



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

## **Commission Minutes**

To:

NCPA Commission

From:

Carrie Pollo, Acting Assistant Secretary to the Commission

Subject:

NCPA Commission Meeting – February 23, 2023

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

Chair Jerry Serventi called the meeting to order at 9:38 am at the Northern California Power Agency, 651 Commerce Drive, Roseville, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

#### 2. Approve Minutes of the January 19, 2023, Regular Commission Meeting

MOTION: A motion was made by Pauline Roccucci, and seconded by Suds Jain to approve the minutes of the January 19, 2023, 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	T-10-	
San Francisco BART			X
Biggs	Y		
Gridley	Y		3
Healdsburg	Y		·
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland		-	X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake		•	
Truckee Donner	<u> </u>	X	
Ukiah			X
Plumas-Sierra			X
riuilias-Siella			

#### **PUBLIC FORUM**

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

#### REPORTS AND COMMITTEE UPDATES

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

General Manager Randy Howard reported:

- Randy reported that Covid is still around and people need to still be proactive and diligent in the prevention of getting it.
- The NCPA Dispatch and Scheduling center had an outbreak of Covid with three cases. The NDC had separate operations for 14 days, with the Schedule Coordinators working at the DRC.
- The APPA Legislative Rally will be held February 27 March 1, 2023 in Washington, DC.
   Congressman Thompson will be receiving the APPA Public Power Award for all of his efforts.
- Gave an update with regards to the Ukraine restoration of their electric grid. Randy said this
  task was fulfilling and thanked the Commission for support of his efforts.
- Randy will be attending a meeting for the relicensing efