the proposed activities of the Combustion Turbine Facilities 2023 Outages qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§ 15000 et seq.).

**Fiscal Impact:** Approval of these CEQA findings has no direct fiscal impact to the Agency.

Assistant General Manager Michael DeBortoli provided a verbal overview of the CEQA requirements for the planned 2023 Combustion Turbine Facilities Outages. The proposed activities are found to be CEQA exempt.

**MOTION:** A motion was made by Mikey Hothi and seconded by Doug Crane to adopt the resolution finding the proposed activities of the Combustion Turbine Facilities 2023 outages qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§ 15000 et seq.). 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			X
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		
Plumas-Sierra	Y		

- 23. Resolution 23-09, Combustion Turbine Facilities 2023 Outages; Applicable to the Following: Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility** – adopt resolution by all members authorizing the Combustion Turbine Facilities 2023 outages and delegate authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not to exceed \$464,500, to be funded from the Maintenance Reserve.
- Fiscal Impact:** The budgetary funds to complete the CT Facilities 2023 Outages will come from the pre-collected funds in the Maintenance Reserve. Upon completion of the Combustion Turbine Facilities 2023 Outages, the total cost shall not exceed \$464,500.

Assistant General Manager Michael DeBortoli discussed the Combustion Turbine Outages planned for this year to the Commission. The total cost of these outages will not exceed \$464,500.

**MOTION:** A motion was made by Doug Crane and seconded by Suds Jain to adopt the resolution authorizing the Combustion Turbine Facilities 2023 outages and delegate authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not to exceed \$464,500, to be funded from the Maintenance Reserve. 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			X
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner			X
Ukiah	Y		
Plumas-Sierra	Y		

**24. Resolution 23-10, Find: 1) the California Energy Commission (CEC) exercised its exclusive jurisdiction and licensed NCPA's Lodi Energy Center facility on April 21, 2010, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Lodi Energy Center 2023 Spring Outage is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 et seq.)** – adopt resolution by all members acknowledging CEC exclusive jurisdiction of LEC and applicable CEQA exemptions; and finding: 1) the CEC exercised its exclusive jurisdiction and licensed NCPA's Lodi Energy Center facility on April 21, 2010, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Lodi Energy Center 2023 Spring Outage is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 et seq.).

**Fiscal Impact:** Approval of these CEQA findings has no direct fiscal impact to the Agency.

Assistant General Manager Michael DeBortoli provided a verbal overview of the CEQA requirements for the planned 2023 Lodi Energy Center Outage. The proposed activities are found to be CEQA exempt.

**MOTION:** A motion was made by Doug Crane, and seconded by Catalina Sanchez to adopt resolution finding: 1) finding: 1) the CEC exercised its exclusive jurisdiction and licensed NCPA's Lodi Energy Center facility on April 21, 2010, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Lodi Energy Center 2023 Spring Outage is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 et seq.). 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			X
Palo Alto		X	
Port of Oakland	Y		
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		
Plumas-Sierra	Y		X

**25. Resolution 23-11, Lodi Energy Center 2023 Spring Outage; Applicable to the Following:**

**NCPA Lodi Energy Center Facility** – adopt resolution by all members authorizing the Lodi Energy Center (LEC) 2023 Spring Outage 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 \$3,740,362.

**Fiscal Impact:** The budgetary funds to complete the 2023 LEC Spring Outage include \$2,008,392 of pre-collected funds in the Maintenance Reserve. Additional funds in the amount of \$385,000 were anticipated in the Fixed Maintenance and \$1,021,970 in the O&M Project Annual Outage Project. All funds are a part of the FY2023 routine O&M budget. Upon completion the LEC 2023 Spring Outage, the total cost shall not exceed \$3,740,362.

Assistant General Manager Michael DeBortoli provided an overview on the LEC 2023 Spring Outage. The total cost of the outage will not exceed \$3,740,362.

**MOTION:** A motion was made by Cindy Sauers, and seconded by Bo Sheppard to adopt the resolution authorizing the LEC 2023 Spring Outage 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 \$3,740,362. 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			X
Palo Alto		X	
Port of Oakland	Y		
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		
Plumas-Sierra	Y		

## **NEW BUSINESS**

No new business was discussed.

## **ADJOURNMENT**

The January 19, 2023 Commission meeting was adjourned at 11:26am by Chair Serventi.

Respectfully submitted,  
//  
JERRY SERVENTI  
Commission Chair

Prepared by,  
//  
TRISHA ZIMMER  
Interim Assistant Secretary to the Commission

Attachments

DRAFT



**Commission Meeting**  
**January 19, 2023**  
**COMMISSIONERS**  
**Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Sam Serrano</i>
2 - BIGGS	<i>Bob Sheppard</i>
3 - GRIDLEY	<i>Catalina Sanchez</i>
4 - HEALDSBURG	<i>[Signature]</i>
5 - LODI	<i>Mickey Hutton</i>
6 - LOMPOC	
7 - PALO ALTO	<i>Dean Balcheta</i>
8 - PLUMAS-SIERRA REC	<i>Michael Broze</i>
9 - PORT OF OAKLAND	<i>Torel Carpenter</i>
10 - REDDING	<i>Nicholas Zettel - Attorney &amp; Commissioner</i>
11 - ROSEVILLE	<i>Pauline Rocucci</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	<i>Suds Jain</i>
14 - SHASTA LAKE	<i>Tanner Tollen</i>
15 - TRUCKEE DONNER	
16 - UKIAH	<i>Ronald F. Crow</i>



**Commission Meeting**  
**January 19, 2023**  
**Attendance List**

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

NAME	AFFILIATION
Cindy Sauers	City of Ukiah
Jack Carter	City of Gridley
Basil Wong	SVP
PAULO APOLINARIO	SVP
TERRY CROWLEY	MEADOWSBURG
Nico Procos	Alameda
Dan Beans	Roseville
James Takekura	Shasta Lake
Torel Carpenter	Port of Oakland
Jeff Berkheimer	City of Lodi
Cameron Bregman	City of Lodi
Tony Zimmer	NCPA
Monty Hanks	NCPA
Brynn Bryant	NCPA
Randall Kramer	NCPA
Rafael Santana	NCPA
MARC PELLETIER	NCPA
Michael DeBortoli	NCPA
Jane Luckhardt	NCPA
Randy Howard	NCPA
Wish Zin	NCPA

**SUPPORT SERVICES PROGRAM STATUS REPORT**  
**February 13, 2023**

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



**SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS**

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0291	Truckee Donner PUD	2/8/23	\$ 62,500.00	ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 Program Review and 2023 Program review and free-ridership analysis.
0289	Truckee Donner PUD	1/31/23	\$ 24,180.00	Guidehouse, Inc.; Independent evaluation services for TDPUD's Wildfire Mitigation Plan
0288	City of Palo Alto	2/1/23	\$ 77,740.00	Acterra; EV education activities for the City of Palo Alto Utility as detailed in its proposal during 2023.
0287	City of Palo Alto	2/3/23	\$ 41,180.00	Ascend Analytics; provide analysis re Palo Alto's Electric Supply Portfolio Planning, as detailed in proposal.
0284	City of Santa Clara	2/3/23	\$ 89,518.00	Cadmus Group, LLC; conduct an impact evaluation of SVP's Commercial Rebate Programs targeting lighting, data centers, controls, and other applications, and evaluate the impact of small business grant measures.
0283	Alameda Municipal Power	11/29/22	\$141,075.00	Cooperative Response Center; for after-hours answering services for 36-month period through November 2025.
0281	Truckee Donner PUD	11/23/22	\$ 25,227.00	Dudek; Comprehensive revision of TDPUD Wildfire Mitigation Plan pursuant to AB 1054 and PUC section 8387; including review, collection of data, and WMP revision.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0276	City of Palo Alto	10/21/22	\$ 10,383.00	Dudek; Review and provide assessment of 2023 Wildfire Mitigation Plan and report findings.
0275	Alameda Municipal Power	10/21/22	\$ 46,675.00	Utility Financial Solutions; for Electric Cost of Service Study.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0274	City of Roseville	9/27/22	\$ 67,900.00	EES Consulting; for Cost of Service analysis including four primary tasks including develop 10-year financial model that feeds directly to a COSA model, customize a COSA model including analysis of all financial, load, and rate inputs, develop a rate design model and alternatives, and develop a line extension model for new development in the City.
0270	City of Lompoc	1/1/23	\$125,000.00	Power Engineers, Inc.; provide system impact study for new development projects and other engineering services within Scope included in NCPA agreement.
0269	City of Lodi	10/18/22	\$281,460.00	Cooperative Response Center, Inc.; after-hours answering services for Lodi Electric and Lodi Public Works departments for three-year period.
0268	City of Roseville	2/1/23	\$687,492.00	Precision Iceblast Corporation; HRSG Deep cleaning for two units, including scaffolding, Confined Space rescue team for work onsite for planned April outage.
0267	City of Redding	10/5/22	\$ 12,093.00	Dudek; Wildfire Mitigation Plan review, secondary review, and presentation to Redding Council if requested.
0266	City of Healdsburg	9/20/22	\$ 27,995.00	Dee's Design Box; graphic design services for various projects including bill inserts, direct mail flyers, and as requested and included in contract's scope of work.
0263	Truckee Donner PUD	9/26/22	\$ 56,865.00	NorCal Power Services, LLC; maintenance testing at Tahoe Donner substation.
0262	Port of Oakland	9/28/22	\$ 34,675.00	Black & Veatch; perform engineering and substation support including analysis and review of diagrams and other information for assistance with distribution planning.
0260	City of Roseville	8/18/22	\$ 30,357.00	Montrose Air Quality Services, LLC; Source testing, rata testing, and emissions testing at REU facilities
0258	Alameda Municipal Power	6/6/22	\$ 46,390.00	Dee's Design Box; Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets for FY23.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParameters; Grant writing services.
0256	Alameda Municipal Power	8/3/22	\$ 55,377.00	ADM Associates, Inc.; EM&V study on two of AMP's energy efficiency programs, Energy Plus and EAP Plus for FY2020 and 2021.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Online process allows customers to obtain bids for consideration. Including White Label Package with standard reporting. (No actual installation included in the services.)
0251	City of Santa Clara	5/3/22	\$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting.
0249	City of Lodi	7/21/22	\$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs and other income qualified customer programs through FY25.
0246	Port of Oakland	2/3/22	\$ 76,726.00	Aspen Environmental; perform a Utilities Rate Study to provide analysis of the current rate input information and what level of full rate study could be needed.
0245	City of Palo Alto	3/23/22	\$ 44,825.00	Cool the Earth; Energy efficiency services including 12 online Electric Vehicle (EV) 101 or 102 workshops and two group Buy EV Discount campaigns.
0244	City of Palo Alto	2/24/22	\$ 71,800.00	Acterra; host 19 energy efficiency events to raise awareness of electric vehicles and EV adoption.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0242	City of Redding	12/10/21	\$ 26,645.00	Cameron-Cole LLC; verification services for REU power plant GHG emissions for compliance with the Regulation for mandatory CARB reporting. Services for emission years 2021 and 2022.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0241	City of Roseville	3/22/22	\$ 32,500.00	DNV Energy Services USA Inc.; energy efficiency services in CY22 including EMV, verification services, and technical advisory services as requested.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including electrification and clean transportation courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
0238	City of Roseville	10/21/21	\$ 18,945.00	Dudek; Wildfire Mitigation Plan review.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236	City of Santa Clara	3/1/22	\$422,368.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224	City of Healdsburg	7/1/21	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0218	City of Redding	6/15/21	\$200,785.00	Bell Burnett & Associates; consulting services to prepare Mitigation Implementation Plan and conduct review of REU's Capital Program and make recommendations about most efficient means of implementation.
0204	City of Lompoc	3/30/21	\$125,000.00	MFP Connect, Inc.; provide personnel services to lead special project-onboard energy consultant with extensive T&D experience to assess system health, recommend/prioritize critical path maintenance, develop comprehensive CIP and additional duties as requested by UD.
0186 Amd.	Alameda Municipal Power	9/21/20	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY23.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0080	City of Roseville	7/11/18	\$148,084.00	Siemens Energy, Inc.; Year 5 of 5-year T-3000 Maintenance Program.
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 5 of 5-year T-3000 Maintenance Program.

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

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0259	City of Burbank/ Burbank Water & Power	10/26/22	\$134,010.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations.
0250	City of Lodi	8/18/22	\$ 52,830.00	Efficiency Services Group, LLC; provide "Keep Your Cool" commercial refrigeration program to help commercial business owners save energy during FY22 and FY23.
0223	Alameda Municipal Power	8/30/21	\$270,000.00	The Energy Federation, Inc.; eCommerce marketplace platform and fulfillment for customers; downstream rebate processing.



<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0222	City of Santa Clara	11/15/21	\$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.



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# Commission Staff Report

AGENDA ITEM NO.: 5

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**Date:** February 23, 2023

**To:** NCPA Commission

**Subject:** February 1, 2023 Facilities Committee Meeting Minutes and February 8, 2023  
Special Facilities Committee Meeting Minutes

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



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# Minutes – Draft

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**Date:** February 3, 2023  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** February 1, 2023 Facilities Committee Meeting Minutes

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- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:07 am. Attending via teleconference/on-line presentation were Midson Hay (Alameda), Dennis Schmidt (Biggs), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), and Cindy Sauers (Ukiah). Those attending in person are listed on the attached Attendee Sign-in Sheet. Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Committee Representatives from BART, Gridley, Healdsburg, Plumas-Sierra, Shasta Lake, and TID were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

- 2. Approval of Minutes form the January 4, 2023 Facilities Committee meeting.**

Motion: A motion was made by CJ Berry and seconded by Khaly recommending approval of the January 4, 2023 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. ABSTAIN = Ukiah. The motion passed.

- 3. Nexant Cost Allocation Model Billing Determinants for FY 2024** – Staff presented background and was seeking a recommendation for Commission approval of the billing determinants that will be used in the FY 2024 Nexant Cost Allocation Model.

In preparation for FY 2024, the Nexant model uses the previous year's calendar year data for 2022 as determinants for use as allocators for Members' budget costs. Determinants include resource data such as nameplate and maximum operating capacity values, Day Ahead, Hour Ahead and real time energy and ancillary service schedules used internally within NCPA and those sent to the CAISO in addition to intertie schedules, inter-SC trades, load meter data, contract deals, etc.

Contract deal counts and hourly counts used as bill determinants have declined each of the past three years, potentially skewing costs. Staff proposed to modify the current 1/3 allocation split between contract deals and Pool Resources based on the ratio of contracted energy and pool resource energy to total energy by calendar year. The new proposed allocation split is Load: .333; Contracts: .241; Pool Resources: .426.

The final allocated results for FY 2024 indicated the biggest increases to Biggs, BART, and TID, by approximately 14.89%, 4.89%, and 2.80% respectively, with the updated CY 2022 determinants. Members with the biggest decreases include Plumas-Sierra and Lompoc at 15.28% and 11.25% 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.

After discussion between Committee Members and staff regarding the significant cost increase to Biggs due to a couple of contract deals, it was decided that staff would go back and remove these contracts. Staff will bring the updated final model results with these contracts removed to the Special Facilities Committee meeting on February 8, 2023 for final review. Staff will seek a recommendation for Commission approval at that time.

- 4. NCPA Casualty Insurance Renewals** – Staff presented background information and was seeking a recommendation for Commission approval to renew the Agency's excess liability, worker's compensation, and automobile insurance programs for March 2023 to March 2024.

Alliant Insurance Services has aggressively marketed the primary liability program to ensure best-in-class pricing, terms, and conditions. Staff is happy to report that AEGIS has agreed to keep the Wild Fire Surcharge flat for the 2023 renewal at \$500,000. Ironshore, who provides \$15M of the \$75M total liability coverage, has decided to discontinue writing policies for this book of business. Alliant is currently marketing that portion of the Excess Tower but is anticipating a 40% increase in premium driven by only a few firms underwriting liability policies. While Alliant estimates an increase of 10-15% for the remaining lines of the program (resulting in a new premium of approximately \$1.8 million), staff recommends establishing a not-to-exceed of \$2,210,000 to provide sufficient headroom for the General Manager to bind coverage.

Since LEC has no transmission lines and is not located in one of the CPUC's wildfire threat zones, Liability insurance is much easier and more cost-effective on a separate policy. While Alliant estimates an increase of 15% to the program (resulting in a new premium of approximately \$190,000), the LEC PPC recommends establishing a not-to-exceed of \$210,000 to provide sufficient headroom for the General Manager to bind coverage.

**Motion:** A motion was made by CJ Berry and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to negotiate and bind the Casualty Insurance program for the term starting March 1, 2023, and ending March 1, 2024, at a not-to-exceed premium of \$2,210,000 for the Northern California Power Agency and Lodi Energy Center. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

## **INFORMATIONAL ITEMS**

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

### **NCPA Project Development (PPA)**

- **Zero Waste Energy Development (ZWED)**
  - SB-1383: Compliance Goal

- 1.6 MW LF Gas: Existing Facility
- Participants: Santa Clara and Palo Alto
- Products: Energy, RPS, and RA
- Term: 10 Year Term
- Operations: Seller to act as Scheduling Coordinator
- Price: To Be Discussed
- Negotiation Status: Active

### **Scheduling Coordinator Services**

#### ▪ **City of Lodi Strategic Reserve**

- Lodi is working with CDWR to install additional capacity in support of the State Strategic Reserve Program with a 48+ MW natural gas facility
- Operator: Enchanted Rock
- Interconnection: City of Lodi
- NCPA Role: Act as Scheduling Coordinator for the facility
- Use: To be dispatched under limited circumstances
  - CAISO system emergency (EEA1, EEA2, EEA3)
  - In response to local transmission emergency
- Timing: Goal for Summer 2023 operations
- Status: Now engaging in initial discussions

### **Geysers Geothermal – Next Steps**

#### ▪ **Purchase Agreements**

- RPS Agreement and RA Agreement
  - Effective Date: December 23, 2022
- Geysers Geothermal Third Phase Agreement
  - Effective Date: December 22, 2022

#### ▪ **Next Steps**

- Project Participation Percentage Transfer Deadline
  - Deadline: April 30, 2023
- Key Steps Required:
  - Provide written notice of intent to accept transfer to NCPA
  - Execute the Geysers Geothermal Third Phase Agreement by the Transfer Completion Deadline

### **NCPA Renewables RFP**

#### ▪ **Luna Valley PV Only**

- Product: Energy plus PPC1 Bundled RECs, No RA
- Location: Luna Valley in Fresno County
- Interconnection: PG&E Tranquility 230 kV substation
- Project Status: Site control, executed LGIA
- COD Target: June 2025
- Price: To Be Discussed
- Option for consideration: Index plus consideration
- Next Steps: Seeking Member interest

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



**CTs** – CT1 had 0 starts of 0 forecasted. FYTD total is 84 starts. CT2 had 0 starts of 3 forecasted. FYTD total is 21 starts.

- **Forced Outages**
  - CT2 on 1/9/23 at 1418 thru 1/9/23 at 2400; Staff discovered a section of the bus duct cover blew off exposing the connections on the transformer low side 13.8kV. After assessing the cover—the plate lifted due to high winds—staff found the self-tapping screws were still attached to the cover plate. The transformer connections were cleaned, bus duct inspected, electrically tested, and installed new hardware on the cover, then restored during the outage.
- **Planned Outages**
  - CT1 Lodi – 2/1/23 thru 2/28/23
  - CT1 Alameda – U1/U2- 3/1/23 thru 3/31/23
  - CT2 STIG – 4/1/23 thru 4/30/23

CT1 Lodi run hours is 0 (0%) of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 6.68 hours of 20, and Unit 2, 6.99 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for December 2022.

**Geo** – There was one safety incident to report for the month of January. An employee slipped on ice resulting in a knee injury. Severe weather with 90 mph winds caused structural damage to parts of the Geo facilities. The average net generation level for January was 72 MW. Total average net generation was 53.5 GWh. The FY 2023 net generation goal is 734 GWh. FY 2023 actual net generation was 425.9 GWh YTD at 1.3% over the forecasted net generation of 420.5 GWh YTD. Steam Field repairs included the Well J-5 steam leak repair. The Unit 4 Overhaul is progressing. The general scope of work for the Unit 4 overhaul includes:

- **Unit #4 Overhaul**
  - Reassembled Turbine Generator in January
  - Working to bring Plant 1 back online
- **PG&E Transmission Line Outage – January 26, 2023**
  - Conducted repairs to Plant 1 Stretford

**Hydro** – Collierville (CV) Power House was at 100% availability and New Spicer Meadows (NMS) Power House was at 90% availability during the month of January. January precipitation was 13.9 inches based on the 5 – Station Index. The snow pack is at 209% of average for this date.

#### **Hydrology**

- **New Spicer Meadows Reservoir Storage**
  - 840 acre feet increase (1%) month-over-month
  - 80,300 acre feet to 81,140 acre feet
    - 65,140 acre feet at this time last year
    - Forecasts indicate substantial probability of filling/spilling Spicer
  - Optimizing stored water
    - Increased Spicer draft to ~400 cfs beginning 1/18
    - Anticipate elevated drafts through February
    - Monitor snowpack, runoff, and market

#### **Current Events**

- **Projects**
  - Utica gate motor installation planned for February
    - Flight required
  - Base-mapping underway for Clarks Creek along CV PH
  - Spicer campground water tank evaluation complete
    - Developing engineer's estimate for coating
- **Regulatory**
  - Preparing the USGS water year report

## 7. Planning and Operations Update

### - Resource Integrations In Progress

- o City of Lodi Strategic Reserve – June 2023
- o Dagget Solar / Storage – Q3 2023
- o Sandborne Storage – Q3 2023
- o Scarlet Solar / Storage – Q3 2023
- o Proxima Solar / Storage – Q1 2024
- o Deer Creek – On Hold

- **Market Conditions** – Natural gas prices reached record sustained prices in December 2022, and January 2023. Prices have come down since then, and have leveled off to a much more reasonable price.

- **Meter Maintenance Program Development** – In the past, NCPA has administered a Meter Maintenance Program on behalf of select Members. The program is now expired. CAISO Certified Meters must be certified and repaired in short order. NCPA staff has been experiencing a growing number of challenges without the Meter Maintenance Program in place. Staff proposed developing a new Meter Maintenance Program. Staff received bids from two vendors – Trimark Associates with a final bid of \$247,000 annually, and Ulteig with a final bid of \$148,000 annually. Staff is currently working on a General Services Agreement with Ulteig for the meter maintenance, and development of a separate Meter Maintenance Program Agreement. This item will be brought back for final review and a recommendation for Commission approval at a future meeting.

## 8. NCPA Geothermal Facility – Geo Battery Energy Storage System – Geothermal lead a discussion regarding a possible Battery Energy Storage System at Geo.

NCPA's geothermal facilities are not exporting at full line capacity due to declining steam pressures in the geothermal steam reservoir. NCPA is assessing a battery energy storage system that could utilize available capacity on the NCPA GEO 230kV transmission lines. The development of a proposed battery energy storage system at NCPA GEO Plant 2 will be broken into three phases. The Geo Plant 2 contains Units 3 and 4. Plant 2's original total capacity was 110 MW. NCPA retired Unit 3 in 2010, due to resource changes. Unit 4 now exports 40 MW. NCPA has approximately 70 MW of available capacity on the Fulton transmission line.

### Proposed Operational Benefits of GEO BESS

- Allows for massive scheduling flexibility of GEO Plant 2
  - RA, Peaking, etc.
- Effectively becomes "Turbine Bypass"
  - No wasted steam (MW)
  - Negative pricing events
  - Minor transmission line work, switching, etc.
- Once charged, can be held full
  - RA
  - Baseload
  - Minor plant work

### Geo Plant 2 BESS Assumptions

- 70 MW/280 MWh Size (4 Hour Batteries)
  - Largest size based on available remaining existing transmission capacity.
- Tesla Megapack
  - The Tesla Megapack was used for preliminary conceptual design. Detailed engineering/public works procurement process will determine manufacturer of ESS containers used.
- Inflation Reduction Act Eligible

The Power Engineers Study of Phase 1.1 and the Acelerex Market Analysis of Phase 1.2 have been completed. The results are listed below for the Phase 1.2 results.

Discounted Cash Flow Summary  
Acelerex RA Value Average \$3.82 per kW-month

	<b>70 MW</b>
<b>DCF Summary (at COD)</b>	<b>25-year</b>
<b>Levered, before-tax IRR</b>	<b>9.8%</b>
<b>Levered, before-tax NPV</b>	<b>\$18,717,719</b>
<b>Unlevered, before-tax IRR</b>	<b>7.8%</b>
<b>Unlevered, before-tax NPV</b>	<b>\$13,829,001</b>

**Geo BESS 70 MW Cost Estimate – July 2022**

- Engineering - \$1,250,000
- Major Equipment - \$135,523,545
- Structures - \$427,400
- Foundations/Cable Vaults - \$6,883,580
- Trench Work/Conduit - \$1,219,359
- Cable - \$3,302,719
- Grounding - \$163,455
- Miscellaneous - \$2,005,990
- Civil Work - \$1,092,961
- Survey/Locates - \$85,000
- Permitting - \$75,000
- Construction Management - \$380,000
- Testing - \$300,000

**BESS Project Total 70 MW – \$152,709,009**

Several documents regarding the BESS Project have been uploaded to NCPA Connect for Members to review. Several questions were discussed and answered during the meeting. Staff will schedule a Special Facilities Committee meeting next month for further discussion on this item.

- 9. Schedule next meeting date** – A Special Facilities Committee meeting is scheduled for next Wednesday, February 8, 2023 to review the FY 2024 annual budget. The next regular Facilities Committee meeting is scheduled for March 1, 2023.

**ADJOURNMENT**

The meeting was adjourned at 12:27 pm by the Committee Chair.

## Northern California Power Agency

## February 1, 2023 Facilities Committee Meeting

### Attendance List

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

[illegible]

**Northern California Power Agency  
February 1, 2023 Facilities Committee Meeting  
Attendance List**

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

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





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# Minutes – Draft

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**Date:** February 14, 2023  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** February 8, 2023 Special Facilities Committee Meeting Minutes

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- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:41 am. Attending via teleconference and/or on-line presentation were Dennis Schmidt (Biggs), Terry Crowley (Healdsburg), Jiayo Chiang (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Bill Her and Paulo Apolinario (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Port of Oakland, Shasta Lake and TID, were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

- 2. Nexant Cost Allocation Model Billing Determinants for FY 2024** – Staff presented background information for final review of the Nexant cost determinants for FY 2024 Budget, and was seeking a recommendation for Commission approval of the billing determinants that will be used in the FY 2024 Nexant Cost Allocation Model.

Due to a significant cost increase to Biggs, staff reviewed and applied an adjustment to the Nexant Model associated with contract deals considered outside of the standard during normal, and more favorable hydrologic conditions. The review indicates two deals transacted for Biggs that would not occur under normal operating conditions. Justification for the adjustment is: As a Market Purchase Participant, Biggs is not typically allocated 100% of procured contract deals during more favorable hydrologic conditions. By removing these contracts from the Model, Biggs will receive a decrease to their cost rather than a significant increase. Staff discussed the updated proposed modifications to the Nexant Cost Allocation Model. Dennis Schmidt from the City of Biggs gave a big thank you to Committee Members and staff for this adjustment, and said it is very much appreciated.

**Motion:** A motion was made by Dennis Schmidt and seconded by Brian Schinstock recommending Commission approval of the proposed Nexant Cost Allocation Model. The proposed modifications to the Nexant Cost Allocation Model are:



- Apply HA Schedule Counts, aggregated at the daily level, for Eligible Intermittent Resources (EIR) not scheduled in the Day Ahead CAISO market
- Calculate SFWPA Schedule counts based on single Operating Entity for each of the four resources rather than the modeled 16 different ESP accounts used by NCPA scheduling system to allocate amounts to participants
- Add BART's generating resources to a new "Pool and BART Resources" cost allocation category for the allocation of Power Management Pool Costs for more equitable sharing of Nexant costs
- In response to declining contract volumes, deal counts and contract hours, modify the existing Pool allocation based on 1/3 split for Loads, Contracts and Pool Resources. New allocation basis is .33333 for Loads, 0.24758 for Contracts and 0.41908 for Pool & BART Resources which is determined based on the relationship of energy from Pool & BART resources and contracted energy quantities
- Approval for removal of two contract deals from the Nexant Model. In response to the recommendation of Facilities Committee Members, staff removed two contract deals allocated 100% to Biggs that would have likely not been performed during a normal hydrologic cycle

A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding The motion passed.

### **INFORMATIONAL ITEMS**

- 3. Overview of FY 2024 Annual Budget** – Staff provided an informational overview and summary of the agency FY 2024 proposed budget.

Commission direction was received in October 2022 for the FY 2024 budget. Staff preparation began in November and 2022. Member reviews are presented during February and March 2023 at the Facilities Committee meetings, LEC PPC meetings, Legislative and Regulatory meetings, Utility Director's meetings, and to the Commission in March 2023. Final review and Commission approval is scheduled for April 27, 2023.

Issues impacting the FY 2024 budget under labor include new union MOUs (IBEW and HEA) effective December 19, 2021, with general salary increases at 3.25%, two new IS tech analysts, and one HR full time employee changed to a part time intern, for a change of 1.46 FTE. The PERS Pension remains relatively flat from the prior year, OPEB contribution, which is reduced by \$766,000 to reflect UAL super funded status, and medical is increasing by 8.8%. Other issues include capital and maintenance of assets, with a target of an 8% increase for O&M and other costs targeted no higher than a 5% increase, the CPI index as of August 2022 trending above 8.2%, collection and use of reserves, risk mitigation, insurance, plant costs, and forward curves.

Transmission costs are based on the published rate which is estimated during the budget preparation. CAISO energy load costs are based on forecasted load x Dlap price based on the forward curve, with a forecasted rate increase of 40.4%. Fuel costs forecasted MMBtu x Citygate price are based on the forward curve as well.

- 4. Generation Services Budget Presentation** – Staff provided an informational presentation on the Generation Services Facilities initial proposed budget for FY 2024.

#### **Generation Services Administration Budget**

This review included Generation Services Administration FY 2024 proposed budget under operations and administration. The proposed budget under operations is increasing \$6,000 due to an increase in GS CMMS software cost. The proposed budget under administration is increasing

approximately \$1,500 for a total budget increase of approximately \$7,500 for miscellaneous administrative supplies. There was no labor included in this presentation as it's included in the plant budgets.

### **Geothermal Facilities**

- Steam Royalties are increasing due to a 43% market adjustment from \$1,750,000 to \$2,515,474
- The total routine O&M costs proposed is \$18,481,324, increasing by \$683,661
- The total proposed O&M budget is \$36,311,944, increasing by 2,079,461 at 6.1%
- Under Projects the proposed amount for Operations and Maintenance is \$6,086,770, Capital is \$2,165,225, and Maintenance Reserves is \$3,380,400 for a total amount of \$11,632,395 for an increase of \$4,231,895
- The total proposed FY 2024 budget for Geo is approximately \$47,944,339, with an overall increase of \$6,311,356, at 15.1% over FY 2023
- FY 2024 Cost to Members – (\$18,701,201)
- FY 2024 Net Benefit to Members (including REC's) - (\$30,978,331)

Staff reviewed the FY 2024 proposed O&M Projects, Capital Projects, and the Maintenance Reserve Projects pre-collection for Overhauls and Well Workovers.

### **Combustion Turbine No. 1**

Staff reviewed and discussed budget assumptions. Fuel administrative costs are up by 66%, and the maintenance reserves was increase by \$50,000 due to inflation.

- Total O&M cost is \$5,938,908 with an increase of \$1,137,337
- The total proposed FY 2024 CT1 budget is \$6,957,508, increasing by \$1,355,937
- Net cost to Members is \$2,350,340, for a decrease of \$142,853

Staff reviewed the FY 2024 O&M Projects proposed.

### **Combustion Turbine No. 2**

- Staff reviewed and discussed budget assumptions. The CT2 debt will be paid off in 2025. Air New Zealand no longer services the LM5000, which ended in 2021. Staff expects STIG will retire in 2026, or shortly thereafter. The STIG can be upgraded and repowered with an LM6000. LM6000 is capable of burning up to 45% H2 by volume.
- Total O&M cost is \$8,820,286 for a decrease of \$1,320,987
- The total proposed FY 2024 CT2 budget is \$9,185,225 decreasing by \$1,176,048
- The net cost to Members is \$5,193,523, with an increase of \$1,404,339, due to a decrease in revenues

Staff reviewed the FY 2024 O&M and Capital Projects proposed.

### **Hydroelectric Facilities**

- Routine O&M costs are increasing approximately 6.5% at \$289,348
- Labor is increasing approximately \$47,981
- Total routine O&M cost plus labor is increasing by \$337,469 for a total routine O&M proposed budget of \$10,540,449
- The total proposed projects budget is \$6,444,800 increasing by \$2,174,800

- The FY 2024 proposed total Hydro budget is \$57,648,167, increasing by \$2,134,124
- The debt obligation is the largest part of the Hydro budget which is \$34,645,995

The proposed FY 2024 Hydro budget revenue assumptions is \$52,261,502 which is an increase of \$29,065,772, including ISO energy sales, ancillary services sales, and interest income. The net cost to participants will be approximately \$5,026,665, which is a decrease of \$26,931,648.

Staff reviewed the FY 2024 proposed O&M Projects, General and Plant Project, and the Capital Development Reserve Projects pre-collection for McKays Reservoir and Dam Betterment Clean Out, FERC Relicensing, and the Beaver Creek Dredging.

Due to very high costs for future Hydro and Geo Capital Development and Maintenance Reserve Projects, Members have requested looking into financing options and other ways to mitigate and soften the Members costs.

**5. Power Management Budget Presentation** – Staff presented and reviewed Power Management’s purposed budget for FY 2024.

The Power Management budget includes Power Management Administration, Dispatch and Scheduling, Pooling and Portfolio Management, and Industry Restructuring. The proposed Power Management program costs are increasing by approximately \$569,127, from \$12,789,935 to \$13,359,062 or 4.4%. Increases to the FY 2024 proposed budget include, Schedule Coordination, Contract Administration, System Control and Data Acquisition, NERC/WECC Compliance, Pre-Scheduling, and Western Representation and Advocacy. Areas decreasing include Power Pool Operations and Settlement Standards, Pooling Agreement Coordination, Resource Planning, Optimization Risk Analysis and Industry Restructuring and Regulatory Affairs. There are no projects proposed for Power Management in FY 2024.

**6. Administrative Services Budget Presentation** – Staff provided an informational overview and presentation on Administrative Services proposed budget for FY 2024.

The FY 2024 proposed annual budget for Administrative Services and Executive Services is \$19,510,989, increasing by \$1,642,145. Increases include Outside Services/Legal Services for FERC cases, Liability Insurance and Property taxes, computer hardware and software, and communications. Areas with a decrease include travel and staff development, and projects. Allocation of administrative and general costs is 50% each based on direct labor, and program budget cost. Allocation of the occupancy costs to the business units is based on the square footage used in the main administrative building, effective usage of office equipment, and telecom units assigned. Allocation of project and programs is based on direct labor. There are no projects proposed for Administrative Services in FY 2024.

## **ADJOURNMENT**

The meeting was adjourned at 1:42 pm by the Committee Chair.


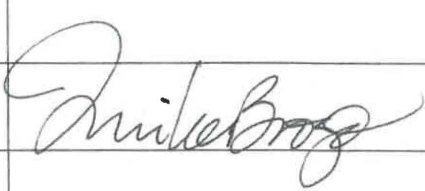


**Northern California Power Agency  
February 8, 2023 Special Facilities Committee Meeting  
Attendance List**

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

<u>NAME</u>	<u>AFFILIATION</u>
Carrie Pollo	NCPA
Nick Rossow	City of Redding
Midson Hay	Alameda
Alan Harbo III	Alameda
Wally Hauke	NCPA
Chelsea Wilhite	NCPA
Vicki Johnson	NCPA
Rylee Kelly	Roseville
Brian Schinrock	ROSEVILLE
Tony Zimmer	NCPA
Mike DeBortoli	NCPA
Eric Sim	NCPA
Mike Brozo	PSREC
Rafael Santana	NCPA
Jake Eymann	NCPA
W. PELLETIER	NCPA
Jeremy Lawson	NCPA
Sandra Ainsworth	NCPA

**Northern California Power Agency  
February 8, 2023 Special Facilities Committee Meeting  
Attendance List**

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

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




# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** December 31, 2022 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending December 31, 2022.

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the February 23, 2023 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, 2022 financial reports are also included.

**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**Attachments:**

- December 31, 2022 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of December 2022**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,895,217</b>
<b>Hydroelectric</b>	<b>3,386,618</b>
<b>CT#1 Combustion Turbines</b>	<b>81,287</b>
<b>CT#2 STIG</b>	<b>476,514</b>
<b>Lodi Energy Center</b>	<b>14,021,249</b>
<b>NCPA Operating</b>	<b>41,483,148</b>
<b>Total</b>	<b>\$ 61,344,033</b>

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

<b>PERCENT OF YEAR ELAPSED 50%</b>
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	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 3,484,251	\$ 13,567,754	\$ 19,702,876	69%	(a)
Debt Service (Net)	2,984,264	17,905,583	35,811,167	50%	
Annual Budget Cost	6,468,515	31,473,337	55,514,043	57%	
Geothermal					
Other Plant Cost	2,165,085	19,373,637	38,159,673	51%	
Debt Service (Net)	289,443	1,736,655	3,473,310	50%	
Annual Budget Cost	2,454,528	21,110,292	41,632,983	51%	
Combustion Turbine No. 1					
Fuel	5,668	1,033,367	1,213,785	85%	(b)
Other Plant Cost	285,822	2,179,104	4,387,786	50%	
Annual Budget Cost	291,490	3,212,471	5,601,571	57%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	56,705	916,927	2,226,656	41%	
Other Plant Cost	516,706	1,443,582	3,050,762	47%	
Debt Service (Net)	423,655	2,541,927	5,083,855	50%	
Annual Budget Cost	997,066	4,902,436	10,361,273	47%	
Lodi Energy Center					
Fuel	42,330,889	81,104,993	64,819,215	125%	(b)
Other Plant Cost	4,952,050	20,627,800	46,921,420	44%	
Debt Service (Net)	2,166,350	12,998,102	25,996,203	50%	
Annual Budget Cost	49,449,289	114,730,895	137,736,838	83%	
Member Resources - Energy	12,150,976	46,117,513	63,023,618	73%	(c)
Member Resources - Natural Gas	287,169	2,136,303	2,474,390	86%	(b)
Western Resources	1,062,331	11,741,279	26,100,435	45%	
Market Power Purchases	6,835,627	32,623,318	35,533,176	92%	(d)
Load Aggregation Costs - CAISO	181,452,194	552,455,852	467,468,943	118%	(e)
Net GHG Obligations	-	2,075,400	920,891	225%	(f)
	<b>261,449,185</b>	<b>822,579,096</b>	<b>846,368,161</b>	<b>97%</b>	
<b><u>TRANSMISSION</u></b>					
<b>Independent System Operator</b>					
Grid Management Charge	264,238	1,643,631	2,575,487	64%	(g)
Wheeling Access Charge	13,678,639	76,051,488	158,081,389	48%	
Ancillary Services	682,212	5,744,925	5,941,763	97%	(h)
Other ISO Charges/(Credits)	(2,263,006)	(11,006,515)	2,183,731	-504%	(i)
	<b>12,362,083</b>	<b>72,433,529</b>	<b>168,782,370</b>	<b>43%</b>	
<b><u>MANAGEMENT SERVICES</u></b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	197,737	828,447	2,231,485	37%	
Regulatory Representation	49,678	306,106	714,822	43%	
Western Representation	25,852	130,877	722,876	18%	
Customer Programs	88,177	263,914	614,825	43%	
Judicial Action	76,903	298,056	460,000	65%	(j)
<b>Power Management</b>					
System Control & Load Dispatch	735,618	3,610,437	7,504,041	48%	
Forecasting, Planning, Prescheduling & Trading	294,246	1,340,861	3,044,442	44%	
Industry Restructuring & Regulatory Affairs	41,651	226,063	438,471	52%	
Contract Admin, Interconnection Svcs & External Affairs	97,412	418,334	1,031,800	41%	
Gas Purchase Program	5,383	27,089	76,674	35%	
Market Purchase Project	7,566	38,751	112,143	35%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

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

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<b>Energy Risk Management</b>	12,444	112,976	149,552	76%	(k)
<b>Settlements</b>	58,778	321,126	1,011,963	32%	
<b>Integrated Systems Support</b>	11,488	221,172	405,072	55%	(l)
<b>Participant Pass Through Costs</b>	41,249	393,310	1,665,647	24%	
<b>Support Services</b>	282,831	734,270	-	N/A	
	<b>2,027,013</b>	<b>9,271,789</b>	<b>20,183,813</b>	<b>46%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>275,838,281</b>	<b>904,284,414</b>	<b>1,035,334,344</b>	<b>87%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	79,155,726	190,712,185	193,457,434	99%	(m)
Member Resource ISO Energy Sales	23,001,669	72,295,699	49,954,453	145%	(n)
Member Owned Generation ISO Energy Sales	48,941,567	139,839,757	118,708,880	118%	(n)
Revenue from Customers	4,810,718	46,019,127	-	N/A	(o)
NCPA Contracts ISO Energy Sales	16,826,833	38,699,132	36,185,909	107%	(n)
Western Resource Energy Sales	1,074,076	9,892,364	26,526,704	37%	
Load Aggregation Energy Sales	10,153,499	72,361,487	-	N/A	(e)
Ancillary Services Sales	200,890	2,699,259	4,271,495	63%	(p)
Transmission Sales	9,198	55,188	110,376	50%	
Western Credits, Interest and Other Income	3,744,663	27,393,274	43,537,481	63%	(q)
	<b>187,918,839</b>	<b>599,967,472</b>	<b>472,752,732</b>	<b>127%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 87,919,442</b>	<b>\$ 304,316,942</b>	<b>\$ 562,581,612</b>	<b>54%</b>	

- (a) Increase due to higher than budgeted CA ISO energy charges which include higher than budgeted imbalance energy settlements. Hydro generation is at 138% of YTD budgeted MWh as of 12/31/2022.
- (b) Increase due to higher than budgeted costs for fuel at LEC and CT1. Operational needs for fuel exceeded what was contracted, thus requiring LEC and CT1 to purchase additional fuel to meet demand. Gas prices have almost doubled year-over-year to average \$10 per mmbtu.
- (c) Increase due to higher than anticipated volume of market purchases and price per MWh for those purchases. Member and customer contracts are at 1,776% of YTD budgeted MWh as of 12/31/2022.
- (d) Increase due to higher than anticipated price per MWh for market purchases. Market purchases were budgeted at approximately \$61 per MWh and costs are currently about \$129 per MWh, a 112% YTD increase over budget.
- (e) Increase due to higher than budgeted energy purchases and unbudgeted energy sales related to CCA (Sonoma Clean Power) and participants.
- (f) Increase costs due to higher than expected GHG obligation costs.
- (g) Increase due to higher than anticipated grid management costs for participants and Sonoma Clean Power.
- (h) Increase due to greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (i) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (j) Increase to unbudgeted outside service costs associated with GEO cotenancy litigation.
- (k) Increase due to higher than budgeted training costs. This training occurs once every two years and the costs have doubled from two years ago. These charges are incurred during the early part of the FY and are expected to levelize over the fiscal year.
- (l) Increase due to a large computer hardware purchase comprising a quarter of the overall budget for IS. These costs are expected to normalize over the course of the year.
- (m) Increase due to higher than budgeted rates for CA ISO Energy Sales.
- (n) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (o) Revenue from CCA results from charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (p) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.
- (q) Increase due to higher than budgeted revenue from Western O&M revenue credits, third party market sales, and the sale of resource adequacy credits.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	December 31	
	2022	2021
	(in thousands)	
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 58,028	\$ 64,262
Investments	28,457	34,316
Accounts receivable		
Participants	1,215	357
Other	14,156	5,334
Interest receivable	598	688
Inventory and supplies	6,509	8,070
Prepaid expenses	(7,737)	4,944
<b>TOTAL CURRENT ASSETS</b>	<b>101,226</b>	<b>117,971</b>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	68,902	70,511
Investments	167,092	176,060
Interest receivable	30	61
<b>TOTAL RESTRICTED ASSETS</b>	<b>236,024</b>	<b>246,632</b>
<b>ELECTRIC PLANT</b>		
Electric plant in service	1,601,550	1,498,780
Less: accumulated depreciation	(1,097,384)	(1,063,269)
	504,166	435,511
Construction work-in-progress	1,552	-
<b>TOTAL ELECTRIC PLANT</b>	<b>505,718</b>	<b>435,511</b>
<b>OTHER ASSETS</b>		
Regulatory assets	171,853	195,670
Investment in associated company	265	265
<b>TOTAL ASSETS</b>	<b>1,015,086</b>	<b>996,049</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Excess cost on refunding of debt	1,114	6,449
Pension and OPEB deferrals	14,141	18,099
Asset retirement obligations	61,701	61,823
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>76,956</b>	<b>86,371</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 1,092,042</b>	<b>\$ 1,082,420</b>

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	December 31	
	2022	2021
	(in thousands)	
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 52,197	\$ 59,676
Member advances	993	993
Operating reserves	19,886	25,764
Current portion of long-term debt	54,798	44,860
Accrued interest payable	5,540	6,622
<b>TOTAL CURRENT LIABILITIES</b>	<b>133,414</b>	<b>137,915</b>
<b>NON-CURRENT LIABILITIES</b>		
Net pension and OPEB liabilities	30,112	62,959
Operating reserves and other deposits	161,341	147,670
Interest rate swap liability	-	14,575
Asset retirement obligations	70,465	68,906
Long-term debt, net	555,940	520,777
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>817,858</b>	<b>814,887</b>
<b>TOTAL LIABILITIES</b>	<b>951,272</b>	<b>952,802</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	95,278	93,057
Pension and OPEB deferrals	19,950	2,187
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>115,228</b>	<b>95,244</b>
<b>NET POSITION</b>		
Net investment in capital assets	(101,864)	(105,028)
Restricted	34,229	32,470
Unrestricted	93,177	106,932
<b>TOTAL NET POSITION</b>	<b>25,542</b>	<b>34,374</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 1,092,042</b>	<b>\$ 1,082,420</b>



**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,	
	2022	2021
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 325,519	\$ 257,282
Other Third-Party	287,432	247,111
TOTAL OPERATING REVENUES	612,951	504,393
OPERATING EXPENSES		
Purchased power	311,648	220,498
Operations	115,212	86,735
Transmission	114,934	123,075
Depreciation	15,371	15,193
Maintenance	18,188	12,482
Administrative and general	14,994	15,800
TOTAL OPERATING EXPENSES	590,347	473,783
NET OPERATING REVENUES	22,604	30,610
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(10,381)	(13,795)
Interest income	14,250	120
Other	7,252	6,731
TOTAL NON OPERATING EXPENSES	11,121	(6,944)
FUTURE RECOVERABLE AMOUNTS	(12,475)	(14,321)
REFUNDS TO PARTICIPANTS	(12,405)	(2,599)
INCREASE (DECREASE) IN NET POSITION	8,845	6,746
NET POSITION, Beginning of year	16,697	27,628
NET POSITION, Period ended	\$ 25,542	\$ 34,374

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

December 31, 2022										
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	\$ 468	\$ -	\$ -	\$ 778	\$ 56,780	\$ 58,028
Investments	-	-	-	-	-	-	-	-	28,457	28,457
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	1,215	1,215
Other	-	-	-	-	-	-	492	-	13,664	14,156
Interest receivable	144	33	-	-	23	-	50	(1)	349	598
Inventory and supplies	1,495	1,592	323	392	2,707	-	-	-	-	6,509
Prepaid expenses	(260)	106	9	8	1,202	-	-	56	(8,858)	(7,737)
Due from Agency and other programs*	27,720	5,189	3,942	4,007	86,602	-	(62,283)	7,986	(73,163)	-
TOTAL CURRENT ASSETS	29,099	6,920	4,275	4,408	91,002	-	(61,741)	8,819	18,444	101,226
RESTRICTED ASSETS										
Cash and cash equivalents	949	22,784	893	-	2,186	-	29,776	-	12,314	68,902
Investments	29,765	26,212	1,240	-	31,018	-	15,998	-	62,859	167,092
Interest receivable	-	16	-	-	14	-	-	-	-	30
TOTAL RESTRICTED ASSETS	30,714	49,012	2,133	-	33,218	-	45,774	-	75,173	236,024
ELECTRIC PLANT										
Electric plant in service	578,402	395,627	65,470	37,698	447,459	7,736	61,427	1,119	6,612	1,601,550
Less: accumulated depreciation	(551,760)	(304,892)	(58,320)	(35,436)	(131,310)	(7,736)	(2,803)	(763)	(4,364)	(1,097,384)
	26,642	90,735	7,150	2,262	316,149	-	58,624	356	2,248	504,166
Construction work-in-progress	-	-	-	-	-	-	-	-	1,552	1,552
TOTAL ELECTRIC PLANT	26,642	90,735	7,150	2,262	316,149	-	58,624	356	3,800	505,718
OTHER ASSETS										
Regulatory assets	(1,363)	103,141	465	-	29,433	-	-	-	40,177	171,853
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	85,092	249,808	14,023	6,670	469,802	-	42,657	9,175	137,859	1,015,086
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	427	-	-	-	687	-	-	-	-	1,114
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	14,141	14,141
Asset retirement obligations	61,335	-	171	-	195	-	-	-	-	61,701
TOTAL DEFERRED OUTFLOWS OF RESOURCES	61,762	-	171	-	882	-	-	-	14,141	76,956
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 146,854	\$ 249,808	\$ 14,194	\$ 6,670	\$ 470,684	\$ -	\$ 42,657	\$ 9,175	\$ 152,000	\$ 1,092,042

\* Eliminated in Combination

## OTHER FINANCIAL INFORMATION

### COMBINING STATEMENT OF NET POSITION

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

December 31, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ (33)	\$ 246	\$ -	\$ 1	\$ 42,094	\$ -	\$ (7,708)	\$ -	\$ 17,597	\$ 52,197
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	2,185	250	617	3,348	13,486	-	-	-	-	19,886
Current portion of long-term debt	3,360	27,275	4,625	-	13,842	-	5,696	-	-	54,798
Accrued interest payable	57	4,268	154	-	1,061	-	-	-	-	5,540
TOTAL CURRENT LIABILITIES	6,360	32,039	5,396	3,349	70,483	-	(2,012)	202	17,597	133,414
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	30,112	30,112
Operating reserves and other deposits	1,500	27,461	-	-	462	-	54,024	2,507	75,387	161,341
Asset retirement obligations	70,099	-	171	-	195	-	-	-	-	70,465
Long-term debt, net	3,425	177,561	6,078	-	315,948	-	52,928	-	-	555,940
TOTAL NON-CURRENT LIABILITIES	75,024	205,022	6,249	-	316,605	-	106,952	2,507	105,499	817,858
TOTAL LIABILITIES	81,384	237,061	11,645	3,349	387,088	-	104,940	2,709	123,096	951,272
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	38,261	7,804	836	2,396	39,155	-	-	367	6,459	95,278
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	19,950	19,950
TOTAL DEFERRED INFLOWS OF RESOURCES	38,261	7,804	836	2,396	39,155	-	-	367	26,409	115,228
NET POSITION										
Net investment in capital assets	20,285	(116,832)	(4,302)	-	(1,015)	-	-	-	-	(101,864)
Restricted	1,538	13,660	1,978	-	7,744	-	9,309	-	-	34,229
Unrestricted	5,386	108,115	4,037	925	37,712	-	(71,592)	6,099	2,495	93,177
TOTAL NET POSITION	27,209	4,943	1,713	925	44,441	-	(62,283)	6,099	2,495	25,542
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 146,854	\$ 249,808	\$ 14,194	\$ 6,670	\$ 470,684	\$ -	\$ 42,657	\$ 9,175	\$ 152,000	\$ 1,092,042

## 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, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ (11,515)	\$ 7,765	\$ 1,339	\$ (164)	\$ 32,746	\$ -	\$ 282,132	\$ 12,577	\$ 639	\$ 325,519
Other Third-Party	44,468	28,799	2,540	3,430	114,226	-	92,596	1,373	-	287,432
TOTAL OPERATING REVENUES	32,953	36,564	3,879	3,266	146,972	-	374,728	13,950	639	612,951
OPERATING EXPENSES										
Purchased power	555	4,341	419	397	3,855	-	302,081	-	-	311,648
Operations	9,792	2,546	1,185	1,479	91,171	-	2,136	6,903	-	115,212
Transmission	133	98	3	6	1,863	-	112,829	2	-	114,934
Depreciation	1,952	4,816	1,104	154	7,075	-	-	74	196	15,371
Maintenance	6,354	8,158	339	811	2,480	-	-	46	-	18,188
Administrative and general	3,545	2,291	357	308	2,822	-	-	3,041	2,630	14,994
Intercompany (sales) purchases, net*	(291)	86	17	41	150	-	-	(3)	-	-
TOTAL OPERATING EXPENSES	22,040	22,336	3,424	3,196	109,416	-	417,046	10,063	2,826	590,347
NET OPERATING REVENUES	10,913	14,228	455	70	37,556	-	(42,318)	3,887	(2,187)	22,604
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(190)	(3,684)	21	-	(6,528)	-	-	-	-	(10,381)
Interest income	2,747	1,372	42	34	1,691	-	1,885	54	6,425	14,250
Other	3	-	2,012	-	4,983	-	-	7	247	7,252
TOTAL NON OPERATING (EXPENSES) REVENUES	2,560	(2,312)	2,075	34	146	-	1,885	61	6,672	11,121
FUTURE RECOVERABLE AMOUNTS	(495)	(10,203)	(1,492)	-	(285)	-	-	-	-	(12,475)
REFUNDS TO PARTICIPANTS	(1,675)	103	(165)	(1,219)	81	-	(1,946)	(3,348)	(4,236)	(12,405)
INCREASE (DECREASE) IN NET POSITION	11,303	1,816	873	(1,115)	37,498	-	(42,379)	600	249	8,845
NET POSITION, Beginning of year	15,906	3,127	840	2,040	6,943	-	(19,904)	5,499	2,246	16,697
NET POSITION, Period ended	\$ 27,209	\$ 4,943	\$ 1,713	\$ 925	\$ 44,441	\$ -	\$ (62,283)	\$ 6,099	\$ 2,495	\$ 25,542

\* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS  
 AGED ACCOUNTS RECEIVABLE  
 December 31, 2022

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 15,078,043
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 15,370,708</u>

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of December 2022**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,895,217</b>
<b>Hydroelectric</b>	<b>3,386,618</b>
<b>CT#1 Combustion Turbines</b>	<b>81,287</b>
<b>CT#2 STIG</b>	<b>476,514</b>
<b>Lodi Energy Center</b>	<b>14,021,249</b>
<b>NCPA Operating</b>	<b>41,483,148</b>
<b>Total</b>	<b>\$ 61,344,033</b>






# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** January 31, 2023 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending January 31, 2023.

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the February 23, 2023 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 January 31, 2023 financial reports are also included.

**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**Attachments:**

- January 31, 2023 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of January 2023**

**Operations:**

<b>Geothermal</b>	<b>\$ 3,145,915</b>
<b>Hydroelectric</b>	<b>3,896,034</b>
<b>CT#1 Combustion Turbines</b>	<b>49,537</b>
<b>CT#2 STIG</b>	<b>832,679</b>
<b>Lodi Energy Center</b>	<b>43,668,003</b>
<b>NCPA Operating</b>	<b>58,929,558</b>
<b>Total</b>	<b><u>\$ 110,521,726</u></b>

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED JANUARY 31, 2023**

<b>PERCENT OF YEAR ELAPSED 58%</b>
--

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 2,968,185	\$ 16,536,049	\$ 19,702,876	84%	(a)
Debt Service (Net)	2,984,264	20,889,847	35,811,167	58%	
Annual Budget Cost	5,952,449	37,425,896	55,514,043	67%	
Geothermal					
Other Plant Cost	3,742,289	23,115,926	38,159,673	61%	
Debt Service (Net)	289,443	2,026,098	3,473,310	58%	
Annual Budget Cost	4,031,732	25,142,024	41,632,983	60%	
Combustion Turbine No. 1					
Fuel	4,482	1,037,849	1,213,785	86%	(b)
Other Plant Cost	268,775	2,447,880	4,387,786	56%	
Debt Service (Net)	-	-	-	0%	
Annual Budget Cost	273,257	3,485,729	5,601,571	62%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	472,823	1,389,751	2,226,656	62%	(b)
Other Plant Cost	145,371	1,588,952	3,050,762	52%	
Debt Service (Net)	423,655	2,965,582	5,083,855	58%	
Annual Budget Cost	1,041,849	5,944,285	10,361,273	57%	
Lodi Energy Center					
Fuel	21,051,040	102,156,033	64,819,215	158%	(b)
Other Plant Cost	5,634,607	26,262,407	46,921,420	56%	
Debt Service (Net)	2,166,350	15,164,452	25,996,203	58%	
Annual Budget Cost	28,851,997	143,582,892	137,736,838	104%	
Member Resources - Energy	8,814,350	54,931,863	63,023,618	87%	(c)
Member Resources - Natural Gas	62,573	2,198,876	2,474,390	89%	(b)
Western Resources	1,063,099	12,804,378	26,100,435	49%	
Market Power Purchases	4,794,127	37,417,445	35,533,176	105%	(d)
Load Aggregation Costs - CAISO	145,735,459	698,191,311	467,468,943	149%	(e)
Net GHG Obligations	-	2,075,400	920,891	225%	(f)
	200,620,892	1,023,200,099	846,368,161	121%	
<b><u>TRANSMISSION</u></b>					
<b>Independent System Operator</b>					
Grid Management Charge	385,935	2,029,566	2,575,487	79%	(g)
Wheeling Access Charge	20,004,205	96,055,693	158,081,389	61%	
Ancillary Services	771,958	6,516,883	5,941,763	110%	(h)
Other ISO Charges/(Credits)	(6,698,329)	(17,704,844)	2,183,731	-811%	(i)
	14,463,769	86,897,298	168,782,370	51%	
<b><u>MANAGEMENT SERVICES</u></b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	190,712	1,019,159	2,231,485	46%	
Regulatory Representation	88,579	394,683	714,822	55%	
Western Representation	23,560	154,437	722,876	21%	
Customer Programs	36,031	299,944	614,825	49%	
Judicial Action	37,661	335,718	460,000	73%	(j)
<b>Power Management</b>					
System Control & Load Dispatch	597,365	4,207,802	7,504,041	56%	
Forecasting, Planning, Prescheduling & Trading	263,195	1,604,056	3,044,442	53%	
Industry Restructuring & Regulatory Affairs	38,576	264,639	438,471	60%	
Contract Admin, Interconnection Svcs & External Affairs	85,142	503,476	1,031,800	49%	
Gas Purchase Program	4,420	31,509	76,674	41%	
Market Purchase Project	6,935	45,685	112,143	41%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED JANUARY 31, 2023**

<b>PERCENT OF YEAR ELAPSED</b>
<b>58%</b>

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<b>Energy Risk Management</b>	10,534	123,510	149,552	83%	(k)
<b>Settlements</b>	52,709	373,835	1,011,963	37%	
<b>Integrated Systems Support</b>	4,979	226,151	405,072	56%	(l)
<b>Participant Pass Through Costs</b>	487,169	880,910	1,665,647	53%	
<b>Support Services</b>	100,117	834,387	-	N/A	
	<b>2,027,684</b>	<b>11,299,901</b>	<b>20,183,813</b>	<b>56%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>217,112,345</b>	<b>1,121,397,298</b>	<b>1,035,334,344</b>	<b>108%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	50,964,903	241,677,088	193,457,434	125%	(m)
Member Resource ISO Energy Sales	16,295,873	88,591,573	49,954,453	177%	(n)
Member Owned Generation ISO Energy Sales	27,254,431	167,094,188	118,708,880	141%	(n)
Revenue from Customers	14,177,405	60,196,532	-	N/A	(o)
NCPA Contracts ISO Energy Sales	7,389,712	46,088,844	34,943,730	132%	(n)
Western Resource Energy Sales	824,801	10,717,165	26,526,704	40%	
Load Aggregation Energy Sales	13,712,488	86,073,975	-	N/A	(e)
Ancillary Services Sales	254,438	2,953,696	5,513,674	54%	
Transmission Sales	9,198	64,386	110,376	58%	
Western Credits, Interest and Other Income	6,825,446	34,218,720	43,537,481	79%	(p)
	<b>137,708,695</b>	<b>737,676,167</b>	<b>472,752,732</b>	<b>156%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 79,403,650</b>	<b>\$ 383,721,131</b>	<b>\$ 562,581,612</b>	<b>68%</b>	

- (a) Increase due to higher than budgeted CA ISO energy charges which include higher than budgeted imbalance energy settlements. Hydro generation is at 207% of YTD budgeted MWh as of 01/31/2023.
- (b) Increase due to higher than budgeted costs for fuel at LEC and CTs 1 and 2. Operational needs for fuel exceeded what was contracted, thus requiring LEC and the CTs to purchase additional fuel to meet demand. Gas prices have almost doubled year-over-year to average \$10 per mmBTU. Gas prices in winter 2023 have peaked at over \$40 per mmBTU.
- (c) Increase due to higher than anticipated volume of market purchases and price per MWh for those purchases. Member and customer contracts are at 1,721% of YTD budgeted MWh as of 01/31/2023.
- (d) Increase due to higher than anticipated price per MWh for market purchases. Market purchases were budgeted at approximately \$61 per MWh and costs are currently about \$118 per MWh, a 94% YTD increase over budget.
- (e) Increase due to higher than budgeted energy purchases and unbudgeted energy sales related to CCA (Sonoma Clean Power) and participants.
- (f) Increase costs due to higher than expected GHG obligation costs.
- (g) Increase due to higher than anticipated grid management costs for participants and Sonoma Clean Power.
- (h) Increase due to greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (i) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (j) Increase to unbudgeted outside service costs associated with GEO cotenancy litigation.
- (k) Increase due to higher than budgeted training costs. This training occurs once every two years and the costs have doubled from two years ago. These charges are incurred during the early part of the FY and are expected to levelize over the fiscal year.
- (l) Increase due to a large computer hardware purchase comprising a quarter of the overall budget for IS. These costs are expected to normalize over the course of the year.
- (m) Increase due to higher than budgeted rates for CA ISO Energy Sales.
- (n) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (o) Revenue from CCA results from charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (p) Increase due to higher than budgeted revenue from Western O&M revenue credits, third party market sales, and the sale of resource adequacy credits.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	January 31	
	2023	2022
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 52,545	\$ 54,306
Investments	28,457	37,319
Accounts receivable		
Participants	-	490
Other	14,261	438
Interest receivable	643	695
Inventory and supplies	6,431	8,197
Prepaid expenses	745	8,617
TOTAL CURRENT ASSETS	103,082	110,062
RESTRICTED ASSETS		
Cash and cash equivalents	49,565	65,733
Investments	190,258	181,509
Interest receivable	40	28
TOTAL RESTRICTED ASSETS	239,863	247,270
ELECTRIC PLANT		
Electric plant in service	1,601,568	1,498,867
Less: accumulated depreciation	(1,099,917)	(1,065,780)
	501,651	433,087
Construction work-in-progress	1,554	-
TOTAL ELECTRIC PLANT	503,205	433,087
OTHER ASSETS		
Regulatory assets	169,644	193,526
Investment in associated company	265	265
TOTAL ASSETS	1,016,059	984,210
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	1,064	5,578
Pension and OPEB deferrals	14,141	18,099
Asset retirement obligations	61,691	61,813
TOTAL DEFERRED OUTFLOWS OF RESOURCES	76,896	85,490
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,092,955	\$ 1,069,700

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	January 31	
	2023	2022
	(in thousands)	
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 66,161	\$ 57,831
Member advances	993	993
Operating reserves	20,325	26,331
Current portion of long-term debt	54,798	44,130
Accrued interest payable	3,036	3,613
<b>TOTAL CURRENT LIABILITIES</b>	<b>145,313</b>	<b>132,898</b>
<b>NON-CURRENT LIABILITIES</b>		
Net pension and OPEB liabilities	30,112	62,959
Operating reserves and other deposits	161,988	149,320
Interest rate swap liability	-	14,575
Asset retirement obligations	70,596	69,035
Long-term debt, net	555,711	520,485
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>818,407</b>	<b>816,374</b>
<b>TOTAL LIABILITIES</b>	<b>963,720</b>	<b>949,272</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	94,393	92,914
Pension and OPEB deferrals	19,950	2,187
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>114,343</b>	<b>95,101</b>
<b>NET POSITION</b>		
Net investment in capital assets	(103,906)	(107,094)
Restricted	39,707	35,755
Unrestricted	79,091	96,666
<b>TOTAL NET POSITION</b>	<b>14,892</b>	<b>25,327</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 1,092,955</b>	<b>\$ 1,069,700</b>



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

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

**UNAUDITED**

	For the Seven Months Ended January 31,	
	2023	2022
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 399,492	\$ 298,249
Other Third-Party	360,353	259,844
TOTAL OPERATING REVENUES	759,845	558,093
OPERATING EXPENSES		
Purchased power	408,420	252,032
Operations	143,645	97,015
Transmission	138,851	134,288
Depreciation	17,904	17,705
Maintenance	20,995	16,415
Administrative and general	17,881	15,442
TOTAL OPERATING EXPENSES	747,696	532,897
NET OPERATING REVENUES	12,149	25,196
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(12,082)	(16,421)
Interest income	14,964	256
Other	10,524	8,041
TOTAL NON OPERATING EXPENSES	13,406	(8,124)
FUTURE RECOVERABLE AMOUNTS	(14,583)	(16,463)
REFUNDS TO PARTICIPANTS	(12,777)	(2,910)
INCREASE (DECREASE) IN NET POSITION	(1,805)	(2,301)
NET POSITION, Beginning of year	16,697	27,628
NET POSITION, Period ended	\$ 14,892	\$ 25,327

## OTHER FINANCIAL INFORMATION

### COMBINING STATEMENT OF NET POSITION

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

January 31, 2023										
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
<b>ASSETS</b>										
<b>CURRENT ASSETS</b>										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 720	\$ -	\$ -	\$ 781	\$ 51,042	\$ 52,545
Investments	-	-	-	-	-	-	-	-	28,457	28,457
Accounts receivable										
Other	-	-	-	-	-	-	13,904	-	357	14,261
Interest receivable	145	69	-	-	21	-	53	(1)	356	643
Inventory and supplies	1,495	1,592	323	392	2,629	-	-	-	-	6,431
Prepaid expenses	(381)	8	2	(5)	1,092	-	-	29	-	745
Due from Agency and other programs*	30,313	19,664	4,554	4,072	71,627	-	(80,335)	7,885	(57,780)	-
<b>TOTAL CURRENT ASSETS</b>	<b>31,572</b>	<b>21,333</b>	<b>4,880</b>	<b>4,460</b>	<b>76,089</b>	<b>-</b>	<b>(66,378)</b>	<b>8,694</b>	<b>22,432</b>	<b>103,082</b>
<b>RESTRICTED ASSETS</b>										
Cash and cash equivalents	26	1,887	428	-	2,207	-	31,212	-	13,805	49,565
Investments	31,108	46,211	2,106	-	33,230	-	15,997	-	61,606	190,258
Interest receivable	-	3	-	-	37	-	-	-	-	40
<b>TOTAL RESTRICTED ASSETS</b>	<b>31,134</b>	<b>48,101</b>	<b>2,534</b>	<b>-</b>	<b>35,474</b>	<b>-</b>	<b>47,209</b>	<b>-</b>	<b>75,411</b>	<b>239,863</b>
<b>ELECTRIC PLANT</b>										
Electric plant in service	578,413	395,627	65,470	37,698	447,459	7,736	61,427	1,119	6,619	1,601,568
Less: accumulated depreciation	(552,079)	(305,679)	(58,503)	(35,461)	(132,488)	(7,736)	(2,803)	(769)	(4,399)	(1,099,917)
	26,334	89,948	6,967	2,237	314,971	-	58,624	350	2,220	501,651
Construction work-in-progress	-	-	-	-	-	-	-	-	1,554	1,554
<b>TOTAL ELECTRIC PLANT</b>	<b>26,334</b>	<b>89,948</b>	<b>6,967</b>	<b>2,237</b>	<b>314,971</b>	<b>-</b>	<b>58,624</b>	<b>350</b>	<b>3,774</b>	<b>503,205</b>
<b>OTHER ASSETS</b>										
Regulatory assets	(1,446)	101,311	215	-	29,385	-	-	-	40,179	169,644
Investment in associated company	-	-	-	-	-	-	-	-	265	265
<b>TOTAL ASSETS</b>	<b>87,594</b>	<b>260,693</b>	<b>14,596</b>	<b>6,697</b>	<b>455,919</b>	<b>-</b>	<b>39,455</b>	<b>9,044</b>	<b>142,061</b>	<b>1,016,059</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>										
Excess cost on refunding of debt	405	-	-	-	659	-	-	-	-	1,064
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	14,141	14,141
Asset retirement obligations	61,324	-	172	-	195	-	-	-	-	61,691
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>61,729</b>	<b>-</b>	<b>172</b>	<b>-</b>	<b>854</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,141</b>	<b>76,896</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 149,323</b>	<b>\$ 260,693</b>	<b>\$ 14,768</b>	<b>\$ 6,697</b>	<b>\$ 456,773</b>	<b>\$ -</b>	<b>\$ 39,455</b>	<b>\$ 9,044</b>	<b>\$ 156,202</b>	<b>\$ 1,092,955</b>

\* Eliminated in Combination

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

January 31, 2023										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 49	\$ 245	\$ -	\$ 1	\$ 19,923	\$ -	\$ 24,570	\$ -	\$ 21,373	\$ 66,161
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	2,404	250	617	3,400	13,654	-	-	-	-	20,325
Current portion of long-term debt	3,360	27,275	4,625	-	13,842	-	5,696	-	-	54,798
Accrued interest payable	9	711	195	-	2,121	-	-	-	-	3,036
TOTAL CURRENT LIABILITIES	6,613	28,481	5,437	3,401	49,540	-	30,266	202	21,373	145,313
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	30,112	30,112
Operating reserves and other deposits	1,500	27,747	-	-	711	-	54,262	2,133	75,635	161,988
Asset retirement obligations	70,230	-	172	-	194	-	-	-	-	70,596
Long-term debt, net	3,425	177,368	6,041	-	315,949	-	52,928	-	-	555,711
TOTAL NON-CURRENT LIABILITIES	75,155	205,115	6,213	-	316,854	-	107,190	2,133	105,747	818,407
TOTAL LIABILITIES	81,768	233,596	11,650	3,401	366,394	-	137,456	2,335	127,120	963,720
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	37,977	7,662	817	2,363	38,817	-	-	350	6,407	94,393
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	19,950	19,950
TOTAL DEFERRED INFLOWS OF RESOURCES	37,977	7,662	817	2,363	38,817	-	-	350	26,357	114,343
NET POSITION										
Net investment in capital assets	19,955	(117,358)	(4,436)	-	(2,067)	-	-	-	-	(103,906)
Restricted	1,824	15,971	2,338	-	8,912	-	10,662	-	-	39,707
Unrestricted	7,799	120,822	4,399	933	44,717	-	(108,663)	6,359	2,725	79,091
TOTAL NET POSITION	29,578	19,435	2,301	933	51,562	-	(98,001)	6,359	2,725	14,892
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 149,323	\$ 260,693	\$ 14,768	\$ 6,697	\$ 456,773	\$ -	\$ 39,455	\$ 9,044	\$ 156,202	\$ 1,092,955

## OTHER FINANCIAL INFORMATION

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

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

For the Seven Months Ended January 31, 2023										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ (12,611)	\$ 10,743	\$ 2,203	\$ 147	\$ 40,315	\$ -	\$ 343,094	\$ 14,699	\$ 902	\$ 399,492
Other Third-Party	52,137	46,258	2,543	3,430	140,309	-	114,091	1,585	-	360,353
TOTAL OPERATING REVENUES	39,526	57,001	4,746	3,577	180,624	-	457,185	16,284	902	759,845
OPERATING EXPENSES										
Purchased power	649	5,611	422	397	4,856	-	396,485	-	-	408,420
Operations	11,365	3,096	1,692	1,564	115,997	-	2,199	7,732	-	143,645
Transmission	149	110	4	6	1,937	-	136,642	3	-	138,851
Depreciation	2,271	5,602	1,288	179	8,255	-	-	80	229	17,904
Maintenance	8,029	8,650	375	914	2,974	-	-	53	-	20,995
Administrative and general	4,116	2,909	423	394	3,274	-	-	4,128	2,637	17,881
Intercompany (sales) purchases, net*	(371)	118	23	49	185	-	-	(4)	-	-
TOTAL OPERATING EXPENSES	26,208	26,096	4,227	3,503	137,478	-	535,326	11,992	2,866	747,696
NET OPERATING REVENUES	13,318	30,905	519	74	43,146	-	(78,141)	4,292	(1,964)	12,149
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(222)	(4,269)	24	-	(7,615)	-	-	-	-	(12,082)
Interest income	2,825	1,502	53	38	1,848	-	2,075	62	6,561	14,964
Other	3	-	2,770	-	7,492	-	-	7	252	10,524
TOTAL NON OPERATING (EXPENSES) REVENUES	2,606	(2,767)	2,847	38	1,725	-	2,075	69	6,813	13,406
FUTURE RECOVERABLE AMOUNTS	(577)	(11,933)	(1,740)	-	(333)	-	-	-	-	(14,583)
REFUNDS TO PARTICIPANTS	(1,675)	103	(165)	(1,219)	81	-	(2,031)	(3,501)	(4,370)	(12,777)
INCREASE (DECREASE) IN NET POSITION	13,672	16,308	1,461	(1,107)	44,619	-	(78,097)	860	479	(1,805)
NET POSITION, Beginning of year	15,906	3,127	840	2,040	6,943	-	(19,904)	5,499	2,246	16,697
NET POSITION, Period ended	\$ 29,578	\$ 19,435	\$ 2,301	\$ 933	\$ 51,562	\$ -	\$ (98,001)	\$ 6,359	\$ 2,725	\$ 14,892

\* Eliminated in Combination

**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS**  
**AGED ACCOUNTS RECEIVABLE**  
January 31, 2023

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 13,968,091
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 14,260,756</u>

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of January 2023**

**Operations:**

<b>Geothermal</b>	<b>\$ 3,145,915</b>
<b>Hydroelectric</b>	<b>3,896,034</b>
<b>CT#1 Combustion Turbines</b>	<b>49,537</b>
<b>CT#2 STIG</b>	<b>832,679</b>
<b>Lodi Energy Center</b>	<b>43,668,003</b>
<b>NCPA Operating</b>	<b>58,929,558</b>
<b>Total</b>	<b><u>\$ 110,521,726</u></b>



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Treasurer's Report for Month Ended January 31, 2023

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for January 31, 2023.

**BACKGROUND:**

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

Cash – At month end cash totaled \$2,728,108 of which approximately \$414 was applicable to Special and Reserve Fund Deposits, \$2,955 to Debt Service and \$2,724,739 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 \$306,426,798 at month end. The current market value of the portfolio totaled \$293,097,758.

The overall portfolio had a combined weighted average interest rate of 2.816% with a bond equivalent yield (yield to maturity) of 2.855%. Investments with a maturity greater than one year totaled \$168,279,000. January maturities totaled \$25,591,389 and monthly receipts totaled \$105 million. During the month \$30 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 27 basis points from 4.45% to 4.72% and rates on one-year T-Bills decreased 4 basis points from 4.73% to 4.69%.

To the best of my knowledge and belief, all securities held by NCPA as of January 31, 2023 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

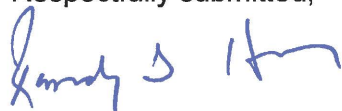
**FISCAL IMPACT:**

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,



RANDY S. HOWARD  
General Manager

Attachment: Treasurer's Report January 31, 2023

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**JANUARY 31, 2023**

### **TABLE OF CONTENTS**

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**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
January 31, 2023**

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>
<b>NCPA FUNDS</b>				
Operating	\$ 2,714,532	\$ 112,614,575	\$ 115,329,107	37.30%
Special Deposits	10,207	202,221	212,428	0.07%
Debt Service	2,955	32,202,601	32,205,556	10.42%
Special & Reserve	414	161,407,401	161,407,815	52.21%
	<u>\$ 2,728,108</u>	<u>\$ 306,426,798</u>	<u>\$ 309,154,906</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 293,097,758

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
January 31, 2023**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 105,306,808	\$ 308,696	\$ 9,468,800	\$ (64,136,587)	\$ (1,961,780)	\$ (46,877,336)	\$ 2,108,601
Special Deposits	39,137	774	-	(40,551,040)	(774)	40,509,012	(2,891)
Debt Service	-	3	1,321,000	(4,324,738)	(11,542,969)	5,833,961	(8,712,743)
Special & Reserve	-	237,148	14,801,589	-	(16,572,979)	534,363	(999,879)
	<u>\$ 105,345,945</u>	<u>\$ 546,621</u>	<u>\$ 25,591,389</u>	<u>\$ (109,012,365)</u>	<u>\$ (30,078,502)</u>	<u>\$ -</u>	<u>\$ (7,606,912)</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency  
Treasurer's Report  
Investment Activity Summary  
January 31, 2023**

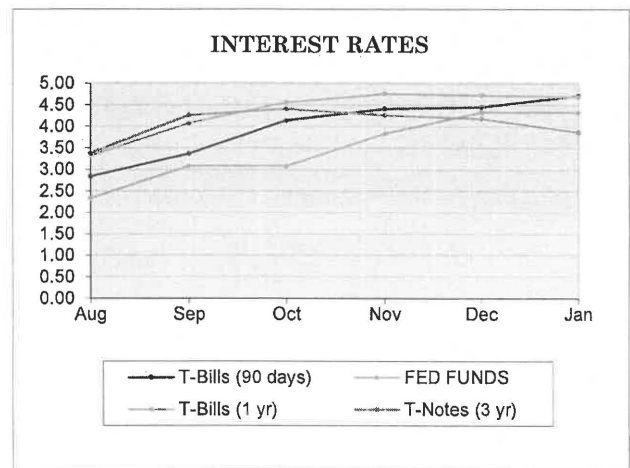
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 1,961,780	\$ (9,468,800)	\$ (828)	\$ -	\$ -	\$ (7,507,848)
Special Deposits	774	-	-	-	-	774
Debt Service	11,542,969	(1,321,000)	100,827	-	-	10,322,796
Special & Reserve	16,572,979	(14,801,589)	11,871	-	-	1,783,261
	<u>\$ 30,078,502</u>	<u>\$ (25,591,389)</u>	<u>\$ 111,870</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,598,983</u>
<b>Less Non- Cash Activity</b>						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(111,870)</u>
<b>Net Change in Investment --Before Non-Cash Activity</b>						<u><u>\$ 4,487,113</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency**  
**Interest Rate/Yield Analysis**  
**January 31, 2023**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>2.816%</b>	<b>2.855%</b>
<b>OPERATING FUNDS:</b>	<b>2.670%</b>	<b>2.653%</b>
<b>PROJECTS:</b>		
Geothermal	<b>2.029%</b>	<b>2.111%</b>
Capital Facilities	<b>3.728%</b>	<b>3.866%</b>
Hydroelectric	<b>3.511%</b>	<b>3.705%</b>
Lodi Energy Center	<b>3.222%</b>	<b>3.269%</b>

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	<b>4.33%</b>	<b>0.08%</b>
T-Bills (90da.)	<b>4.72%</b>	<b>0.19%</b>
Agency Disc (90da.)	<b>4.69%</b>	<b>0.27%</b>
T-Bills (1yr.)	<b>4.69%</b>	<b>0.69%</b>
Agency Disc (1yr.)	<b>4.67%</b>	<b>0.53%</b>
T-Notes (3yr.)	<b>3.87%</b>	<b>1.35%</b>

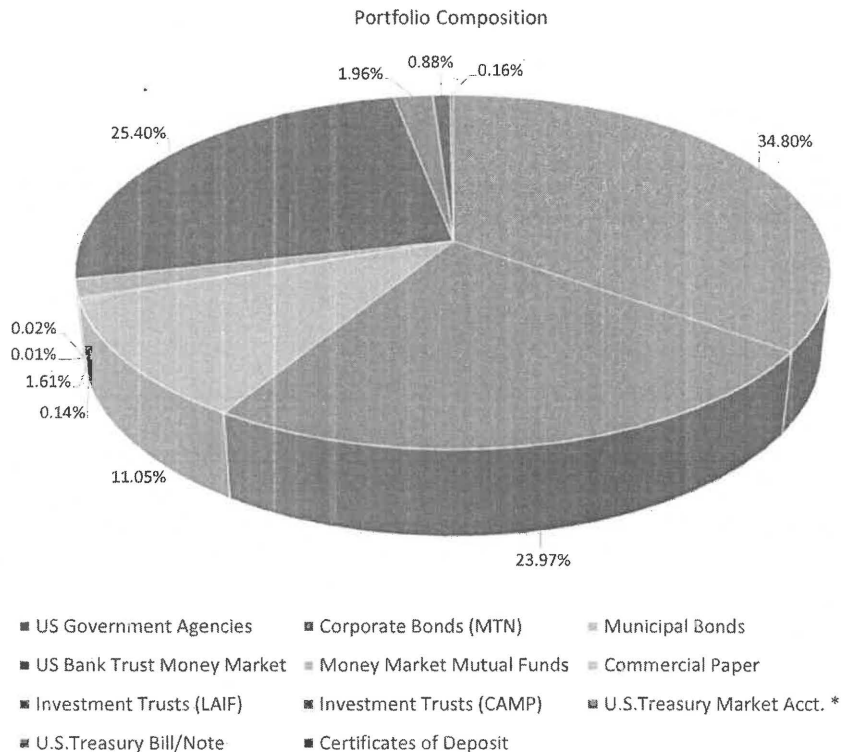


**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
January 31, 2023**

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	\$ 392	\$ -	\$ 33,449	\$ 1,755	\$ 500	\$ 62,185	\$ 9,747	\$ 108,028	34.80%
Corporate Bonds (MTN)	-	3,550	1,500	500	1,500	67,332	-	74,382	23.97%
Municipal Bonds	-	-	2,640	4,300	1,000	23,685	2,660	34,285	11.05%
US Bank Trust Money Market	433	-	-	-	-	-	-	433	0.14%
Money Market Mutual Funds	5,000	-	-	-	-	-	-	5,000	1.61%
Commercial Paper	25	-	-	-	-	-	-	25	0.01%
Investment Trusts (LAIF)	51	-	-	-	-	-	-	51	0.02%
Investment Trusts (CAMP)	78,820	-	-	-	-	-	-	78,820	25.40%
U.S.Treasury Market Acct. *	6,087	-	-	-	-	-	-	6,087	1.96%
U.S.Treasury Bill/Note	-	-	26	-	37	2,670	-	2,733	0.88%
Certificates of Deposit	-	10	-	500	-	-	-	510	0.16%
Total Dollars	\$ 90,808	\$ 3,560	\$ 37,615	\$ 7,055	\$ 3,037	\$ 155,872	\$ 12,407	\$ 310,354	100.00%
Total Percents	29.26%	1.15%	12.12%	2.27%	0.98%	50.22%	4.00%	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

01/31/2023

## Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	2.500	10/07/2022	25,000		1	2.500	25,000	SYS70101	70101	25,000
First American Funds	USB	5,000,000	3.950	10/12/2022	5,000,000		1	3.950	5,000,000	SYS70102	70102	5,000,000
Local Agency Investm	LAIF	50,986	2.045		50,986		1	2.045	50,986	SYS70000	70000	50,986
First American Govt.	USBGC	26,750	4.060		26,750		1	4.060	26,750	SYS70014	70014	26,750
US Bank	USB	2,714,532	0.001		2,714,532		1	0.001	2,714,532	SYS70050	70050	2,714,532
US Bank	USB	0	0.010	08/24/2017	0		1	0.010	0	SYS70056	70056	0
California Asset Mgm	CMP	43,203,761	4.300	10/19/2018	43,203,761		1	4.300	43,203,761	SYS70070	70070	43,203,761
US Bank	USB	10,000	0.050	01/07/2023	10,000	04/07/2023	65	0.050	10,000	SYS30332	30332	10,000
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	69	2.104	498,080	931142DH3	26848	500,414
Hershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	103	3.236	497,785	427866AZ1	26615	500,183
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	150	0.507	492,015	57582RF84	27029	500,000
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	365	3.561	495,395	46625HJT8	26760	502,933
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	547	0.878	473,605	275282PR6	27105	500,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	669	0.584	560,862	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	726	1.846	484,645	90331HMS9	26947	509,024
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	865	0.730	238,303	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	881	0.629	456,360	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	881	0.990	463,660	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	881	0.787	459,500	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	882	2.145	913,500	59217GEJ4	27375	972,227
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	912	0.992	919,530	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,021	0.542	906,250	3135GA4P3	27137	1,002,963
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,055	0.825	218,920	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,084	0.699	419,295	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,120	0.500	338,411	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	1.500	02/28/2022	1,000,000	02/27/2026	1,122	1.497	949,770	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	1,123	4.200	98,416	17275RBC5	27480	98,369
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,132	0.800	993,498	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,199	1.079	452,635	91324PEC2	27230	501,119
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,212	1.250	1,499,009	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,246	1.181	224,693	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,246	1.201	226,703	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,261	1.050	447,530	57629WDE7	27247	502,519
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,291	1.272	89,037	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,293	0.875	446,955	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,293	1.150	857,710	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,302	1.250	651,503	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,321	1.227	447,275	14913R2Q9	27288	498,650
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,321	1.225	467,100	24422EVB2	27294	517,929
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,335	0.900	562,596	3130ANXS4	27276	630,000



## Treasurer's Report

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## Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,335	1.635	1,320,045	75951AAQ1	27292	1,493,489
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,338	1.260	471,745	70450YAD5	27293	524,609
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,362	1.567	1,380,476	872898AA9	27330	1,534,939
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,377	1.475	1,727,366	74460DAG4	27336	1,911,699
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,427	1.509	45,874	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,457	1.691	2,768,190	3130AQN66	27364	3,000,000
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,656	4.944	505,128	30303M8B1	27483	495,545
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,663	4.136	573,654	023135BC9	27455	575,810
Fund Total and Average		\$ 79,509,029	3.083		\$ 79,529,891		406	3.112	\$ 77,074,053			\$ 79,488,450

## MPP GHG Auction Acct

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70045	70045	0
California Asset Mgm	CMP	578,288	4.300	09/13/2022	578,288		1	4.300	578,288	SYS70076	70076	578,288
Fund Total and Average		\$ 578,288	4.300		\$ 578,288		1	4.300	\$ 578,288			\$ 578,288

## MPP Security Deposit Acct

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70048	70048	0
California Asset Mgm	CMP	202,221	4.300	10/28/2022	202,221		1	4.300	202,221	SYS70078	70078	202,221
Fund Total and Average		\$ 202,221	4.300		\$ 202,221		1	4.300	\$ 202,221			\$ 202,221

## SCPA Balancing Account

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70022	70022	0
First American Govt.	USBGC	1,303,125	4.060		1,303,125		1	4.060	1,303,125	SYS70023	70023	1,303,125
California Asset Mgm	CMP	17,242,294	4.300	05/27/2022	17,242,294		1	4.300	17,242,294	SYS70072	70072	17,242,294
Berkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	42	3.185	498,930	084670BR8	26596	499,755
Pfizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	134	3.150	496,445	717081DH3	26626	499,742
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	790	0.600	487,415	586145F74	27113	525,069
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	820	0.649	96,912	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	820	0.649	271,860	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	851	0.952	462,455	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	881	0.932	460,845	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	881	0.610	456,360	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	971	0.530	1,858,987	3133EMB10	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	971	0.530	1,863,532	3133EMB14	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,103	0.699	450,505	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,107	0.530	447,705	3130AKWA0	27164	499,848
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,112	0.500	860,290	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,120	0.500	112,804	3130AKXX9	27180	125,000



## Northern California Power Agency

## Treasurer's Report

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## SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,121	0.630	897,470	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,132	0.800	1,490,247	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,240	1.199	427,815	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,261	1.050	447,530	57629WDE7	27248	502,519
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,302	1.250	43,434	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,362	1.567	181,046	872898AA9	27331	201,303
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,377	1.569	248,705	74460DAG4	27311	274,314
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,377	1.475	226,095	74460DAG4	27337	250,222
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,427	1.509	91,748	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,440	1.731	478,643	24422EWA3	27362	524,386
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,457	1.691	276,819	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,548	4.219	484,980	3130ARR52	27399	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,642	3.509	125,442	010878BF2	27440	130,000
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,666	4.200	362,067	3130ASVC0	27441	370,000
Fund Total and Average		\$ 34,515,419	2.831		\$ 34,556,316		484	2.829	\$ 33,152,505			\$ 34,542,577

## General Operating Reserve

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70000	70002	0
First American Govt.	USBGC	0	4.060		0		1	4.060	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2022	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	13,804,874	4.300	12/14/2018	13,804,874		1	4.300	13,804,874	SYS70071	70071	13,804,874
Praxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	20	3.225	499,425	74005PBF0	26581	499,866
Berkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	42	3.243	498,930	084670BR8	26576	499,723
United Parcel Serv	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	59	3.245	498,055	911312BK1	26583	499,430
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	120	1.387	1,770,542	040484VN4	26984	1,788,619
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	145	2.864	497,330	931142EK5	26758	501,006
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	212	1.020	2,113,018	613105KV6	26985	2,154,554
Pfizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	226	2.908	495,420	717081EN9	26738	500,841
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	242	1.020	1,740,370	4386705V9	26983	1,782,963
Citibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	356	3.319	494,710	17325FAS7	26756	501,476
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	365	3.535	495,395	46625HJT8	26757	503,034
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	369	2.093	433,501	91159HHV5	26906	445,425
JP Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	486	1.356	988,040	46647PBQ8	27007	1,002,034
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	547	0.820	535,174	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	547	1.058	1,452,435	438687KT1	26980	1,507,922
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	639	0.665	234,465	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	681	0.830	1,766,983	3130A3GE8	26962	1,883,831
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	726	1.846	484,645	90331HMS9	26951	509,024
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	745	1.161	474,530	384802AE4	27000	506,808
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	745	1.217	474,530	384802AE4	27005	506,246
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	790	0.600	487,415	586145F74	27114	525,069



## Treasurer's Report

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## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	790	1.038	946,970	899559QD3	27006	1,007,353
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	820	0.750	497,408	447025A56	27112	537,746
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	851	0.866	931,890	438516CB0	27008	1,011,007
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	851	1.299	401,579	471376FJ7	27011	431,055
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	865	1.033	1,443,105	740189AM7	27017	1,580,145
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	873	1.050	681,930	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	881	0.845	460,845	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	881	0.774	459,500	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	882	2.145	3,654,000	59217GEJ4	27376	3,888,908
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	912	0.940	749,417	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	929	0.600	913,790	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	959	0.570	910,880	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	971	0.530	1,818,080	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	971	0.530	1,563,549	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	971	0.520	908,790	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	999	0.540	453,665	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,028	0.798	888,550	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,034	0.560	452,720	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,043	1.060	1,358,606	40139LBC6	27223	1,512,156
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,055	0.825	218,920	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,063	0.599	452,855	3135G06Q1	27141	500,583
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,103	0.699	450,505	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,112	0.500	860,290	48632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,134	1.054	564,033	808513BF1	27220	627,062
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,139	0.841	902,450	3130ALEL4	27203	998,430
Federal Home Loan Ba	USBGC	175,000	0.975	08/11/2022	157,876	03/23/2026	1,146	3.330	158,898	3130ALGJ7	27438	160,112
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,153	1.010	907,860	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,155	1.119	456,905	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,175	1.084	458,050	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,199	1.079	497,899	91324PEC2	27232	551,231
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,212	1.250	977,001	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,240	1.199	1,069,538	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,246	1.590	338,139	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,261	1.050	895,060	57629WDE7	27249	1,005,039
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	1,322	3.000	384,564	437076BN1	27387	402,764
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,350	1.235	89,642	24422EVW6	27297	100,232
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,350	4.569	1,798,309	63859UBH5	27420	1,827,360
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,362	1.567	769,446	872898AA9	27333	855,540
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,377	1.490	1,433,442	74460DAG4	27308	1,585,564
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,377	1.569	330,099	74460DAG4	27312	364,089
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,377	1.475	962,260	74460DAG4	27339	1,064,946
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,398	1.500	1,058,988	48130UZH1	27313	1,200,000



## Treasurer's Report

01/31/2023

## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,427	1.509	137,622	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,440	1.731	399,325	24422EWA3	27363	437,488
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,457	3.375	482,235	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,532	4.123	996,113	023135CF1	27419	997,974
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,541	3.628	1,738,317	872898AF8	27404	1,786,708
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,569	4.122	997,502	747525AU7	27421	1,000,125
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,595	3.631	490,995	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,656	4.944	259,286	30303M8B1	27484	254,367
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,663	4.136	71,707	023135BC9	27457	71,976
Fund Total and Average		\$ 75,534,874	2.144		\$ 75,778,294		757	2.071	\$ 71,343,316			\$ 75,410,705
GRAND TOTALS:		\$ 190,339,831	2.670		\$ 190,645,010		558	2.653	\$ 182,350,383.			\$ 190,222,241

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2023

## Callable Dates:

Inv #	Inv #	Inv #
26906 USBANK 1/5/2024	27113 MEMGEN Anytime	27220 SCHW 2/11/2026
26947 USBANK Anytime starting 12/27/2024	27114 MEMGEN Anytime	27225 BAC Semi-annually
26951 USBANK Anytime starting 12/27/2024	27124 FFCB Anytime	27226 BAC Semi-annually
26980 HON Anytime	27125 BALGEN Anytime	27227 BAC Semi-annually
26983 HON Anytime	27126 BALGEN Anytime	27228 BAC Semi-annually
26984 AZSHGR Anytime	27137 FNMA Annually	27251 JPM Annually starting 8/17/2023
27007 JPM 6/1/2023 and then starting on 5/1/2024	27138 JPM Quarterly starting 12/22/2023	27252 FHLB Quarterly
27011 JAS 6/1/2024	27139 JPM Quarterly starting 12/22/2023	27255 BAC Semi-annually
27024 JPM Quarterly starting 6/23/2024	27141 FNMA Quarterly	27256 BAC Semi-annually
27029 MAS Anytime	27149 TOY 1/20/2025 and 7/20/2025	27276 FHLB Quarterly
27041 WISTRN Anytime	27164 FHLB Anytime	27313 JPM Quarterly
27042 WISTRN Anytime	27168 APPL Anytime starting 1/8/2026	27329 NYSHGR Anytime
27055 CASWTR Anytime	27169 APPL Anytime starting 1/8/2026	27342 FHLB 12/29/2023
27056 FNMA Quarterly	27171 JPM Quarterly starting 2/17/2023	27343 FHLB 12/29/2023
27058 PHOGEN Anytime	27172 JPM Quarterly starting 2/17/2023	27345 FHLB 12/29/2023
27071 FAMC Semi-annually	27178 LOUIS Anytime	27364 FHLB 7/28/2023
27072 CASHGR Anytime	27195 FHLB Quarterly	27365 FHLB 7/28/2023
27077 FFCB Anytime	27200 FFCB Anytime starting 3/9/2023	27366 FHLB 2/27/2023
27078 FFCB Anytime	27201 FFCB Anytime starting 3/9/2023	27398 FHLB Quarterly
27079 FFCB Anytime	27202 WIS Anytime	27399 FHLB Quarterly
27080 FFCB Anytime	27203 FHLB Quarterly	27423 CTS Anytime
27081 FHLB Anytime	27213 FHLB Quarterly	27438 FHLB Monthly
27104 FHLMC Annually	27215 FHLB 4/21/2023	27440 ALA Anytime
27110 CASMED Anytime	27216 ORSGEN Anytime	27441 FHLB Quarterly



## Northern California Power Agency

## Treasurer's Report

01/31/2023

## Geo 2016A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	1,181,000	4.615	12/28/2022	1,152,689	07/03/2023	152	4.791	1,157,368	313384HR3	27497	1,157,988
Federal Home Loan Ba	USBT	539,000	4.639	01/10/2023	526,912	07/03/2023	152	4.812	528,215	313384HR3	27507	528,440
Federal Home Loan Ba	USBT	296,000	4.670	01/30/2023	290,087	07/03/2023	152	4.831	290,077	313384HR3	27528	290,164
Fund Total and Average		\$ 2,016,000	4.630		\$ 1,969,688		152	4.803	\$ 1,975,660			\$ 1,976,592

## Geothermal Special Reserve

First American Govt.	USBGC	5,000	4.060		5,000		1	4.060	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,010	0.460	1,359,688	3135G06G3	27167	1,496,637
Fund Total and Average		\$ 1,500,000	0.512		\$ 1,502,796		1007	0.472	\$ 1,364,688			\$ 1,501,637

## Geo Decommissioning Reserve

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70027	70027	0
First American Govt.	USBGC	18,079	4.060		18,079		1	4.060	18,079	SYS70034	70034	18,079
California Asset Mgm	CMP	3,004	4.300	09/01/2022	3,004		1	4.300	3,004	SYS70074	70074	3,004
Crook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	134	1.450	351,202	227183DH0	27003	355,145
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	181	1.471	385,739	83412PCN0	26978	392,541
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	210	3.203	247,915	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	218	3.301	248,015	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	639	1.846	325,251	78607QAY1	26977	337,471
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	745	1.161	403,351	384802AE4	27002	430,787
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	851	0.952	462,455	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	881	1.372	695,843	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	881	0.610	456,360	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	912	0.940	919,530	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,043	1.060	451,379	40139LBC6	27224	502,394
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,103	0.700	901,010	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,184	1.200	438,180	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,240	1.199	641,723	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,302	1.250	43,434	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,318	1.629	1,757,669	037833DN7	27361	1,922,569
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,321	1.227	134,183	14913R2Q9	27289	149,595
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,362	1.567	1,244,691	872898AA9	27334	1,383,961
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,377	1.490	691,851	74460DAG4	27309	765,272
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,377	1.475	1,557,342	74460DAG4	27340	1,723,532
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,550	3.862	734,768	64966QCC99	27405	750,000
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,681	4.125	1,399,650	931142EX7	27458	1,389,822
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,585	2.078	497,578	64966QUX6	27219	583,560





## Treasurer's Report

01/31/2023

## Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,830	4.870	172,883	13077DMR0	27482	168,177
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,931	1.360	804,070	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,939	1.460	784,112	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,939	1.482	484,020	31422XAU6	27246	598,989
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	3,061	3.439	1,393,337	3130ANUL2	27439	1,493,789
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	3,072	4.430	270,329	953107AK5	27512	270,645
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,100	1.704	1,635,780	3130AN7G9	27245	2,005,470
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,103	1.565	408,205	56781RKZ9	27272	505,686
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	3,103	4.780	254,107	675383TR4	27513	248,299
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,117	2.134	313,398	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,117	2.134	203,505	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	3,225	5.110	81,478	16772PCS3	27485	78,599
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,260	2.044	2,046,450	3133ENJZ4	27360	2,450,815
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,373	4.181	926,211	31422XXY3	27403	970,461
Fund Total and Average		\$ 28,035,083	1.925		\$ 27,709,653		1987	2.008	\$ 24,788,087			\$ 27,655,662
GRAND TOTALS:		\$ 31,551,083	2.029		\$ 31,182,137		1823	2.111	\$ 28,128,435.			\$ 31,133,891

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2023

## Callable Dates:

Inv #

26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually starting 4/30/2023
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly starting 4/27/2023
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime



Northern California Power Agency  
Treasurer's Report  
01/31/2023

Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	427,833	0.005		427,833		1	0.005	427,833	SYS79017	79017	427,833
Federal Home Loan Ba	USBT	392,000	3.640	09/27/2022	386,966	02/01/2023	0	3.738	392,000	313384BH1	27465	392,000
Federal Home Loan Ba	USBT	436,000	4.640	12/28/2022	423,862	08/01/2023	181	4.821	425,706	313384JW0	27501	425,829
Federal Home Loan Ba	USBT	1,319,000	4.690	01/30/2023	1,287,554	08/01/2023	181	4.870	1,287,858	313384JW0	27534	1,287,898
<b>Fund Total and Average</b>		<b>\$ 2,574,833</b>	<b>3.728</b>		<b>\$ 2,526,215</b>		<b>123</b>	<b>3.866</b>	<b>\$ 2,533,397</b>			<b>\$ 2,533,560</b>
<b>GRAND TOTALS:</b>		<b>\$ 2,574,833</b>	<b>3.728</b>		<b>\$ 2,526,215</b>		<b>123</b>	<b>3.866</b>	<b>\$ 2,533,397</b>			<b>\$ 2,533,560</b>

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2023



Northern California Power Agency  
Treasurer's Report  
01/31/2023

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70028	70028	0
First American Govt.	USBGC	2,005,904	4.060		2,005,904		1	4.060	2,005,904	SYS70031	70031	2,005,904
California Asset Mgm	CMP	873,978	4.300	09/01/2022	873,978		1	4.300	873,978	SYS70073	70073	873,978
United Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	59	3.182	498,055	911312BK1	26620	499,476
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	89	2.985	546,414	19416QEC0	26652	548,872
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	334	0.401	960,860	374288AB4	27161	1,000,000
Federal Home Loan Ba	USBGC	500,000	5.000	01/30/2023	500,000	01/26/2024	359	5.000	500,400	3130AUJ62	27515	500,000
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	429	2.988	198,698	58989V2C7	27385	203,569
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	429	2.988	398,347	58989V2C7	27386	408,111
Federal National Mtg	USBGC	500,000	5.000	01/26/2023	500,000	04/26/2024	450	5.006	500,610	3135GAE72	27514	500,000
Federal Home Loan Ba	USBGC	985,000	4.875	01/30/2023	987,778	06/14/2024	499	4.649	987,108	3130ATVC8	27520	987,772
U.S. Treasury	USBGC	795,000	0.375	01/30/2023	749,536	07/15/2024	530	4.468	749,192	91282CCL3	27527	749,707
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	547	1.029	237,693	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	608	0.683	94,194	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	635	5.004	1,749,038	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	683	1.744	487,335	931142DV2	26950	508,088
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	813	0.839	510,093	06406RAN7	27221	554,070
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	838	0.675	461,065	31422BA26	27004	500,000
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	908	5.000	1,000,650	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	912	1.229	231,748	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	926	1.950	498,405	283734TC5	27131	528,925
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	973	0.765	118,776	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	1,000	5.053	999,590	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	1,000	5.023	1,000,060	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	1,002	5.003	999,240	3134GYFX5	27523	1,000,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,028	0.798	888,550	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,043	0.615	452,255	3135G06J7	27136	500,488
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,055	0.825	437,840	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,063	0.576	452,855	3135G06Q1	27148	500,906
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	1,091	5.050	999,750	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	1,092	5.100	999,400	3130AUNJ9	27518	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	4.800	01/30/2023	1,000,000	01/30/2026	1,094	4.800	995,380	3134GYFB3	27525	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,107	0.530	447,705	3130AKWA0	27165	499,848
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	1,119	4.226	494,923	58933YAY1	27526	495,583
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,120	0.500	451,215	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	1,123	4.200	33,770	17275RBC5	27481	33,754
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,175	1.084	458,050	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,199	1.082	452,635	91324PEC2	27231	501,119
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	1,275	5.000	1,000,600	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,293	0.875	446,955	3130ANGX2	27253	500,000



## Treasurer's Report

01/31/2023

## Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,300	0.967	449,555	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,302	1.250	43,434	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,362	1.567	181,046	872898AA9	27332	201,303
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,377	1.475	226,095	74460DAG4	27338	250,222
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,427	1.509	458,740	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,663	4.136	143,414	023135BC9	27456	143,953
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,666	4.200	391,424	3130ASVC0	27442	400,000
Federal Home Loan Ba	USBGC	600,000	5.555	01/30/2023	600,600	01/27/2028	1,821	5.531	600,702	3130AUJJ4	27516	600,600
Fund Total and Average		\$ 29,097,882	3.135		\$ 29,025,989		827	3.315	\$ 28,113,746			\$ 29,026,248

## Hydro Debt Service

U.S. Treasury	USBT	26,000	4.447	01/30/2023	25,518	06/29/2023	148	4.593	25,512	912796ZR3	27529	25,525
Fund Total and Average		\$ 26,000	4.447		\$ 25,518		148	4.594	\$ 25,512			\$ 25,525

## Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	4,470,000	4.615	12/28/2022	4,362,844	07/03/2023	152	4.791	4,380,555	313384HR3	27498	4,382,900
Federal Home Loan Ba	USBT	1,600,000	4.640	01/10/2023	1,564,117	07/03/2023	152	4.812	1,567,984	313384HR3	27509	1,568,654
Federal Home Loan Ba	USBT	1,119,000	4.670	01/30/2023	1,096,645	07/03/2023	152	4.831	1,096,609	313384HR3	27530	1,096,936
Fund Total and Average		\$ 7,189,000	4.629		\$ 7,023,606		152	4.802	\$ 7,045,148			\$ 7,048,490

## Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	4,867,000	4.615	12/28/2022	4,750,327	07/03/2023	152	4.791	4,769,611	313384HR3	27499	4,772,164
Federal Home Loan Ba	USBT	2,122,000	4.640	01/10/2023	2,074,411	07/03/2023	152	4.812	2,079,539	313384HR3	27510	2,080,428
Federal Home Loan Ba	USBT	1,219,000	4.669	01/30/2023	1,194,648	07/03/2023	152	4.831	1,194,608	313384HR3	27531	1,194,964
Fund Total and Average		\$ 8,208,000	4.630		\$ 8,019,386		152	4.803	\$ 8,043,758			\$ 8,047,556

## Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	511,000	4.670	01/30/2023	500,792	07/03/2023	152	4.831	500,775	313384HR3	27532	500,924
Fund Total and Average		\$ 511,000	4.670		\$ 500,792		152	4.831	\$ 500,775			\$ 500,924

## Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	678,000	4.615	12/28/2022	661,747	07/03/2023	152	4.791	664,433	313384HR3	27500	664,789
Federal Home Loan Ba	USBT	228,000	4.640	01/10/2023	222,887	07/03/2023	152	4.812	223,438	313384HR3	27511	223,533
Federal Home Loan Ba	USBT	170,000	4.670	01/30/2023	166,604	07/03/2023	152	4.831	166,598	313384HR3	27533	166,648



## Treasurer's Report

01/31/2023

## Hydro 2022B Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fund Total and Average		\$ 1,076,000	4.629		\$ 1,051,238		152	4.802	\$ 1,054,469			\$ 1,054,970

## Hydro Special Reserve

First American Govt.	USBGC	5,000	4.060		5,000		1	4.060	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,010	0.460	1,359,688	3135G06G3	27166	1,496,637
Fund Total and Average		\$ 1,500,000	0.512		\$ 1,502,796		1007	0.472	\$ 1,364,688			\$ 1,501,637

## Hydro 2012 DSRA

U.S. Treasury	USBT	20,000	4.321	12/28/2022	19,191	11/30/2023	302	4.518	19,253	912796ZD4	27505	19,275
U.S. Treasury	USBT	17,000	4.297	01/10/2023	16,286	12/28/2023	330	4.500	16,306	912796ZN2	27508	16,330
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	515	2.551	1,803,450	9128286Z8	27388	1,854,503
Fund Total and Average		\$ 1,912,000	1.798		\$ 1,878,836		511	2.588	\$ 1,839,009			\$ 1,890,108
GRAND TOTALS:		\$ 49,519,882	3.511		\$ 49,028,161		591	3.705	\$ 47,987,105.			\$ 49,095,458

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2023

## Callable Dates:

Inv #

26950	VMT	Anytime starting 10/15/2024
27004	FAMCA	Semi-annually
27131	ELPASO	Callable annually starting 8/15/2023
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly starting 12/22/2023
27161	JPGETY	Anytime starting 10/1/2023
27165	FHLB	Anytime
27214	FHLB	4/21/2023
27221	BK	3/24/2025
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27344	FHLB	12/29/2023
27442	FHLB	Quarterly
27514	FNMA	Quarterly starting 7/26/2023
27515	FHLB	Quarterly starting 4/26/2023
27516	FHLB	Quarterly starting 4/27/2023
27517	FHLB	Quarterly starting 4/28/2023
27518	FHLB	Quarterly starting 7/28/2023
27519	FHLB	Quarterly starting 7/28/2023
27521	FHLB	Quarterly starting 7/28/2023
27522	FHLMC	Quarterly starting 7/28/2023
27523	FHLMC	Quarterly starting 10/30/2023
27524	FHLMC	Quarterly starting 1/30/2024
27525	FHLMC	1/30/2024 only
27538	FHLMC	Quarterly starting 7/27/2023



Northern California Power Agency  
Treasurer's Report  
01/31/2023

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70046	70046	0
California Asset Mgm	CMP	719,791	4.300	09/13/2022	719,791		1	4.300	719,791	SYS70077	70077	719,791
Fund Total and Average		\$ 719,791	4.300		\$ 719,791		1	4.300	\$ 719,791			\$ 719,791

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	551	0.005		551		1	0.005	551	SYS79004	79004	551
Federal Home Loan Ba	USBT	736,000	4.540	12/28/2022	721,799	05/30/2023	118	4.693	724,717	313384GF0	27502	725,048
Federal Home Loan Ba	USBT	732,000	4.659	01/30/2023	720,535	05/31/2023	119	4.799	720,683	313384GG8	27535	720,724
Fund Total and Average		\$ 1,468,551	4.598		\$ 1,442,885		118	4.745	\$ 1,445,951			\$ 1,446,323

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	874	0.005		874		1	0.005	874	SYS79012	79012	874
Federal Home Loan Ba	USBT	2,950,000	4.580	12/06/2022	2,884,322	05/30/2023	118	4.749	2,904,777	313384GF0	27493	2,905,714
Federal Home Loan Ba	USBT	795,000	4.539	12/28/2022	779,660	05/30/2023	118	4.693	782,813	313384GF0	27503	783,170
Federal Home Loan Ba	USBT	791,000	4.660	01/30/2023	778,611	05/31/2023	119	4.799	778,771	313384GG8	27536	778,816
Fund Total and Average		\$ 4,536,874	4.586		\$ 4,443,467		118	4.747	\$ 4,467,235			\$ 4,468,574

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	3,822,000	4.580	12/06/2022	3,736,907	05/30/2023	118	4.749	3,763,409	313384GF0	27494	3,764,623
Federal Home Loan Ba	USBT	680,000	4.540	12/28/2022	666,879	05/30/2023	118	4.693	669,576	313384GF0	27504	669,881
Federal Home Loan Ba	USBT	676,000	4.660	01/30/2023	665,412	05/31/2023	119	4.799	665,549	313384GG8	27537	665,587
Fund Total and Average		\$ 5,178,000	4.585		\$ 5,069,198		118	4.749	\$ 5,098,534			\$ 5,100,091

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,834	0.005		1,834		1	0.005	1,834	SYS79005	79005	1,834
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	1,062	5.010	4,794,240	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,125	0.840	4,008,087	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,227	0.799	135,789	3130AN4T4	27270	150,371
Fund Total and Average		\$ 9,381,834	2.974		\$ 9,382,362		1094	2.973	\$ 8,939,950			\$ 9,382,205

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	769	0.005		769		1	0.005	769	SYS79006	79006	769
Federal Home Loan Ba	USBT	2,311,000	4.580	12/06/2022	2,259,548	05/30/2023	118	4.749	2,275,572	313384GF0	27495	2,276,307



## Treasurer's Report

01/31/2023

## LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fund Total and Average		\$ 2,311,769	4.578		\$ 2,260,317		118	4.748	\$ 2,276,341			\$ 2,277,076

## LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,023	0.005		1,023		1	0.005	1,023	SYS79013	79013	1,023
Federal Home Loan Ba	USBT	956,000	4.580	12/06/2022	934,716	05/30/2023	118	4.749	941,345	313384GF0	27496	941,648
Fund Total and Average		\$ 957,023	4.575		\$ 935,739		118	4.744	\$ 942,368			\$ 942,671

## LEC O &amp; M Reserve

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70047	70047	0
First American Govt.	USBGC	9,000	4.060		9,000		1	4.060	9,000	SYS70041	70041	9,000
California Asset Mgm	CMP	2,191,913	4.300	09/09/2022	2,191,913		1	4.300	2,191,913	SYS70075	70075	2,191,913
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	669	1.776	454,412	14912L6G1	26952	476,988
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	881	0.610	456,360	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	909	0.579	914,980	3136G4D75	27047	1,000,499
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	929	0.600	913,790	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	971	0.530	681,780	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	971	0.530	609,057	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,103	0.699	450,505	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,184	1.200	438,180	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,261	1.050	895,060	57629WDE7	27250	1,005,039
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,302	1.250	86,867	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,321	1.227	447,275	14913R2Q9	27290	498,650
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,362	1.567	769,446	872898AA9	27335	855,540
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,377	1.490	465,756	74460DAG4	27310	515,183
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,377	1.475	962,260	74460DAG4	27341	1,064,946
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,581	3.654	176,170	088006KB6	27424	181,694
Fund Total and Average		\$ 11,814,913	1.712		\$ 11,840,779		914	1.661	\$ 10,922,811			\$ 11,819,452
GRAND TOTALS:		\$ 36,368,755	3.222		\$ 36,094,538		629	3.269	\$ 34,812,981.			\$ 36,156,183

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2023

## Callable Dates:

Inv #	Inv #
27047 FHLMC Quarterly	27170 APPL Anytime starting 1/8/2026
27057 FNMA Quarterly	27199 FFCB Anytime
27083 FFCB Anytime	27222 JPM Annually starting 4/30/2023
27084 FFCB Anytime	27259 BAC Semi-annually
	27506 FHLMC 12/29/2023



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

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

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

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

- Halon Bottles – CT1 Alameda

**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,

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

RANDY S. HOWARD  
General Manager

Attachments: Declarations of Surplus  
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY  
DECLARATION OF EXCESS

Date: 5/25/2022

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	LOT	HALON BOTTLES	S				CT1 Alameda
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

JUSTIFICATION FOR EXCESS/DISPOSAL: Halon no longer used at CT facilities, bottles not needed

RECOMMENDED DISPOSITION: SCRAP/Waste

PREPARED BY: Melissa Philpot / Michael DeBortoli *Michael DeBortoli*  
ORG.

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

AUTHORIZATION  
TO PROCEED: *Randy B. H...* DATE: 5/31/22  
(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



Date: 1/25/2023

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

- Quantity Four (4) Halon Bottles

To the following:

Vendor Name: Bay Cities Pyrotector

Address/Phone #: 1315 67<sup>th</sup> Street, Emeryville CA 94608 510-450-7760

Name: Lloyd Ernst

Northern California Power Agency

Employee Name: Melissa Philpot

Monies Received for this?

☒ YES (\$1,200.00)

☐ NO



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2022

**SUBJECT:** Debt and Interest Rate Management Report ending December 31, 2022

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission accept the Debt and Interest Rate Management Report for the period ending December 31, 2022.

## **BACKGROUND:**

In accordance with the Debt and Interest Rate Management Policy, Section 20, *Monitoring and Reporting Requirements*, approved by the Commission in May 2019, the Finance team will provide a written report regarding the status of all fixed and variable rate debt and the Agency's interest rate swaps on a semi-annual basis to the Finance Committee and to the Commission.

The report, for the period ending December 31, 2022, is attached for your information and acceptance. Listed below is a summary of the report.

### Fixed Rate Debt

There have been no changes or activity since the last report.

### Variable Rate Debt

The Agency no longer has variable rate debt.

### Interest Rate Swaps

The Agency no longer has interest rate swaps.

### Counterparties

N/A

### Rating Changes

Since the last report, NCPA staff was waiting on reports from S&P and in August 2022, the reports were published. NCPA received the following:

- S&P affirmed its A+ rating on the Hydroelectric bonds with a stable outlook
- S&P affirmed its A- rating on the Lodi Energy Center bonds with a stable outlook

## **FISCAL IMPACT:**

There is no fiscal impact in accepting the Debt and Interest Rate Management Report for the period ending December 31, 2022. There were no material changes, and no defaults and the ratings remained the same on the rated projects.

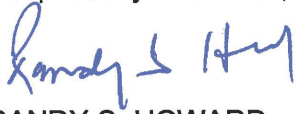
## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On February 7, 2023, the Finance Committee reviewed and approved the recommendation above for Commission acceptance.

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

**Attachments:**

- Debt and Interest Rate Management Report as of 12-31-2022



## **Debt and Interest Rate Management Report As of December 31, 2022**

Monty Hanks  
February 2022



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■ Fixed Rate Debt Overview	4
■ Debt Overview by Project	
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• Hydroelectric Project	8
• Capital Facilities	9
• Lodi Energy Center	10



## Key Highlights from July – December 2022

- No material changes since the last report
- No changes to any outstanding debt issues
- Ratings on all projects remained the same
- No defaults occurred on any of NCPA's outstanding debt



# FIXED RATE DEBT OVERVIEW

## Fixed Rate Debt Overview

- Fixed Rate Debt
  - No changes since the last update
- Ratings
  - August 2022
    - S&P affirmed its A+ rating on the Hydroelectric bonds with a stable outlook
    - S&P affirmed its A- rating on Lodi Energy Center bonds with a stable outlook



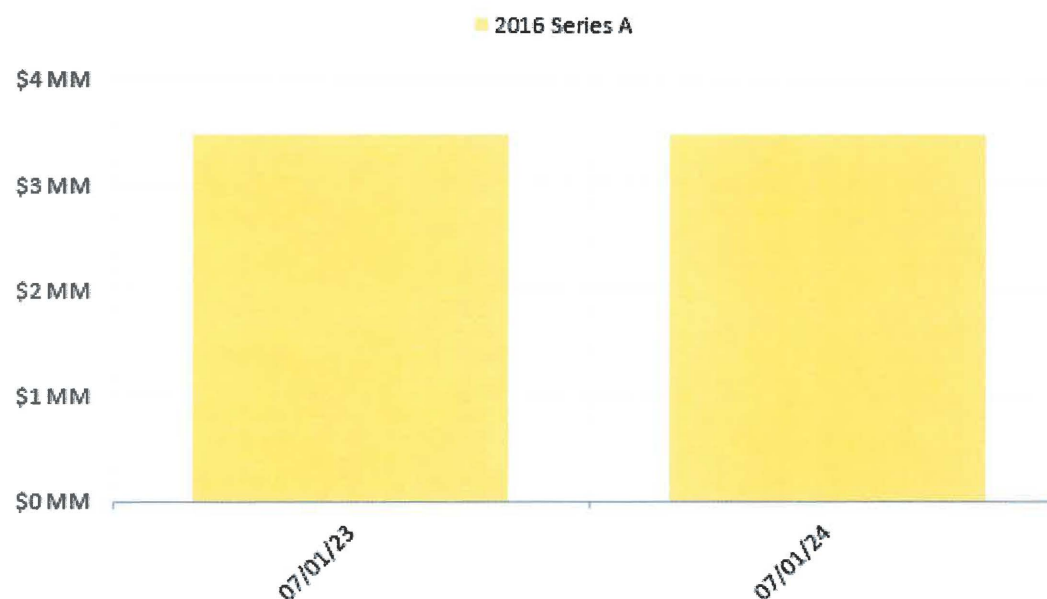
# DEBT OVERVIEW BY PROJECT

## Geothermal Project Debt Overview

### Geothermal Project Participation Percentages

Member	Entitlement Share (%)	Beneficiary Share (%)
Alameda	16.8825	16.8825
Biggs	0.2270	0.2270
Gridley	0.3950	0.3360
Healdsburg	3.6740	3.6740
Lodi	10.2800	10.2800
Lompoc	3.6810	3.6810
Palo Alto	6.1580	0.0000
Plumas-Sierra	0.8145	0.7010
Roseville	7.8830	7.8830
Santa Clara	44.3905	44.3905
TID	0.0000	6.3305
Ukiah	5.6145	5.6145

### Geothermal Project Debt Service



### Summary of Outstanding Geothermal Project Debt

Ratings (M/S/F): -/-/- <sup>(1)</sup>

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2016 Series A	Tax-Exempt	Fixed-Rate	\$17,530,000	\$6,785,000	1.670%	-	7/1/2024

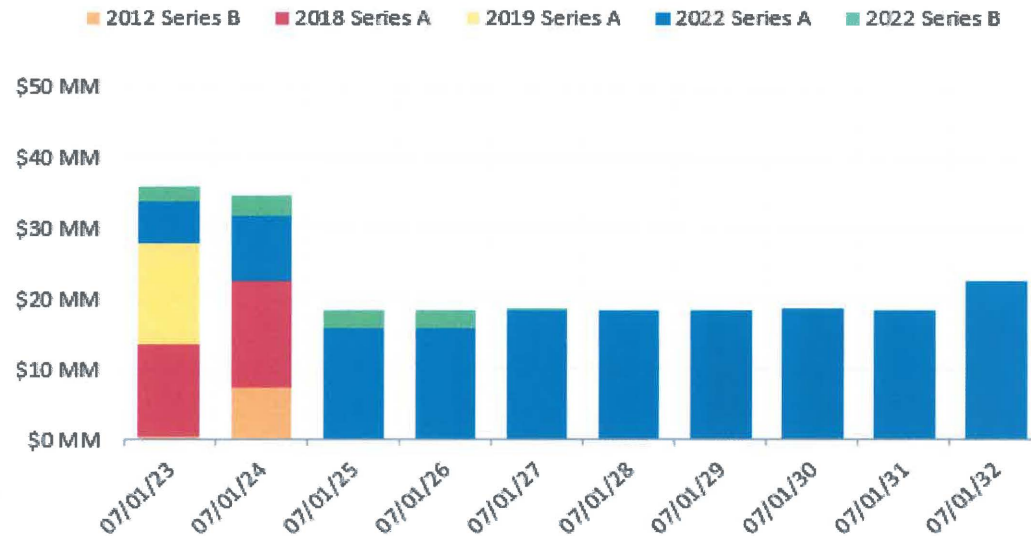
<sup>(1)</sup> Outstanding bonds are bank loans; ratings withdrawn

# Hydroelectric Project Debt Overview

## Hydroelectric Project Participation Percentages

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

## Hydroelectric Project Debt Service



## Summary of Outstanding Hydroelectric Project Debt

Ratings (M/S/F): Aa3/A+/AA-, Stable Outlooks <sup>(1)</sup>

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2012 Series B	Taxable	Fixed-Rate	\$7,120,000	\$7,120,000	4.320%	Make-Whole	7/1/2024
2018 Series A	Tax-Exempt	Fixed-Rate	\$68,875,000	\$26,100,000	5.000%	Non-Callable	7/1/2024
2019 Series A	Tax-Exempt	Fixed-Rate	\$39,250,000	\$13,650,000	4.000%-5.000%	Non-Callable	7/1/2023
2022 Series A	Tax-Exempt	Fixed-Rate	\$120,300,000	\$120,300,000	5.000%	Non-Callable	7/1/2032
2022 Series B	Taxable	Fixed-Rate	\$12,010,000	\$9,830,000	1.823%-2.593%	Make-Whole	7/1/2027

<sup>(1)</sup> S&P rating only on 2012 Series B Bonds



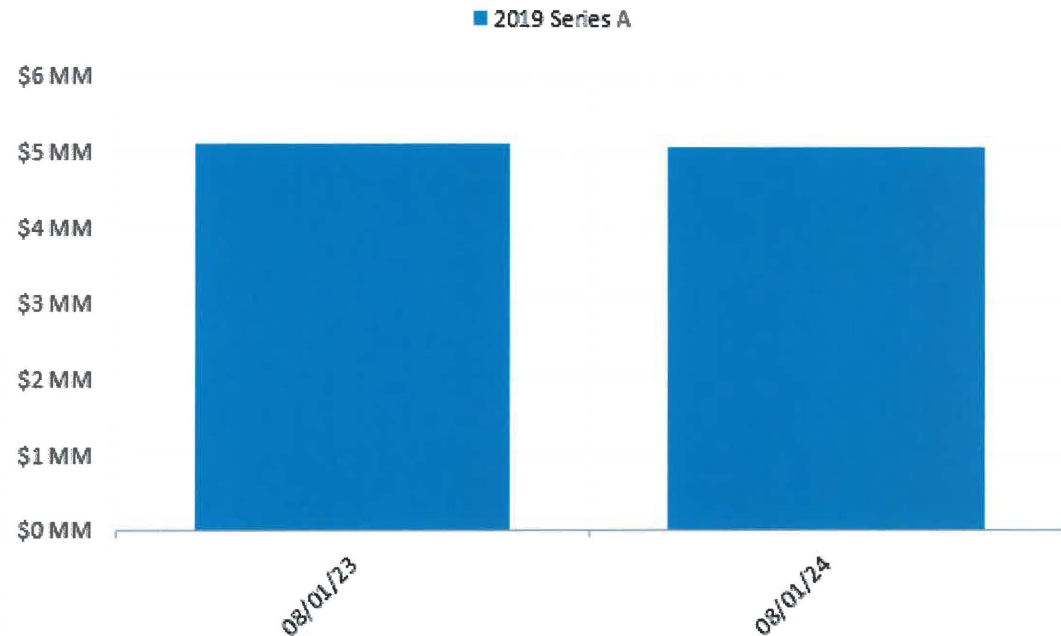


## Capital Facilities Debt Overview

### Capital Facilities Participation Percentages

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

### Capital Facilities Debt Service



### Summary of Outstanding Capital Facilities Debt

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

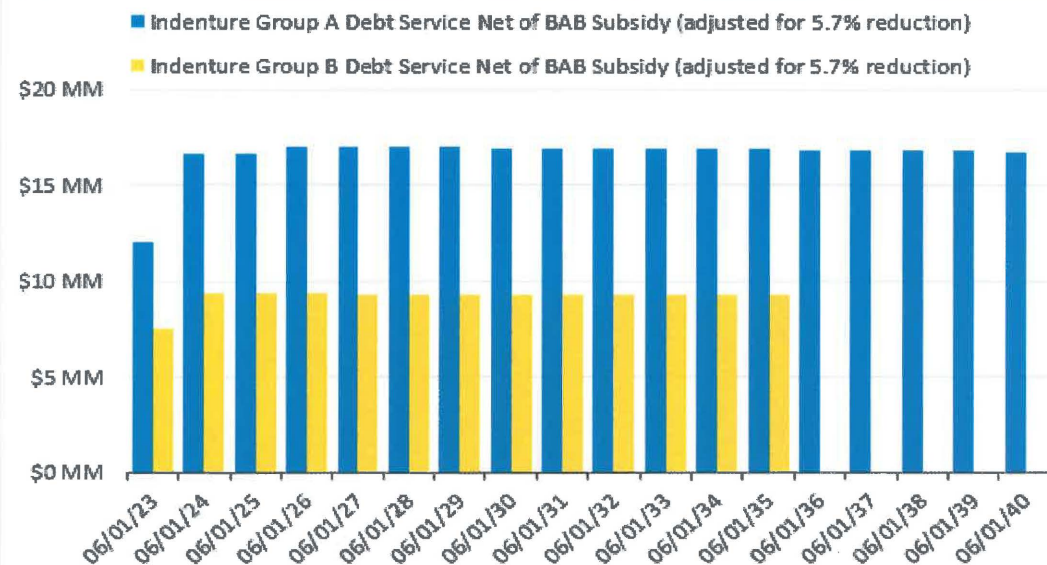
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2019 Series A	Tax-Exempt	Fixed-Rate	\$20,450,000	\$9,430,000	5.000%	-	8/1/2024

## Lodi Energy Center Debt Overview

### LEC Participation Percentages

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

### Lodi Energy Center Debt Service



### Summary of Outstanding Lodi Energy Center Debt

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Next Call	Final Maturity
<b>Indenture Group A   Ratings (M/S/F): A1/A-/A, Stable Outlooks <sup>(1)</sup></b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$176,625,000	\$176,625,000	7.311% <sup>(2)</sup>	Make-Whole	6/1/2040
2017 Series A	Tax-Exempt	Fixed-Rate	\$38,970,000	\$22,945,000	2.270%	-	6/1/2025
<b>Indenture Group B—CADWR   Ratings (M/SF): Aa2/AAA/-, Stable Outlooks</b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$110,225,000	\$94,085,000	4.630%-5.679% <sup>(2)</sup>	Make-Whole	6/1/2035

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

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





NORTHERN CALIFORNIA POWER AGENCY





# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Revised Deposit Calculation Requirements for Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 23-13 authorizing the revised deposit calculation requirements for the Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively "Programs") unless otherwise required by the underlying agreements and approving the General Manager or his designee to temporarily implement revised Schedule Coordination Program Agreement deposit requirements through calendar year 2023 to allow time for the Members to vet and approve changes to the program agreement terms. The revised Schedule Coordination Program Agreement deposit calculation will be based on the highest two months of estimated CAISO costs, and the revised deposit calculation for the other Programs will be based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market, unless otherwise required by the underlying agreements.

## **BACKGROUND:**

The Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program. The identified agreements are:

### **Amended and Restated Scheduling Coordination Program Agreement (SCPA)**

Scheduling Coordination Services include but are not limited to, the submission of schedules and bids on behalf of members, obtaining and maintaining settlement quality meter data, performing outage coordination for planned and unplanned outages, validation and reconciliation of CAISO settlement charges and credits, and allocating CAISO charges and credits among the members.

### **Third Phase Agreement (TPA) "Power Purchase Agreements"**

Participants in a TPA have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects including entering into a Power Purchase Agreement (PPA) with a counterparty on behalf of a member participant. For NCPA to fulfill the obligations of the PPA, member participants agree to take delivery of and pay for such electric capacity and energy and to pay NCPA for all costs it incurs for undertaking the foregoing activities.

### **Market Purchase Program (MPP)**

The MPP is a joint action activity under which NCPA is enabled to transact energy-related products to meet a member participant's need for a period of up to five (5) years forward. Transaction activities are performed using Commission-approved transaction instruments in accordance with the Amended and Restated Market Purchase Program Agreement.

### **Gas Purchase Program (GPP)**

The GPP is a joint action activity under which NCPA is enabled to purchase natural gas supply to meet a member participant's need for a period of up to five (5) years forward. Transaction activities are performed using Commission-approved transaction instruments in accordance with the Natural Gas Program Agreement.

### **NCPA Green Power Program (NGPP)**

The NGPP was established to allow a member participant to jointly pursue eligible renewable resources in the form of Power Purchase Agreements, Project Agreements, or through funding of project development activities that result in Power Purchase Agreements or similar types of agreements that count toward Renewable Portfolio Standard obligations.

### **Single Member Services Agreement (SMSA)**

A member participant in a SMSA has executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects including entering into a SMSA providing Member Advisory Services, Agency Services, Pooled Subscription Services, and Power Procurement Services.

### **Security Deposit Requirements**

Section 10.1 of the SCPA details the following Security Deposit Requirements:

“...a Participant shall deposit into the Balancing Account held by NCPA an amount equal to the highest three (3) months of estimated CAISO invoices for the succeeding twelve (12) months...”

The contractual language for the Security Deposit Requirements for the other non-SCPA Programs have similar contractual language stating:

“...a Participant shall insure that sufficient Security Deposit funds have been deposited with and are held by NCPA equal to the highest three (3) months of estimated [Project Costs / Commodity Costs, etc]...”

NCPA's 2021-2026 Strategic Plan identified a goal to review the reserve and program security deposit policies to ensure collected balances are meeting the emerging market risks and opportunities. In conjunction with that goal and the member sentiments about Deposit Requirements for the programs, staff issued an RFQ for a Reserve and Program Security Deposit Study in May 2022. NCPA selected Utility Financial Solutions (UFS) to perform the study and work commenced in June. Over the next few months, staff met several times with UFS providing documentation, answering questions, and reviewing each project reserve and program deposit requirement. The draft recommendations were reviewed with the Finance Committee at a Special Meeting in September prior to reviewing the study with the Facilities and LEC Project Participant Committee over the months of October through January.

The consultant's draft recommendations were based on industry best practices, and in regards to the SCPA program, UFS recommended that NCPA collect the highest two months of estimated CAISO costs (an amount roughly equal to what NCPA is holding today) instead of the three months currently required by the program agreement. This was largely based on NCPA's cash flow with the timing of collections from participants and payments to CAISO.

Each of the non-SCPA Program related agreements have unique attributes in that:

1. Each respective contract has a value; and/or
2. Each contract will – at some point - be scheduled into the CAISO market.

Depending on the terms, a contract's value will move up or down with energy, capacity, and renewable prices. For example, if a contract has a right to buy price at \$50/MWh and forward price curves reflect similar contracts trading at \$70/MWh, the contract's value is \$20/MWh more than what was originally negotiated, meaning the contract is worth more creating a positive mark-to-market value for the member participant. If the member were to default on payment, NCPA would sell the product to the market at a gain. The same concept applies if forward energy prices reflected \$30/MWh. The same contract would reflect a negative mark-to-market value. In either circumstance, the member participant is obligated to pay the counterparty the number of delivered units times \$50/MWh. If the actual price is higher or lower at the time the contract is scheduled into the CAISO market, the participant will net the difference. As such, it is excessive to calculate the deposit based on the three highest months without taking into account the mark-to-market attribute.

In discussions with the consultant (UFS) who performed the Reserve and Security Deposit Study, staff and UFS agreed that NCPA was holding too much on deposit for the non-SCPA Programs. As a best practice, UFS recommended that NCPA hold the highest, single largest month of contract cost(s) plus the two highest months of mark-to-market contract costs over the next twelve month period.

The Facilities Committee and NCPA recommend the Commission temporarily implement the revised deposit calculation requirements for the SCPA and other Programs, unless otherwise required by the underlying agreements, until the respective agreements have been amended by the Commission and members'/participants' governing bodies. The Committee also recommended that the Programs' deposit calculation requirements be updated biannually during the first and third quarters of the fiscal year and/or at the time a market purchase(s) is completed.

The following table illustrates the estimated change in individual member SCPA Deposit Requirements using the new methodology:

Members	Max Month 1 (2023 Budget)	Max Month 2 (2023 Budget)	Total Load Aggregation	Total Revised SCPA Deposit	Current SCPA Balance	Estimated Change
ALA	\$ 1,354,784	\$ 1,208,803	\$ 2,563,587	\$ 2,563,587	\$ 2,610,855	\$ (47,268)
BART	1,686,020	1,647,892	3,333,912	3,333,912	2,808,300	\$ 525,612
BIG	85,146	66,288	151,434	152,821	118,555	\$ 34,266
GRI	89,204	72,675	161,879	172,050	238,895	\$ (66,845)
HEA	258,367	243,884	502,251	510,757	583,623	\$ (72,866)
LOD	2,117,877	2,033,209	4,151,086	4,200,275	3,606,709	\$ 593,566
LOM	477,897	432,156	910,053	920,593	1,076,108	\$ (155,514)
PAL	3,009,888	2,985,292	5,995,180	5,995,180	6,551,438	\$ (556,258)
PLU	569,626	560,469	1,130,095	1,134,163	903,506	\$ 230,658
POR	549,712	547,516	1,097,228	1,097,228	1,180,022	\$ (82,794)
SNCL	6,009,439	5,933,225	11,942,664	11,942,664	13,665,423	\$ (1,722,759)
UKI	523,116	414,791	937,907	947,153	917,671	\$ 29,481
Subtotal Member Deposits			\$ 32,877,276	\$ 32,970,383	\$ 34,261,105	\$ (1,290,723)



The tables below compare the Original Methodology to the Revised Methodology (as of December 2022) resulting in an estimated total increase of approximately \$7.9 million to the Members' GOR Uncommitted Fund balances:

### Fiscal Year Ending 2023 General Operating Reserves and Commitments

Original Methodology												
Participant	GOR Beginning Balance	Interest Income	Deposits	Withdrawals	GOR Ending Balance	Single Member Service Agreement	Market Purchase Program	MPP Letter of Credit	NCPA Green Purchase Program	Gas Purchase Program	Third Phase Agreement	GOR Uncommitted Funds
Alameda	\$30,301	\$127	\$0	\$0	\$30,428	\$0	\$0	\$0	\$0	\$0	\$18,946	\$11,482
BART	\$11,321,350	\$47,403	\$0	\$0	\$11,368,753	\$143,460	\$938,908	\$0	\$182,766	\$0	\$200,600	\$9,903,019
Biggs	\$633,198	\$2,650	\$0	\$0	\$635,847	\$0	\$70,884	\$0	\$0	\$11,362	\$10,600	\$343,001
Gridley	\$273,158	\$1,143	\$0	\$0	\$274,301	\$0	\$55,572	\$0	\$74,599	\$42,349	\$31,805	\$69,977
Healdsburg	\$5,912,910	\$24,743	\$0	\$0	\$5,937,654	\$0	\$45,456	\$0	\$0	\$95,909	\$174,911	\$5,621,378
Lodi	\$12,471,043	\$50,476	\$308,500	\$2,518,292	\$10,311,727	\$0	\$1,833,767	\$0	\$0	\$676,188	\$874,664	\$6,927,108
Lompoc	\$14,024,745	\$58,722	\$0	\$0	\$14,083,467	\$0	\$220,387	\$0	\$0	\$154,481	\$125,372	\$13,583,227
Palo Alto	\$389,558	\$1,630	\$0	\$0	\$391,189	\$0	\$2,282,736	\$7,000,000	\$0	\$0	\$0	\$5,108,453
Plumas-Sierra	\$1,252,167	\$5,240	\$0	\$0	\$1,257,407	\$0	\$0	\$0	\$0	\$0	\$0	\$1,257,407
Port of Oakland	\$1,067,652	\$4,472	\$0	\$0	\$1,072,124	\$0	\$354,128	\$0	\$0	\$0	\$301,694	\$416,302
Redding	\$304,040	\$1,272	\$0	\$0	\$305,313	\$0	\$0	\$0	\$0	\$0	\$0	\$305,313
Roseville	\$4,017,291	\$16,811	\$0	\$0	\$4,034,102	\$0	\$0	\$0	\$0	\$0	\$1,002,990	\$3,031,111
Santa Clara	\$16,515,750	\$68,682	\$0	\$1,030,047	\$15,554,385	\$0	\$0	\$0	\$0	\$0	\$3,946,143	\$11,608,241
Shasta Lake	\$42,144	\$176	\$0	\$0	\$42,320	\$0	\$0	\$0	\$0	\$0	\$0	\$42,320
Truckee-Donner	\$155,385	\$650	\$0	\$0	\$156,035	\$0	\$0	\$0	\$0	\$0	\$0	\$156,035
Ukiah	\$7,720,872	\$32,735	\$151,530	\$37,493	\$7,867,644	\$0	\$204,131	\$0	\$0	\$64,916	\$100,299	\$7,498,297
						\$ 143,460	\$ 6,005,970	\$ 7,000,000	\$ 257,365	\$ 1,045,205	\$ 6,788,025	\$ 66,082,670
Revised Methodology												
Participant	GOR Beginning Balance	Interest Income	Deposits	Withdrawals	GOR Ending Balance	Single Member Service Agreement	Market Purchase Program	MPP Letter of Credit	NCPA Green Purchase Program	Gas Purchase Program	Third Phase Agreement	GOR Uncommitted Funds
Alameda	\$30,301	\$127	\$0	\$0	\$30,428	\$0	\$0	\$0	\$0	\$0	\$6,511	\$23,917
BART	\$11,321,350	\$47,403	\$0	\$0	\$11,368,753	\$47,849	\$938,908	\$0	\$63,593	\$0	\$71,564	\$10,246,840
Biggs	\$633,198	\$2,650	\$0	\$0	\$635,847	\$0	\$54,490	\$0	\$0	\$8,290	\$3,579	\$569,488
Gridley	\$273,158	\$1,143	\$0	\$0	\$274,301	\$0	\$55,572	\$0	\$25,151	\$17,349	\$10,736	\$165,493
Healdsburg	\$5,912,910	\$24,743	\$0	\$0	\$5,937,654	\$0	\$45,456	\$0	\$0	\$43,562	\$61,214	\$5,787,422
Lodi	\$12,471,043	\$50,476	\$308,500	\$2,518,292	\$10,311,727	\$0	\$917,958	\$0	\$0	\$271,880	\$306,102	\$8,815,787
Lompoc	\$14,024,745	\$58,722	\$0	\$0	\$14,083,467	\$0	\$89,746	\$0	\$0	\$63,188	\$44,727	\$13,885,807
Palo Alto	\$389,558	\$1,630	\$0	\$0	\$391,189	\$0	\$820,096	\$7,000,000	\$0	\$0	\$0	\$6,571,093
Plumas-Sierra	\$1,252,167	\$5,240	\$0	\$0	\$1,257,407	\$0	\$0	\$0	\$0	\$0	\$0	\$1,257,407
Port of Oakland	\$1,067,652	\$4,472	\$0	\$0	\$1,072,124	\$0	\$232,210	\$0	\$0	\$0	\$105,616	\$734,297
Redding	\$304,040	\$1,272	\$0	\$0	\$305,313	\$0	\$0	\$0	\$0	\$0	\$0	\$305,313
Roseville	\$4,017,291	\$16,811	\$0	\$0	\$4,034,102	\$0	\$0	\$0	\$0	\$0	\$357,820	\$3,676,281
Santa Clara	\$16,515,750	\$68,682	\$0	\$1,030,047	\$15,554,385	\$0	\$0	\$0	\$0	\$0	\$1,417,579	\$14,136,806
Shasta Lake	\$42,144	\$176	\$0	\$0	\$42,320	\$0	\$0	\$0	\$0	\$0	\$0	\$42,320
Truckee-Donner	\$155,385	\$650	\$0	\$0	\$156,035	\$0	\$0	\$0	\$0	\$0	\$0	\$156,035
Ukiah	\$7,720,872	\$32,735	\$151,530	\$37,493	\$7,867,644	\$0	\$204,131	\$0	\$0	\$26,281	\$35,782	\$7,601,449
						\$ 47,849	\$ 3,358,568	\$ 7,000,000	\$ 88,744	\$ 430,549	\$ 2,421,231	\$ 73,975,755
						\$ (95,611)	\$ (2,647,402)	\$ -	\$ (168,621)	\$ (614,655)	\$ (4,366,795)	\$ 7,893,085

The deposit methodology requirements will be included in Policy No. 200-101, and the respective agreements will reference that policy. Each subsequent update will require Commission approved updates to Policy No. 200-101.

This new methodology will not be applicable to the Purchase Agreements Between Geysers Power Company, LLC and Northern California Power Agency and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC. These executed agreements require security in an amount equal to the highest three (3) months of estimated project costs for the initial term from January 2025 through December 2026, as estimated by NCPA, to be collected no later than November 1, 2024.

No later than November 1, 2026, each Participant shall adjust the Security Deposit to an amount equal to the highest three (3) months of estimated Project Costs for the period January 2027 through December 2036, as estimated by NCPA.

**FISCAL IMPACT:**

Approval of Resolution 23-13 will not have a direct impact on the appropriations already authorized by the approval of the FY2023 budget. The action will free up committed funds for the non-SCPA Programs in members' GOR balances and result in an estimated deposit of approximately \$1.3 million into members' GOR accounts for the release of the excess of SCPA Program deposits. The methodology will be used to calculate members' required SCPA deposits in conjunction with the fiscal year 2024 budget.

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On January 4, 2023, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over a horizontal line.

RANDY S. HOWARD  
General Manager

**Attachments:**

- Resolution 23-13

## **RESOLUTION 23-13**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING REVISED DEPOSIT CALCULATION REQUIREMENTS FOR THE SCHEDULE COORDINATION PROGRAM AGREEMENT**

**(reference Staff Report #121:23)**

WHEREAS, the Northern California Power Agency's (NCPA) Power Management division provides various services to its members pursuant to service-based agreements and one of those agreements is the Amended and Restated Scheduling Coordination Program Agreement (SCPA); and

WHEREAS, Scheduling Coordination Services include but are not limited to, the submission of schedules and bids on behalf of members, obtaining and maintaining settlement quality meter data, performing outage coordination for planned and unplanned outages, validation and reconciliation of CAISO settlement charges and credits, and allocating CAISO charges and credits among the members; and

WHEREAS, Section 10.1 of the SCPA states a Participant shall deposit into the Balancing Account held by NCPA an amount equal to the highest three (3) months of estimated CAISO invoices for the succeeding twelve (12) months; and

WHEREAS, when the FY2023 budget was approved, forward market prices indicated higher than normal prices significantly increasing the calculated deposit requirement and SCPA participants were expected to deposit an additional \$9.5 million to stay in compliance with the terms of the agreement; and

WHEREAS, NCPA engaged with Utility Financial Solutions (UFS), a rate design and cost of service consultant, to study NCPA's reserves and program security deposit requirements and UFS recommended collecting only the highest two months (instead of three) of estimated CAISO costs for the SCPA program due to the cash flow timing of collections from participants and payments to the CAISO, and

WHEREAS, both the Finance and Facilities Committee reviewed the study and recommended a deferral of the FY2023 SCPA Balancing Account deposit requirement until the final recommendations are approved by the Commission; and

WHEREAS, Section 12.1 of the SCPA states 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 12.2 of this Agreement; and

WHEREAS, SCPA Section 12.1 grants the Commission the ability to direct staff on how to administer aspects of the agreement including the deposit requirements of the Balancing Account subject to a review and recommendation from the Facilities Committee, a quorum of the Commission, and a majority vote of the Participants; and

WHEREAS, NCPA is currently holding a significant amount of funds in the reserve matching an amount roughly equal to the consultant's recommendation that is sufficient to cover any short-term cash flow issues related to the SCPA program and while the SCPA grants authority for NCPA to issue special or emergency invoices if needed, no participant has ever defaulted on their obligations; and



WHEREAS, in Resolution 22-122 the Commission authorized the General Manager or his designee to temporarily implement revised deposit calculation requirements for the Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, Third Phase Agreements, and Single Member Service Agreements (collectively "Programs") based on the highest, single-month contract cost(s) plus the two highest months of Mark-to-Market over the upcoming twelve months until final recommendations of the Reserve and Program Security Deposit Study and amended program agreements can be approved by the Commission. Each Program deposit calculation requirement shall be updated biannually during the first and third quarters and/or market purchase(s); and

WHEREAS, an exception for the new third phase agreement deposit requirement will apply to the to the Purchase Agreements Between Geysers Power Company, LLC and Northern California Power Agency and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC. These executed agreements require security in an amount equal to the highest three (3) months of estimated project costs for the initial term from January 2025 through December 2026, as estimated by NCPA and to be collected no later than November 1, 2024. No later than November 1, 2026, each Participant shall adjust the Security Deposit to an amount equal to the highest three (3) months of estimated Project Costs for the period January 2027 through December 2036, as estimated by NCPA; and

WHEREAS, in Resolution 22-113 the Commission authorized the General Manager or his designee to defer the FY2023 \$9.5 million deposit collection for the Schedule Coordination Program Agreement Balancing Account until final recommendations of the Reserve and Program Security Deposit Study can be approved by the Commission; and

WHEREAS, the Facilities Committee recommended that the Commission of the Northern California Power Agency authorize revised deposit calculation requirements for the Schedule Coordination Program Agreements, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively "Programs") unless otherwise required by the underlying agreements and approve the General Manager or his designee to temporarily implement revised Schedule Coordination Program Agreements deposit requirements through calendar year 2023 to allow time for the Members to vet and approve changes to the program agreement terms. The revised Schedule Coordination Program Agreements deposit calculation will be based on the highest two months of estimated CAISO costs, and the revised deposit calculation for the other Programs will be based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market, unless otherwise required by the underlying agreements; 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 revised deposit calculation requirements for the Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively "Programs") unless otherwise required by the underlying agreements and approve the General Manager or his designee to temporarily implement revised Schedule Coordination Program Agreement deposit requirements through calendar year 2023 to allow time for the Members to vet and approve changes to the program agreement terms. The revised Schedule Coordination Program Agreement deposit calculation will be based on the highest two months of estimated CAISO costs, and the revised deposit calculation for the other Programs will be based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market, unless otherwise required by the underlying agreements.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER - INTERIM  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Approval of Northern California Power Agency's Casualty Insurance Program  
Renewal for March 2023 to March 2024

**AGENDA CATEGORY:** Consent

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

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

Approve Resolution 23-16 authorizing the General Manager or his designee to negotiate and bind the Casualty Insurance program for the term starting March 1, 2023, and ending March 1, 2024, at a not-to-exceed premium of \$2,210,000 for the Northern California Power Agency and Lodi Energy Center.

# BACKGROUND:

Alliant Insurance Services has aggressively marketed the primary liability program to ensure best-in-class pricing, terms, and conditions. Staff is happy to report that AEGIS has agreed to keep the Wild Fire Surcharge flat for the 2023 renewal at \$500,000. Ironshore, who provides \$15M of the \$75M total liability coverage, has decided to discontinue writing policies for this book of business. Alliant is currently marketing that portion of the Excess Tower but is anticipating a 40% increase in premium driven by only a few firms underwriting liability policies. While Alliant estimates an increase of 10-15% for the remaining lines of the program (resulting in a new premium of approximately \$1.8 million), staff recommends establishing a not-to-exceed of \$2.0 million to provide sufficient headroom for the General Manager to bind coverage.

Since LEC has no transmission lines and is not located in one of the CPUC's wildfire threat zones, Liability insurance is much easier and more cost-effective on a separate policy. While Alliant estimates an increase of 15% to the program (resulting in a new premium of approximately \$190,000), the LEC PPC recommends establishing a not-to-exceed of \$210,000 to provide sufficient headroom for the General Manager to bind coverage.

Excess Tower	2022 Actuals	2023 Estimates
Business Automobile (Incl. Mobile Equipment)	60,185	59,959
WC	220,365	227,043
WC Surcharges & Assessments	13,072	13,293
\$35M - AEGIS	575,000	646,875
AEGIS - WF Surcharge	500,000	500,000
AEGIS - TRIA	7,500	7,500
\$25M x \$35M - EIM	171,884	206,261
EIM - \$25 TRIA	1,928	2,000
\$15M x \$60M - TBD	75,250	127,500
TBD - \$15M TRIA	750	2,550
<b>NCPA TOTAL</b>	<b>\$ 1,625,934</b>	<b>\$ 1,792,981</b>
\$35M - AEGIS	148,485	207,500
	1,884	2,500
<b>LEC TOTAL:</b>	<b>\$ 150,369</b>	<b>\$ 210,000</b>

# FISCAL IMPACT:

The total cost to renew the Casualty Insurance program is estimated not-to-exceed \$2,210,000. This amount is already included in the Risk Management budget, and no budget augmentation is required.

**ENVIRONMENTAL ANALYSIS:**

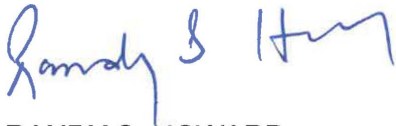
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is, therefore, not a "project" for purposes of Section 21065, the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On February 1, 2023, the Facilities Committee reviewed and approved the recommendation above for Commission approval.

On February 6, 2023 the Lodi Energy Center Project Participants Committee reviewed and approved the above recommendation.

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

**Attachments:**

- Resolution 23-16

**RESOLUTION 23-16**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE CASUALTY INSURANCE PROGRAM RENEWAL  
FOR MARCH 2023 TO MARCH 2024**

**(reference Staff Report #125:23)**

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

WHEREAS, the Agency's Casualty Liability Program is comprised of Excess liability Insurance, including Wild Fire coverage, Business Automobile Insurance for the Agency's fleet, and Worker's Compensation Insurance; and

WHEREAS, underwriters have provided premium indications for the Casualty Insurance program; and

WHEREAS, to negotiate coverage of the policies, this action grants the authority to the General Manager to bind coverages with a not-to-exceed premium of \$2,210,000 for the March 2023 to March 2024 policy year; and

WHEREAS, LEC PPC reviewed and approved on February 6, 2023, and the Facilities Committee reviewed and recommended on February 1, 2023; and

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

NOW, THEREFORE BE IT RESOLVED that the Commission of the Northern California Power Agency approves granting the authority to the General Manager to bind coverages at the proposed not-to-exceed premium of \$2,210,000 for the March 2023 to March 2024 policy year.

PASSED, ADOPTED, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
TRISHA ZIMMER  
INTERIM ASSISTANT  
SECRETARY





# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Nexant Cost Allocation Model Modifications and Updates for Fiscal Year 2024

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks <i>MA</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>
<b>Department:</b>	Power Settlements	

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

Approve Resolution No. 23-18 adopting the changes to the Nexant Model described in this staff report to allocate certain budgeted costs to members for Fiscal Year 2024.

## **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 2024 Annual Budget are allocated to members in accordance with the Nexant Model. This model has been in place at NCPA for the past fourteen budget cycles and is updated each year as part of the annual budget process. The Nexant Model methodology was developed to allocate budgeted costs based on, among other things, defined allocation parameter percentages and determinants that are intended to correspond to the amount of time and effort required by NCPA staff to perform scheduling coordination services to Members. Determinants prescribed by the Nexant studies for use in the Nexant Model include operating data such as plant generating capacity measured in megawatts, Members' metered electricity demand measured in megawatt hours, resource energy schedules associated with daily, hourly and real time market activities, and members' respective bilateral contract deal counts and hourly counts.

The Nexant Model is updated each year with operating data from the previous calendar year. For Fiscal Year 2024, the Nexant Model incorporates a complete set of operating data for calendar year 2022 data with respect to scheduling and resource data for use as allocators in the model.

As NCPA's bidding and scheduling requirements, computer application systems and members' needs have evolved over time, staff has identified the need to periodically adapt or refine the determinants used as inputs into the Nexant Model to ensure they represent an accurate measure of the time and effort performed by staff on behalf of members for use as allocators. Following the review of the Nexant Model results this year, staff proposes five (5) modifications to the model to help ensure the equitable allocation of budgeted costs to Members based on cost causation principles. These proposed changes to the Nexant Model are:

- Expand the current "Pool Resources" cost allocation category to include new "BART and Pool Resources" for the allocation of power pool management costs;
- Modify the current percentage allocation basis to BART and Pool Members for power pool management costs to reflect .3333 percent allocation for loads, 0.24758 percent allocation for contracts and 0.41908 percent allocation for Pool resources, which would replace the current one-third percentage allocation split among BART and Pool Members' respective loads, contracts and Pool Resources;
- Apply HA Schedule Counts, aggregated at the daily level, for Eligible Intermittent Resources (EIR) not scheduled in the Day Ahead CAISO market;

- Calculate Schedule counts for the South Feather Water and Power Agency (SFWPA) project as a single Operating Entity for each of the four resources rather than the 16 different ESP accounts used by NCPA scheduling system to allocate amounts to participants;
- Remove two specific contract deals from the Nexant Model allocated to Biggs

Each of these proposed changes are described below.

**Add new “Pool and BART Resources” Cost Category**

Beginning on or around the start of calendar year 2022, the Bay Area Rapid Transit (BART) District added several new long-term generating resources to its energy portfolio in which NCPA performs scheduling coordination services on BART’s behalf. The addition of these PPA resources to BART’s energy portfolio has helped supplant the use of contract deals that would otherwise be necessary to meet BART’s load and hedge energy costs.

With this significant increase in the use of physical generating resources to help serve its load, staff proposes to add BART’s PPA resources to the existing “Pool Resources” category within the Nexant model to more equitably allocate power pool management costs among BART and Pool Members. This new category would be referred to as “Pool and BART Resources” and used as an allocator in conjunction with BART loads and contracts for certain budgeted power pool management costs as prescribed by the Nexant studies. Table 1 of Appendix A of this staff report includes the new “Pool and BART Resources” as measured in both megawatts and allocation percentage for each member’s respective entitlement shares in jointly owned and member projects that comprise the new Pool and BART Resources category.

**Revise percentage allocation factors for power pool management costs**

Costs for power pool management are allocated to BART and Pool Members based on the simple average of loads, contracts and pool resources, which the Nexant studies identified as the three primary cost drivers. This one-third percentage allocation basis has been used in the determination of power management costs to BART and Pool Members since 2014.

In recent years, however, staff has observed that contract volumes, contract hour counts and contract deal counts have significantly declined. In the past year alone, contract volumes for Pool Members have declined 31%, contract hourly counts have declined 24.5%, and deal counts have declined 17.25%. Contracts for energy and other related products are used as a means to supplement Members’ respective portfolios in response to changing load and supply conditions and in compliance of energy risk management guidelines, as well as other decision criteria. The Nexant studies prescribed the use of Members’ respective contract hour counts and deal counts as inputs into the Nexant Model for the allocation of contract-related costs performed by staff on behalf of Members. Amid the observed reduced contract deals and hourly counts transacted during calendar year 2022, staff has observed that the existing one-third percentage allocation for contracts does not correspond to the amount of time and effort performed by staff on behalf of applicable Members and may disproportionately allocate certain budgeted costs to Members.

To adapt the Nexant Model to the reduction of contract-related transactions during the past year, staff proposes to modify the percentage allocation basis across loads, contracts and pool resources to .33333 percent allocation for Loads, 0.24758 percent allocation for Contracts and 0.41908 percent allocation for Pool & BART Resources. This proposed modification is the result of applying adjustment factors to each of the contract and pool resource allocation percentages based on the average of pool energy and contract quantities as measured in megawatt hours.

For future years, to the extent that the Nexant Model is utilized, staff will apply a threshold criteria test to determine application of adjustment factors by comparing the average of the energy produced from BART & Pool Resources and contract quantities to a 10% tolerance band. Adjustment factors will be applied if the average of the energy produced from BART & Pool Resources and contract quantities falls below the lower threshold band, subject to the review and feedback from the Facilities Committee members.

#### **Apply HA Schedule Counts to EIRs not scheduled in the Day Ahead Market**

In 2014 the Commission approved Staff Report 124:14 that, among other things, excluded application of hour ahead schedule counts from the Nexant Model for Eligible Intermittent Resources (EIRs) that participated in the CAISO's Participating Intermittent Resource Project ("PIRP"). Under PIRP, which has since evolved and is now integrated into the CAISO market operations, EIRs were required to retrieve updated hourly energy forecasts from the CAISO and then submit hourly energy schedules to the CAISO. The CAISO requirement for EIRs to submit hourly schedules to the CAISO did not align with the Nexant studies' method for calculating resource's schedule counts. Based on the Nexant Model, a day ahead schedule is counted as a single schedule irrespective of the number of hourly schedules produced for the same operating day. In contrast, an hour ahead schedule is counted as one schedule count for each hour if there is a non-zero change in quantity from the Day Ahead schedule. Given the treatment of hour ahead schedules in the Nexant Model, and the likelihood that hourly forecasted values for EIRs differ from their day ahead scheduled quantity, EIRs would potentially be subject to higher costs under the Nexant Model compared to a conventional generating resource even though NCPA's process for bidding and scheduling EIRs is largely automated and does not impose any additional time or effort by staff beyond that of a conventional generating resource.

In recent years, the CAISO has revised its rules to allow EIRs the option to submit bids or self-schedules into the Day Ahead market, but having the requirement to submit energy bids and schedules into the CAISO's real-time market. For such EIRs that are scheduled by NCPA in this manner, hour ahead schedule counts would inadvertently be excluded from the Nexant model. To properly account for all EIR resource schedules, staff proposes to apply hour ahead schedule counts to EIRs that are not scheduled in the Day Ahead market. Hour ahead schedule counts for EIRs would be counted as a single daily schedule irrespective of the number of hourly schedules produced for the same operating day, similar to that as a Day Ahead schedule count under the Nexant rules.

#### **Calculate SFWPA Schedule counts as a single Operating Entity**

NCPA began performing scheduling coordination services for the South Feather Water and Power Agency (SFWPA) during January 2022. By design, NCPA's scheduling applications automatically produce four schedules for each hourly market product awarded by the CAISO for each of the four hydro generation facilities associated with the South Feather Water and Power Agency (SFWPA) project. The four NCPA Energy Service Provider ("ESP") schedules represent each of the SFWPA project operating entity participant's respective entitlement shares to awarded market and capacity schedules for each of the four generating resources. These sixteen total ESP schedules (i.e. four ESP accounts for each of the four resources) would overstate the amount of time and effort performed by NCPA staff with providing these services to project participants if used as allocators in the Nexant Model. Unlike most other NCPA jointly owned projects, NCPA is assigned the responsibility to schedule the generating resources as a single operating entity for the SFWPA project on behalf of the project participants. The sixteen ESP accounts are a construct of NCPA's information systems in order to perform transparent bid-to-bill energy accounting and settlements for SFWPA project participants.

Staff recommends that the SFWPA project schedule counts are aggregated and calculated as an average of all awarded schedule counts, by service product, for each of the four generation facilities and allocated to each SFWPA project participant based on their respective entitlement share in the project. This will result in a more equitable allocation basis to SFWPA participants.

**Recommendation to remove two contract deals from the Nexant Model allocated to Biggs**

Staff presented its final version of the Nexant Model at the February 1, 2023 Facilities Committee meeting. Concern was expressed by participants in response to a significant 37.5% increase to City of Biggs when displayed as a measure of cost per metered demand.

Based on feedback from the Facilities Committee members, staff received direction to review and adjust the applicable contract determinants used in the Nexant model that would be considered outside of the standard procurement process during more favorable hydrologic conditions. In support of this effort, staff identified two specific contract deals for energy supply that were allocated exclusively to Biggs to supplement its supply shortfalls caused by reduced Western Base Resource deliveries. This adjustment reduced 1,624 contract hour counts and four (4) deal counts from Biggs' share of the Nexant Model and resulted in a reduction of \$20,000 to Biggs based on the revised, updated baseline version of the Nexant model. The reduction to Biggs' allocated share of costs were re-allocated to the membership in proportion to their respective share of hourly contract counts and deal counts.

**FISCAL IMPACT:**

The updated Nexant determinants will result in a change to all members' allocated shares of Power Management costs in varying amounts. Table 2 of Appendix A provides indicative changes in allocated Nexant Power Management costs to members based on current Fiscal Year 2023 budget after applying updated Calendar Year 2022 determinants to the model.

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Staff provided several informational presentations to Facilities Committee meeting participants at the January 4, 2023 meeting to discuss preliminary Nexant Model results and the underlying causal factors attributable to the proposed changes. On February 8, 2023, the Special Facilities Committee reviewed a revised, final version of the Nexant Model and unanimously endorsed recommendation for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:  
Resolution 23-18



**Table 1: Pool and BART Resources and corresponding Member percentages as a new cost allocation category for allocation of power pool management costs**

Pool Member	Geo	CT1	CT2	NOPA LEC Participants								Other Resources																	Pool Resource - MW	Pool & BART Resource - MW	Pool Resource - %	Pool & BART Resource - %	
				Graciele	Mendocino	PalBug	Richmond Landfill	Santa Cruz Landfill	Ox Mountain	Keller Landfill	High Sierra Co-Gen	Gridley-BART PV	Johnson Ranch Landfill	Foothills Landfill	Butte County Landfill	Kettleman Solar	Hayworth Solar	Elevation Solar	Western Antelope Solar	Crow Creek Solar	Sky River Wind	Slate 1 Solar	Antelope 1B Solar	Kelly Ridge Powerhouse	Sly Creek Powerhouse	Woodleaf Powerhouse	Forbestown Powerhouse						
Alameda	22.20	16.37	9.48	0.44				1.52	5.31	1.78					2.10														84.49	84.49	20.33%	18.20%	
BART				19.97								0.75									9.00	15.00		0.36	0.43	1.98	1.23		48.72	48.72		10.49%	
Biggs	0.30	0.15		0.81																			0.08						1.33	1.33	0.32%	0.29%	
Gridley	0.44	0.26		5.94								0.300											0.23						7.17	7.17	1.73%	1.54%	
Healdsburg	4.83	4.38		4.97																			0.60	0.18	0.21	0.99	0.62		20.98	20.98	5.05%	4.52%	
Lodi	13.52	10.05	19.71	28.75																			3.00	0.91	1.07	4.94	3.09		111.24	111.24	26.77%	23.96%	
Lompoc	4.84	4.38	2.50	6.16																					0.23	0.27	1.23	0.77		26.19	26.19	6.30%	5.64%
Palo Alto							4.50	1.52	5.31	1.78			1.42	4.30		6.00	8.00	12.00	6.00	6.00									114.78	114.78	27.62%	24.72%	
Plumas Sierra	0.92	1.36		2.38							6.00																			14.94	14.94	3.59%	3.22%
Port of Oakland																																	
Ukiah	7.38	6.82		5.40	3.50																		1.20	0.27	0.32	1.48	0.93		4.20	4.20	1.01%	0.90%	
																								0.18	0.21	0.99	0.62		30.26	30.26	7.28%	6.52%	
Pool Capacity	54.44	43.75	31.69	74.38	0.44	3.50	4.50	0.00	3.04	10.62	3.56	6.00	1.05	1.42	4.30	2.10	6.00	8.00	12.00	6.00	6.00	9.00	15.00	5.10	2.13	2.51	11.60	7.25	415.58	464.30	100.00%	100.000%	
Total Capacity	131.52	75.00	49.90	302.58	0.44	3.50	4.50	0.00	3.04	10.62	3.56	6.00	1.05	1.42	4.30	2.10	6.00	8.00	12.00	6.00	6.00	9.00	15.00	5.10	11.00	13.00	60.00	37.50	992.27	1040.99	100.00%	100.000%	

**Table 2:** The table below represents indicative, allocated Nexant Power Management Costs to members and participants for FY 2024 based on the final version of updated calendar year 2022 data and using current Fiscal Year 2023 budgeted costs for comparison purposes, as presented at the February 8, 2023 Special Facilities Committee meeting. These results incorporate the proposed changes described in the staff report. Note: a positive / (negative) value in the last column represents an indicative increase / decrease to a member's cost, respectively.

Member Name	FY 2023 Total Pwr Mgmt	FY 2024 Power Mgmt Total Pwr Mgmt	Increase (Decrease)
Alameda	\$1,027,905	\$1,057,595	\$29,690
BART	\$824,133	\$865,673	\$41,540
Biggs	\$88,228	\$81,340	(\$6,888)
Gridley	\$149,688	\$150,872	\$1,184
Healdsburg	\$255,026	\$258,135	\$3,109
Lodi	\$1,360,216	\$1,390,598	\$30,382
Lompoc	\$437,186	\$389,250	(\$47,935)
Palo Alto	\$1,900,302	\$1,878,484	(\$21,818)
Plumas Sierra	\$419,648	\$356,733	(\$62,915)
Port of Oakland	\$514,979	\$513,013	(\$1,965)
Roseville	\$619,041	\$629,342	\$10,301
Santa Clara	\$4,025,751	\$4,067,223	\$41,472
Turlock Irrigation District	\$155,025	\$159,362	\$4,337
Ukiah	\$358,070	\$365,885	\$7,815
	\$12,135,197	\$12,163,506	\$28,308
Direct to Programs - LEC	\$1,399,316	\$1,371,008	(\$28,308)
Power Mgmt Budget	\$13,534,513	\$13,534,513	\$0

## RESOLUTION 23-18

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTING THE MODIFIED NEXANT COST ALLOCATION MODEL INPUT DETERMINANTS FOR FISCAL YEAR 2024

(reference Staff Report #127:23)

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

WHEREAS, staff has reviewed calendar year 2022 data for input into the Nexant Cost Allocation Model for Fiscal Year 2024, and recommends adjustments be performed to certain bill determinants to more accurately reflect their use as allocators as described in Staff Report #127:23 for inputs into the Nexant Power Management Cost Allocation Model in order to allocate certain budgeted costs to members for Fiscal Year 2024; 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 the modified Nexant Cost Allocation Model input determinants as described in Staff Report #127:23 as inputs into the Nexant Power Management Cost Allocation Model in order to allocate budgeted costs to members for Fiscal Year 2024.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** D&R International, Ltd.– First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione <i>JDC</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	

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



## **RECOMMENDATION:**

Approve Resolution 23-19 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with D&R International, Ltd for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, to increase the total not-to-exceed amount by \$1,000,000, and to update the Scope of Services and Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. D&R International, Ltd was one of the consultants selected based upon its experience and response to the RFP.

NCPA entered into a three-year MTCSA with D&R International, Ltd effective February 1, 2021, for an amount not to exceed \$1,000,000. This agreement has been used by multiple NCPA Members through NCPA's Support Services program, and several NCPA Members have requested that the agreement be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of January 31, 2024 to a new date of January 31, 2026. To ensure sufficient funds are available for the remainder of the amended contract term, this amendment will increase the not to exceed amount from \$1,000,000 to \$2,000,000 for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Additionally, the amendment will update the Scope of Services and Compensation Schedule to reflect current hourly rates and services and the removal of "ChooseEV Online Customer Engagement Tools." ChooseEV is now provided by CLEAResult due to its acquisition of the Yenter Group. Both CLEAResult and D&R International were selected during the request for proposal (RFP) process. At the time of the RFP, D&R International included ChooseEV as part of the services it could provide through its subcontractor Yenter Group. In a transfer approved by both D&R International and CLEAResult, CLEAResult acquired the ChooseEV product. Both CLEAResult and D&R provide many other electrification services that have not changed and will continue to be offered for the extended period of both of these agreements. The pricing for D&R International has been updated to remove the rates for the ChooseEV platform, in addition to the agreed upon escalation to its hourly rates.

NCPA has agreements in place for similar services with CLEAResult Consulting, Inc. and Frontier Energy, Inc.

### **FISCAL IMPACT:**

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

### **SELECTION PROCESS:**

Eight vendors were selected as a result of a Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA.

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 of the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

The recommendation will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on February 22, 2023.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

### **Attachments (3):**

- Resolution 23-19
- Multi-Task Consulting Services Agreement with D&R International, Ltd
- First Amendment to Multi-Task Consulting Services Agreement with D&R International, Ltd

**RESOLUTION 23-19**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES  
AGREEMENT WITH D&R INTERNATIONAL, LTD**

**(reference Staff Report #128:23)**

WHEREAS, Northern California Power Agency (NCPA) and D&R International, Ltd entered into a Multi-Task Consulting Services Agreement effective February 1, 2021, for D&R International, Ltd to provide electrification education and outreach services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with D&R International, Ltd be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$1,000,000 to \$2,000,000 to ensure sufficient funds are available for the remainder of the contract term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into the First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

\_\_\_\_\_  
ATTEST:  
ASSISTANT SECRETARY



## FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND D&R INTERNATIONAL, LTD.

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and D&R International, Ltd. ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2023.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective February 1, 2021, (the "Agreement") for Consultant to provide energy efficiency services including electric vehicle (EV) education, electrification education, EV strategic planning, and various additional services related to EV planning, rebate programs, installer services, EV dealer directory and training services, and strategic planning and analysis; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two (2) years from the original expiration date of January 31, 2024, to a new date of January 31, 2026; and

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

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

WHEREAS, the Parties have agreed to amend the Compensation Schedule and Hourly Fees set forth in Exhibit B to the Agreement to coincide with the changes to the Scope of Services; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Two Million dollars (\$2,000,000) for the Services, which shall include all fees, costs, expenses and other

reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

D&R INTERNATIONAL, LTD.

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

\_\_\_\_\_  
**Authorized signatory**

Attest:

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

Approved as to Form:

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

## EXHIBIT A

### SCOPE OF SERVICES

D&R International, Ltd. ("Consultant") shall provide energy efficiency services as requested by the Northern California Power Agency ("Agency") on behalf of the Agency, NCPA Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, including:

#### A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle. For example:
  - Is an EV right for me? Key considerations for purchasing an EV
  - What about buying a used electric vehicle?
  - How much will it cost me to charge my EV?
  - What is the difference between all electric and plug-in hybrid vehicles?
  - Can I charge at Home?
  - Is there public charging available and how can I use it?
  - What are the local incentives I can take advantage of to acquire and charge my EV?
  - Where should I buy my next EV?
  - What kind of EV models are available?
  - What is the difference between purchasing and leasing an EV?
  - What are the environmental benefits of owning an EV?

#### B. Electrification Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home and at businesses, with a priority on financials and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses. For example:
  - Electrification 101: An overview of the what, why, when, who, and how
  - A Cost-Effective Roadmap for Electrifying Your Residence
  - A Cost-Effective Roadmap for Electrifying Your Business
  - Overview of HVAC Heat Pumps
  - Overcoming Installation and Sales Challenges for HVAC Heat Pumps in Retrofit Construction
  - Overview of Heat Pump Water Heaters
  - Overcoming Installation and Sales Challenges for Residential Replacement Heat Pump Water Heaters
  - Putting It All Together in the Clean Energy Home
- **Home Energy Estimator for Water Heating**
- **Home Energy Estimator for HVAC**



**C. Additional Services**

- EV Strategic Planning
- EV Public Charger Installation Management (Identify local contractors and recommend chargers)
- Development of customer EV charger rebate programs
- Qmerit EV Charger Installer Services (Identify recommended contractors for bids)
- EV Dealer Directory
- EV Dealer Training Services
- ReCurrent Used Electrical Vehicle Battery Analysis

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

## EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$2,000,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

### Fixed Fees

Service Area	Description of Service	Pricing
<b>Workshops</b>	1 Hour Workshop Delivery	\$1,000
	3* Hour Workshop Delivery	\$2,000
	6* Hour Workshop Delivery	\$4,000
	Guest Speaker Fee	\$300 (1.5 Hour) \$500 (3-hour) \$1,000 (6 Hour)
	Travel	At-Cost
<b>Asynchronous/ On-Demand Courses</b>	Online Course Access (per user)	\$250
<b>Content Enhancement</b>	Content Rebranding (Utility Logo, Color-Scheme)	\$500
	Content Enhancement (Localization, Additional Subtopic)	\$2,000
	Content Translation (Each additional language)	\$500
	Video Segment	\$1500
	Custom Content Development	*T&M

\*Longer course lengths are provided for reference. D+R can customize workshop length as needed based on the needs of the requestor.

\*\*Pricing for Online Course Access can be customized for smaller or larger groups as needed.

### Hourly Fees

For custom content development, and other additional services not otherwise covered by the costs and fees listed above (Exhibit A, Section C), fees will be based on a time and materials structure using the labor categories and billing rates listed below:

Labor Categories	2023 Billing Rate
Principal	\$341.25
Senior Consultant	\$262.50
Senior Project Manager	\$173.25
Project Manager	\$136.50
Senior Associate	\$126.00
Associate	\$94.50
Subject Matter Expert	\$183.75
Engineer II	\$183.75
Engineer I	\$168.00

Rates listed above are effective through December 31, 2023. Billing rates will increase by five percent (5%) each year on January 1.



Pricing for services not otherwise listed above 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.



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
D&R INTERNATIONAL, LTD.**

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 D&R International, Ltd., a corporation with its office located at 1100 Wayne Avenue, Suite 700, Silver Spring MD, 20910 ("Consultant") (together sometimes referred to as the "Parties") as of 2/1/, 2021 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day

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

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

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

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

Invoices shall be sent to:

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

**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:

Margaret Rivera  
Contracts  
D&R International, Ltd.  
1100 Wayne Avenue, Suite 700  
Silver Spring, MD 20910

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 2/1/21

Randy S. Howard  
RANDY S. HOWARD  
GENERAL MANAGER

D&R INTERNATIONAL, LTD

Date 1/25/2021

David P. Steiner  
DAVID P. STEINER  
PRESIDENT

Attest:

[Signature]  
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt  
Jane E. Luckhardt, General Counsel



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A. EV Education**

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle. For example:
  - Is an EV right for me? Key considerations for purchasing an EV
  - What about buying a used electric vehicle?
  - How much will it cost me to charge my EV?
  - What is the difference between all electric and plug-in hybrid vehicles?
  - Can I charge at Home?
  - Is there public charging available and how can I use it?
  - What are the local incentives I can take advantage of to acquire and charge my EV?
  - Where should I buy my next EV?
  - What kind of EV models are available?
  - What is the difference between purchasing and leasing an EV?
  - What are the environmental benefits of owning an EV?

#### **B. Electrification Education**

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home and at businesses, with a priority on financials and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses. For example:
  - Electrification 101: An overview of the what, why, when, who, and how
  - A Cost-Effective Roadmap for Electrifying Your Residence
  - A Cost-Effective Roadmap for Electrifying Your Business
  - Overview of HVAC Heat Pumps
  - Overcoming Installation and Sales Challenges for HVAC Heat Pumps in Retrofit Construction
  - Overview of Heat Pump Water Heaters
  - Overcoming Installation and Sales Challenges for Residential Replacement Heat Pump Water Heaters
  - Putting It All Together in the Clean Energy Home
- **Home Energy Estimator for Water Heating**
- **Home Energy Estimator for HVAC**

**C. Additional Services**

- ChooseEV - Online EV Customer Engagement Tools
- EV Strategic Planning
- EV Public Charger Installation Management (Identify local contractors and recommend chargers)
- Development of customer EV charger rebate programs
- Qmerit EV Charger Installer Services (Identify recommended contractors for bids)
- EV Dealer Directory
- EV Dealer Training Services
- ReCurrent Used Electrical Vehicle Battery Analysis

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

## EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

### Fixed Fees

Service Area	Description of Service	Pricing
<b>Workshops</b>	1 Hour Workshop Delivery	\$1,000
	3* Hour Workshop Delivery	\$2,000
	6* Hour Workshop Delivery	\$4,000
	Guest Speaker Fee	\$300 (1.5 Hour) \$500 (3-hour) \$1,000 (6 Hour)
	Travel	At-Cost
<b>Asynchronous/ On-Demand Courses</b>	Online Course Access (per user)	\$250
<b>Content Enhancement</b>	Content Rebranding (Utility Logo, Color-Scheme)	\$500
	Content Enhancement (Localization, Additional Subtopic)	\$2,000
	Content Translation (Each additional language)	\$500
	Video Segment	\$1500
	Custom Content Development	*T&M

\*Longer course lengths are provided for reference. D+R can customize workshop length as needed based on the needs of the requestor.

\*\*Pricing for Online Course Access can be customized for smaller or larger groups as needed.

### Hourly Fees

For custom content development, and other additional services not otherwise covered by the costs and fees listed above (Exhibit A, Section C), fees will be based on a time and materials structure using the labor categories and billing rates listed below:

Labor Category	Billing Rate
Principal	\$325.00
Senior Consultant	\$250.00
Senior Project Manager	\$165.00
Project Manager	\$130.00
Senior Associate	\$120.00
Associate	\$90.00
Subject Matter Expert	\$175.00
Engineer II	\$175.00
Engineer I	\$160.00

The listed rates above are effective through December 31, 2021. Billing rates will increase by five percent (5%) each year on January 1.



### Pricing for ChooseEV

ChooseEV annual fees are calculated based utility size and the number of tools a utility chooses to use. We suggest at minimum 4 tool package. This is annual pricing, billed each year on the Effective Date of the signed Agreement.

	Meters	3 tool pkg	4 tool pkg	5 tool pkg
City of Biggs	1800	\$ 1,650	\$ 1,800	\$ 2,250
City of Shasta Lake	4000	\$ 1,650	\$ 1,800	\$ 2,250
City of Healdsburg	5793	\$ 3,000	\$ 3,600	\$ 4,500
Plumas Sierra	6500	\$ 3,000	\$ 3,600	\$ 4,500
Gridley California	7000	\$ 3,000	\$ 3,600	\$ 4,500
Trukee Donner PUD	13000	\$ 3,000	\$ 3,600	\$ 4,500
City of Lompoc	15000	\$ 3,000	\$ 3,600	\$ 4,500
City of Ukia	15000	\$ 3,000	\$ 3,600	\$ 4,500
Lodi	28000	\$ 4,200	\$ 5,200	\$ 6,500
Alameda Power	34000	\$ 4,200	\$ 5,200	\$ 6,500
City of Redding Electric Utility	42000	\$ 4,200	\$ 5,200	\$ 6,500
City of Roseville Electric utility	50000	\$ 4,200	\$ 5,200	\$ 6,500
Silicon Vally Power	51000	\$ 5,700	\$ 7,200	\$ 9,000
City of Palo Alto	62000	\$ 5,700	\$ 7,200	\$ 9,000
		\$ 49,500	\$ 60,400	\$ 75,500

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** CLEAResult Consulting Inc.– First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione <i>JCC</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	

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

Approve Resolution 23-20 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with CLEAResult Consulting Inc. for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, to increase the total not-to-exceed amount by \$1,000,000, and to update the Scope of Services and Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. CLEAResult Consulting Inc. was one of the consultants selected based upon its experience and response to the RFP.

NCPA entered into a three-year MTCSA with CLEAResult Consulting Inc. effective December 18, 2020, for an amount not to exceed \$1,000,000. This agreement has been used by multiple NCPA Members through NCPA's Support Services program, and several NCPA Members have requested that the agreement be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of December 17, 2023, to a new date of December 17, 2025. To ensure sufficient funds are available for the remainder of the amended contract term, this amendment will increase the not to exceed amount from \$1,000,000 to \$2,000,000 for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Additionally, the amendment will update the Scope of Services and Compensation Schedule to reflect current hourly rates and services and the addition of "ChooseEV Online Customer Engagement Tools" due to CLEAResult's acquisition of Yenter Group. ChooseEV was previously provided by D&R International, Inc. by its subcontractor Yenter Group. Both CLEAResult and D&R International were selected during the request for proposal (RFP) process. At the time of the RFP, D&R International included ChooseEV as part of the services it could provide through its subcontractor Yenter Group. In a transfer approved by both D&R International and CLEAResult, CLEAResult acquired the ChooseEV product. Both CLEAResult and D&R provide many other electrification services that have not changed and will continue to be offered for the extended period of both of these agreements. The pricing for CLEAResult now includes rates for the ChooseEV platform, in addition to the agreed upon escalation in hourly rates.

NCPA has agreements in place for similar services with D&R International Ltd. and Frontier Energy, Inc.



### **FISCAL IMPACT:**

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

### **SELECTION PROCESS:**

Eight vendors were selected as a result of a Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA.

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 of the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

The recommendation will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on February 22, 2023.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

### **Attachments (3):**

- Resolution 23-20
- Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc.
- First Amendment to Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc.

**RESOLUTION 23-20**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES  
AGREEMENT WITH CLEAResult CONSULTING, INC.**

(reference Staff Report #129:23)

WHEREAS, Northern California Power Agency (NCPA) and CLEAResult Consulting, Inc. entered into a Multi-Task Consulting Services Agreement effective December 18, 2020, for CLEAResult Consulting, Inc. to provide electrification education and outreach services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with CLEAResult Consulting, Inc. be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$1,000,000 to \$2,000,000 to ensure sufficient funds are available for the remainder of the contract term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into the First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

\_\_\_\_\_  
ATTEST:  
ASSISTANT SECRETARY



## **FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CLEARRESULT CONSULTING INC.**

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and CLEARResult Consulting Inc. ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2023.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective December 18, 2020, (the "Agreement") for Consultant to provide energy efficiency services including electric vehicle (EV) education, electrification education, and additional services related to electrification program design and implementation, EV charging infrastructure technical assistance, and energy advisor services; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two (2) years from the original expiration date of December 17, 2023, to a new date of December 17, 2025; and

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

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

WHEREAS, the Parties now desire to amend the Compensation Schedule and Hourly Rates set forth in Exhibit B to coincide with the Scope of Services; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Two Million dollars (\$2,000,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full

amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

CLEARRESULT CONSULTING INC.

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

\_\_\_\_\_  
**Authorized signatory**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

CLEAResult Consulting Inc. ("Consultant") shall provide energy efficiency services as requested by the Northern California Power Agency ("Agency") on behalf of the Agency, NCPA Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, including:

#### **A. EV Education**

Consultant will provide workshops and online education on the adoption of electric vehicles ("EVs") by Agency customers. Workshop length and content to be adjusted to the audience. Workshops to include information on EV supply equipment ("SE"), used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.

#### **B. Electrification Education**

Consultant will provide workshops and online education on the switch from gas to electric equipment in the home and at businesses, emphasizing financial and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses.

Consultant will provide virtual electrification and energy efficiency audits for customer interested in a virtual assessment of electrification and energy efficiency potential and opportunities. Consultant will utilize its proprietary virtual audit tool and qualified staff to perform these audits which includes outreach to potential participants, guided audit at the home or facility, and a report of findings and opportunities.

#### **C. Additional Services**

Agency members may also engage Consultant for additional EV, energy efficiency, and electrification support services listed below. The scope of these services will be defined in the Purchase Order and will be billed on a Time & Materials ("T&M") basis using the hourly rates listed in Exhibit B.

1. Electrification Program Design and Implementation Services.
2. EV Charging Infrastructure Technical Assistance.
3. Energy Advisor Services.
4. Choose EV Online Customer Engagement Tools

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$2,000,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

#### Hourly Rates

This Agreement is based upon time and materials charges and Consultant will bill for authorized labor and expenses on a monthly basis. Hourly billing increments will be by the quarter hour. For example only, Services of 15 minutes of time or fewer will be billed as 15 minutes, 16 to 30 minutes will be billed as 30 minutes, etc.

Any modification or additional roles must be approved by NCPA in writing via email prior to invoicing.

Rates Effective 1-1-2023:

Role	Rate
Director	\$213
Sr. Manager	\$175
Manager	\$139
Program Analyst	\$106
Account Manager	\$126
Sr. Energy Advisor	\$102
Energy Advisor	\$81
Sr. Engineer	\$188
Engineer	\$144
Sr. Designer	\$123
Incentive Processor	\$60
Contact Center Representative	\$48

Annually on each anniversary of the Effective Date, the rates will increase at the lesser of 3% or the 12-month employment cost index as reported by the Bureau of Labor Statistics, but in no event shall rates increase at less than 1%.

#### Pricing for ChooseEV

ChooseEV annual fees are calculated based utility size and the number of tools a utility chooses to use. We suggest at minimum 4 tool package. This is annual pricing, billed each year on the Effective Date of the signed Agreement. The annual pricing below shall remain in effect throughout the term of the Agreement.



	Meters	3 tool pkg	4 tool pkg	5 tool pkg
City of Biggs	1800	\$ 1,650	\$ 1,800	\$ 2,250
City of Shasta Lake	4000	\$ 1,650	\$ 1,800	\$ 2,250
City of Healdsburg	5793	\$ 3,000	\$ 3,600	\$ 4,500
Plumas Sierra	6500	\$ 3,000	\$ 3,600	\$ 4,500
Gridley California	7000	\$ 3,000	\$ 3,600	\$ 4,500
Trukee Donner PUD	13000	\$ 3,000	\$ 3,600	\$ 4,500
City of Lompoc	15000	\$ 3,000	\$ 3,600	\$ 4,500
City of Ukiah	15000	\$ 3,000	\$ 3,600	\$ 4,500
Lodi	28000	\$ 4,200	\$ 5,200	\$ 6,500
Alameda Power	34000	\$ 4,200	\$ 5,200	\$ 6,500
City of Redding Electric Utility	42000	\$ 4,200	\$ 5,200	\$ 6,500
City of Roseville Electric utility	50000	\$ 4,200	\$ 5,200	\$ 6,500
Silicon Vally Power	51000	\$ 5,700	\$ 7,200	\$ 9,000
City of Palo Alto	62000	\$ 5,700	\$ 7,200	\$ 9,000
		\$ 49,500	\$ 60,400	\$ 75,500

Pricing for services not otherwise listed above 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



## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CLEAResult CONSULTING INC.**

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 CLEAResult Consulting Inc., a Texas corporation with its office located at 4301 Westbank Drive, Building A, Suite 300, Austin, TX 78746 ("Consultant") (together sometimes referred to as the "Parties") as of Dec. 18, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto: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, that may be legally imposed on Consultant by a tax authority and 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 affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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



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

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

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

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

Each party shall be responsible for the payment of all employee compensation, benefits and employment and other taxes pertaining to its employees and business including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and all state and local taxes related to employee compensation, benefits and employment.

Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and



subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the

Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:



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

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

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Notwithstanding the foregoing, Consultant retains ownership of all pre-existing intellectual property and any generally applicable development, modification or improvement of such pre-existing intellectual property under this Agreement (collectively, "Consultant IP"). To the extent any deliverable incorporates Consultant IP, Consultant grants to the Agency a nonexclusive, worldwide, royalty-free, irrevocable license (with rights to sublicense to others) in Consultant IP to translate, reproduce, distribute and prepare derivative works, to publicly perform, and to publicly display all deliverables and to authorize others to do so.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code

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

#### **9.4 Confidential Information and Disclosure.**

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

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

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

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

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



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

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

**Section 10. MISCELLANEOUS PROVISIONS.**

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

in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Legal Department  
CLEAResult  
100 SW Main Street, Suite 1500  
Portland, OR 97204

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 12/18/20



**RANDY S. HOWARD**  
**GENERAL MANAGER**

CLEAResult CONSULTING INC.

Date 12/15/2020



**ANDREA WHITE**  
**VICE PRESIDENT**

Attest:



**Assistant Secretary of the Commission**

Approved as to Form:



**Jane E. Luckhardt, General Counsel**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. EV Education**

Consultant will provide workshops and online education on the adoption of electric vehicles ("EVs") by Agency customers. Workshop length and content to be adjusted to the audience. Workshops to include information on EV supply equipment ("SE"), used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.

**B. Electrification Education**

Consultant will provide workshops and online education on the switch from gas to electric equipment in the home and at businesses, emphasizing financial and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses.

Consultant will provide virtual electrification and energy efficiency audits for customer interested in a virtual assessment of electrification and energy efficiency potential and opportunities. Consultant will utilize its proprietary virtual audit tool and qualified staff to perform these audits which includes outreach to potential participants, guided audit at the home or facility, and a report of findings and opportunities.

**C. Additional Services**

Agency members may also engage Consultant for additional EV, energy efficiency, and electrification support services listed below. The scope of these services will be defined in the Purchase Order and will be billed on a Time & Materials ("T&M") basis using the hourly rates listed in Exhibit B.

1. Electrification Program Design and Implementation Services.
2. EV Charging Infrastructure Technical Assistance.
3. Energy Advisor Services.



## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

#### Hourly Rates

This Agreement is based upon time and materials charges and Consultant will bill for authorized labor and expenses on a monthly basis. Hourly billing increments will be by the quarter hour. For example only, Services of 15 minutes of time or fewer will be billed as 15 minutes, 16 to 30 minutes will be billed as 30 minutes, etc.

Any modification or additional roles must be approved by NCPA in writing via email prior to invoicing.

Role	Rate
Director	\$195
Sr. Manager	\$160
Manager	\$127
Program Analyst	\$97
Account Manager	\$115
Sr. Energy Advisor	\$93
Energy Advisor	\$74
Sr. Engineer	\$172
Engineer	\$132
Sr. Designer	\$113
Incentive Processor	\$55
Contact Center Representative	\$44

Annually on each anniversary of the Effective Date, the rates will increase at the lesser of 3% or the 12-month employment cost index as reported by the Bureau of Labor Statistics, but in no event shall rates increase at less than 1%.

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** NewGen Strategies and Solutions, LLC – First Amendment to Five Year Multi-Task Consulting Services Agreement for Cost of Service, Rate Design and Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks <i>MH</i> Assistant General Manager/CFO	<b>METHOD OF SELECTION:</b>  N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>
<b>Department:</b>	Accounting & Finance	

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



## **RECOMMENDATION:**

Approve Resolution 23-21 authorizing the General Manager or his designee to enter into a First Amendment to the five year Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC for comprehensive cost of service analysis, rate design, and related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$250,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

NCPA issued a Request for Proposal (RFP) on May 20, 2021, to solicit proposals from qualified consultants providing cost of service analysis, rate design, and recommendations. Five consultants responded to the RFP. Based on the evaluation conducted by NCPA Chief Financial Officer Monty Hanks, NewGen Strategies and Solutions, LLC was one of the consultants selected based upon its knowledge, experience, and skills; competitive rates for the services, and quality and completeness of the proposal in response to the RFP.

NCPA entered into a five-year Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC effective September 13, 2021, for an amount not-to-exceed \$250,000. NCPA's Support and Shared Services Program has expanded with two SCPPA members requesting services through this agreement. Currently, there are not sufficient funds available to accommodate the second request. Also, NCPA wants to ensure there are sufficient funds available throughout the five-year term.

The First Amendment will increase the not-to-exceed amount from \$250,000 to \$1,500,000 for continued use by NCPA, NCPA Members, by SCPPA and SCPPA member. Additionally, the amendment will update the Compensation Schedule to reflect current hourly rates.

NCPA has agreements in place for similar services with Utility Financial Solutions, EES Consulting, Financial Consulting Solutions Group, Inc. and Energy & Environmental Economics.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will increase from \$250,000 to \$1,500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

The Legislative & Regulatory Committee will review this proposal at its meeting on February 22, 2023.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 23-21
- First Amendment to Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC
- Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC

## **RESOLUTION 23-21**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC**

**(reference Staff Report #130:23)**

WHEREAS, NCPA issued a Request for Proposal (RFP) on May 20, 2021, to solicit proposals from qualified consultants providing cost of service analysis, rate design, and recommendations. NewGen Strategies and Solutions, LLC was one of the consultants selected based upon its knowledge, experience, and skills; competitive rates for the services, and quality and completeness of the proposal in response to the RFP; and

WHEREAS, NCPA entered into a five-year Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC effective September 13, 2021, for an amount not-to-exceed \$250,000; and

WHEREAS, NCPA's Support and Shared Services Program has expanded with two SCPPA members requesting services through this agreement. Currently, there are not sufficient funds available to accommodate the second request. Also, NCPA wants to ensure there are sufficient funds available throughout the five-year term; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task Consulting Services Agreement to increase the not to exceed amount from \$250,000 to \$1,500,000 to ensure sufficient funds are available for the remainder of the contract term, and to amend Exhibit B – Compensation Schedule and Hourly Fees as requested by the vendor to reflect an increase in labor and material costs; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC for comprehensive cost of service analysis, rate design, and related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$250,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI, CHAIR

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER - INTERIM  
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND NEWGEN STRATEGIES AND  
SOLUTIONS, LLC**

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and NewGen Strategies and Solutions, LLC ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2023.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective September 13, 2021, (the "Agreement") for Consultant to provide comprehensive cost of service analysis, rate design and related services; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$250,000 to a 'NOT TO EXCEED amount of \$1,500,000; and

WHEREAS, the Parties now desire to amend the Compensation Schedule and Hourly Rates set forth in Exhibit B to coincide with the increased not-to-exceed amount of the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** One Million Five Hundred Thousand dollars (\$1,500,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

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

NORTHERN CALIFORNIA POWER AGENCY

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

NEWGEN STRATEGIES AND SOLUTIONS,  
LLC

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

\_\_\_\_\_  
**SCOTT BURNHAM, Partner**

Attest:

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

Approved as to Form:

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,500,000. The hourly billing rates listed below include the services to complete the cost of service, financial projection, design of existing rates, considerations for alternative rate structures, and remote presentation to the governing body.

#### 2023 Billing Rates for Project Team

Team Member	Hourly Billing Rate
Scott Burnham	\$280
Tony Georgis	\$325
Max Bernt	\$265
Meghan Helper	\$165
Kyle Palm	\$165
<i>Subcontract with BB&amp;A</i>	
Michael A. Bell	\$500
R. Alexander Burnett	\$500

Note: Billing rates are subject to change based on annual reviews and salary increases.

#### NewGen Strategies and Solutions 2023 Billing Rates

Position	Hourly Billing Rate
Partner	\$250 – \$385
Principal	\$235 – \$385
Senior Manager	\$210 – \$265
Manager	\$185 – \$210
Senior Consultant	\$160 – \$185
Consultant	\$150 – \$160
Administrative Services	\$120

Note: Billing rates are subject to change based on annual reviews and salary increases.

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.



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
NEWGEN STRATEGIES AND SOLUTIONS, LLC**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and NewGen Strategies and Solutions, LLC, a limited liability company, with its office located at 225 Union Blvd, Suite 305 Lakewood, CO 80228 ("Consultant") (together sometimes referred to as the "Parties") as of SEPT 13, 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) year from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day



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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two hundred fifty thousand dollars (\$250,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto: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.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

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

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

**5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

## **Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel



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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant

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

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.



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

**8.4.1** Immediately terminate the Agreement;

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

**8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or

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

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

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

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

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



## 9.4 **Confidential Information and Disclosure.**

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

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

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

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

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

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial



interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**10.7 Contract Administrator.** This Agreement shall be administered by Monty Hanks, 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:

Mr. Scott Burnham  
Director  
NewGen Strategies and Solutions, LLC  
225 Union Boulevard, Suite 305  
Lakewood, CO 80228

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 SCPA 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

NEWGEN STRATEGIES AND  
SOLUTIONS, LLC

Date 9/13/21

Date 8/31/2021

  
RANDY S. HOWARD, General Manager

DocuSigned by:  
  
SCOTT BURNHAM, DIRECTOR

Attest:  
  
Assistant Secretary of the Commission

Approved as to Form:  
  
Jane E. Luckhardt, General Counsel



## **EXHIBIT A**

### **SCOPE OF SERVICES**

NewGen Strategies and Solutions, LLC ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency"), at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA members, including:

1. Cash Reserve Policies
2. Development of Long-Term Financial Projections
3. Cost of Service Study (COSA)
4. Customer Rate Designs
5. Review of Cost Adjustment(s)
6. Presentation to Staff & Governing body
7. Reports
  - i. Executive Summary Report
  - ii. Rate Design Report & Recommendation
  - iii. Provided in Word and/or Excel spreadsheets

Listed Subcontractor: Bell, Burnett & Associates

**EXHIBIT B****COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$250,000. The hourly billing rates listed below include the services to complete the cost of service, financial projection, design of existing rates, considerations for alternative rate structures, and remote presentation to the governing body.

**2021 Billing Rates for Project Team**

<b>Team Member</b>	<b>Hourly Billing Rate</b>
Scott Burnham	\$260
Tony Georgia	\$310
Natalie Accardo	\$190
Meghan Halper	\$135
Kyle Palm	\$135
<b>Subcontract with BB&amp;A</b>	
Michael A. Bell	\$500
R. Alexander Burnett	\$500
Note: Billing rates are subject to change based on annual reviews and salary increases.	

**NewGen Strategies and Solutions**  
**2021 Billing Rates**

<b>Position</b>	<b>Hourly Billing Rate</b>
President / Managing Director / Director	\$230 - \$360
Executive Consultant	\$220 - \$320
Senior Consultant	\$165 - \$220
Consultant	\$120 - \$170
Note: Billing rates are subject to change based on annual reviews and salary increases.	

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

# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** CLOSED SESSION ITEM 21

**AGENDA CATEGORY:** Closed Session

<b>FROM:</b>	Jane Luckhardt	<b>METHOD OF SELECTION:</b>
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

## CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL.

### 21. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- A. Pursuant to Government Code Section 54956.9(d)(1) – Existing Litigation, three (3) cases:
- 1) Case Name: *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.
  - 2) Case Name: *City of Santa Clara dba Silicon Valley Power and Northern California Power Agency v. California Department of Water Resources*, Sacramento County Superior Court, Case No. 34-2022-00323425.
  - 3) Case Name: *In Re PG&E Corporation and Pacific Gas and Electric Company: United States Court, Northern District of California*, Case No. 4:22-cv-02833-HSG.
- B. Pursuant to Government Code Section 54956.9(d)(2) – Potential Litigation, one (1) case.

# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** CLOSED SESSION ITEM 22

**AGENDA CATEGORY:** Closed Session

<b>FROM:</b>	Jane Luckhardt	<b>METHOD OF SELECTION:</b>
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

## **CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL.**

### **23. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION -**

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



## Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** CLOSED SESSION ITEM 23

**AGENDA CATEGORY:** Closed Session

<b>FROM:</b>	Jane Luckhardt	<b>METHOD OF SELECTION:</b>
	General Counsel	N/A
<b>Division:</b>	Executive Services	
<b>Department:</b>	Legal	

### **CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL.**

#### **22. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION -**

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



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Approval of the First Amendment to the Amended Employment Agreement for Randy S. Howard, General Manager

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Brynna Bryant	<b>METHOD OF SELECTION:</b>
	Human Resources Manager	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	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, Brynna Bryant: Unrepresented Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Employee: One Category: General Manager.

Contingent upon action taken during **Closed Session Item 22**, the Staff Report, Resolution, and First Amendment to the Amended Employment Agreement for Randy S. Howard, General Manager will be provided to the Full Commission in Open Session for final consideration and approval.

# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Approval of the Sixth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Brynna Bryant	<b>METHOD OF SELECTION:</b>
	Human Resources Manager	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	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, Brynna Bryant: Unrepresented Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Employee: One Category: General Counsel.

Contingent upon action taken during **Closed Session Item 23**, the Staff Report, Resolution, and the Sixth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel will be provided to the Full Commission in Open Session for final consideration and approval.



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2022

**SUBJECT:** Appointment to the NCPA Finance Committee

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Jerry Serventi	<b>METHOD OF SELECTION:</b>
	Chair	N/A
<b>Division:</b>	Commission	
<b>Department:</b>	Commission	

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

## **RECOMMENDATION:**

Approve Resolution 23-17 appointing DeAnna Hilbrants, City of Santa Clara/Silicon Valley Power, as a member of the Finance Committee.

## **BACKGROUND:**

The NCPA Amended and Restated Rules of Procedures (aka By-Laws) provide for a standing Committee known as the Finance Committee. The purpose of the Finance Committee is to assist the Commission, the Executive Committee, the Chair, the Chief Financial Officer, and General Manager in fulfilling its responsibilities to:

- Report upon all financial, accounting, and/or auditing matters;
- Review management's plans to administer NCPA's financial risk;
- Review NCPA's capital management, planning activities, investment, and debt management policies;
- Review NCPA's financial performance, including the performance of the investment and debt portfolios, and other significant financial activities;
- Review NCPA's pension strategy and performance; and
- Review NCPA's health care costs, post-employment (OPEB) benefits, and funding.

Per the Finance Committee Charter, an open seat shall be appointed by the Commission Chair and then ratified by the Commission. Current members of the Finance Committee are as follows:

Catalina Sanchez, Gridley, Chair  
Robert Orbeta, Alameda  
Melissa Price, Lodi  
Eric Campbell, Roseville  
Vacant

Ann Hatcher retired from Silicon Valley Power (SVP) thereby creating a vacant position on the Finance Committee. A nomination was received and discussed by the Finance Committee and it is recommended that DeAnna Hilbrants be appointed to the NCPA Finance Committee. DeAnna serves as the Assistant Director of Business Services for SVP since 2020. Prior to joining SVP, she was the Deputy City Manager and Finance Director for the City of Millbrae and Finance Director for the City of Sonoma. In these roles, DeAnna provided leadership to the Finance Department including oversight of all financial functions. She received her MBA and BS degrees from UC Irvine and has over twenty years of public agency experience. DeAnna will bring significant experience and insight as a member of the Finance Committee.

## **FISCAL IMPACT:**

There is no fiscal impact in appointing DeAnna Hilbrants as a member of the Finance Committee.

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On February 7, 2023, the Finance Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jerry M. Serventi", written in a cursive style.

JERRY SERVENTI  
Commission Chair



## **RESOLUTION 23-17**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPOINTING DEANNA HILBRANTS AS A MEMBER OF THE FINANCE COMMITTEE**

**(reference Staff Report #126:23)**

WHEREAS, the Northern California Power Agency (NCPA) Commission established the Amended and Restated Rules of Procedures (aka NCPA By-Laws) provide for a standing Committee known as the Finance Committee; and

WHEREAS, the purpose of the Finance Committee is to assist the Commission, the Executive Committee, the Chair, the Chief Financial Officer, and General Manager in fulfilling its responsibilities to report upon all financial, accounting, and/or auditing matters; and

WHEREAS, Ann Hatcher retired from Silicon Valley Power (SVP) creating a vacancy on the Finance Committee; and

WHEREAS, a nomination was received and discussed by the Finance Committee and it is recommended that DeAnna Hilbrants, Assistant Director of Business Services for SVP, be appointed to the NCPA Finance Committee; and

WHEREAS, an open seat shall be appointed by the Commission Chair and then ratified by the Commission; 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 Chair is recommending the Northern California Power Agency Commission adopt the resolution appointing DeAnna Hilbrants, City of Santa Clara/Silicon Valley Power, as a member of the Finance Committee.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
TRISHA ZIMMER  
INTERIM ASSISTANT  
SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 23, 2023

**SUBJECT:** Designation of Applicant's Agent Resolution for Non-State Agencies

**AGENDA CATEGORY:** Discussion/Action

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

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

## **RECOMMENDATION:**

Approve Resolution 23-22 authorizing renewal of the California Office of Emergency Services (Cal OES) Designation of Applicant's Agent Resolution For Non-State Agencies to the General Manager, Chief Financial Officer, and Treasurer-Controller.

## **BACKGROUND:**

As the Grant Management Administrator for the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES), Cal OES requires that the Governing Body for a non-state public agency formally identify individuals (or titles) that are authorized to engage with the FEMA and Cal OES regarding grants applied for by the Applicant. Cal OES utilizes Form OES-FPD-130 to document that authorization, and the delegation must be renewed every three years. The Commission last authorized the Designation Of Applicant's Agent Resolution For Non-State Agencies to the General Manager, Chief Financial Officer, and Treasurer-Controller in Resolution 19-46 on June 27, 2019.

NCPA has a pending FEMA claim for public assistance for costs incurred related to the COVID-19 pandemic, for which the President of the United States issued a major disaster declaration on March 13, 2020. NCPA incurred damages at the Hydroelectric Project in Calaveras County as a result of the 2022 severe California winter storms, flooding, landslides, and mudslides, for which the President declared a major disaster on January 14, 2023. Public assistance was later added to that declaration which included facilities in Calaveras County. NCPA will apply for grant assistance for the storm related damages incurred at the Hydro facility estimated at approximately \$200,000. Cal OES announced during the week of February 6, 2022 that applications for grant assistance for the storms are due by March 3, 2022. NCPA must renew the delegation of authority before additional grant requests can be submitted to Cal OES.

## **FISCAL IMPACT:**

Upon approval, the resolution will allow NCPA to continue to pursue reimbursement for open claims with Cal OES and FEMA through February 23, 2026. Grant funds received will be passed through to Agency members and respective project participants as revenues and netted against expenses during the Year End Settlement Process in the fiscal year during which the reimbursements are received.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 23-22
- Form OES-FPD-130



## **RESOLUTION 23-22**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES TO GENERAL MANAGER, CHIEF FINANCIAL OFFICER, AND TREASURER-CONTROLLER**

**(reference Staff Report #132:23)**

WHEREAS, the Commission approved Resolution 15-79 on October 29, 2015 directing staff to seek reimbursement of costs associated with the Valley Fire and designating the NCPA General Manager, Chief Financial Officer, and Treasurer-Controller as the authorized persons to execute applications and required submissions and to act on behalf of the Agency for all matters pertaining to the cost recovery process and approved the Office of Emergency Services (OES) "Designation of Applicant's Agent Resolution for Non-State Agencies"; and

WHEREAS, the Commission approved Resolution 19-46 on June 29, 2019 designating the NCPA General Manager, Chief Financial Officer, and Treasurer-Controller as the authorized persons to execute applications and required submissions and to act on behalf of the Agency for all matters pertaining to the cost recovery process and approved the Office of Emergency Services (OES) "Designation of Applicant's Agent Resolution for Non-State Agencies"; and

WHEREAS, NCPA filed for disaster relief assistance with the Federal Emergency Management Agency (FEMA) for the COVID-19 pandemic and has outstanding claims for cost incurred during the Presidential Disaster Declaration covered period; and

WHEREAS, the President of the United States issued a major disaster declaration on January 14, 2023 for the 2022 severe California winter storms, flooding, landslides, and mudslides, which includes Public Assistance in the County of Calaveras; and

WHEREAS, the NCPA Hydroelectric Project incurred damages resulting from the 2022 severe California winter storms, flooding, landslides, and mudslides event and repair costs are estimated at \$200,000; and

WHEREAS NCPA staff will submit a claim for Public Assistance for reimbursement of costs incurred during the event; and

WHEREAS, a "Designation of Applicant's Agent Resolution for Non-State Agencies" is required of all Applicants by Cal OES to be eligible to receive FEMA disaster relief assistance funding; and;

WHEREAS, NCPA's current "Designation of Applicant's Agent Resolution for Non-State Agencies" expired June 27, 2022; 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:

1. Designates the NCPA General Manager, Chief Financial Officer, and Treasurer-Controller as the authorized persons to execute applications and required submissions and to act on behalf of the Agency for all matters pertaining to the state and federal disaster cost recovery process; and
2. Approves the Office of Emergency Services "Designation of Applicant's Agent Resolution for Non-State Agencies".

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER  
INTERIM ASSISTANT SECRETARY



Cal OES ID No: 033-91013

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Commission OF THE Northern California Power Agency  
(Governing Body) (Name of Applicant)

THAT General Manager, OR  
(Title of Authorized Agent)

Chief Financial Officer, OR  
(Title of Authorized Agent)

Treasurer-Controller  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Northern California Power Agency,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the Northern California Power Agency, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**Commission Chairperson Jerry Serventi**

(Name and Title of Governing Body Representative)

**Commission Vice-Chairperson Jenelle Osborne**

(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, **Trisha Zimmer**, duly appointed and Interim Assistant Secretary to the Commission \_\_\_\_\_ of  
(Name) (Title)  
**Northern California Power Agency**, do hereby certify that the above is a true and  
(Name of Applicant)

correct copy of a resolution passed and approved by the **Commission**  
(Governing Body)  
of the **Northern California Power Agency** on the **23** day of **February**, 20**23**.  
(Name of Applicant)

\_\_\_\_\_  
Interim Assistant Secretary to the Commission

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)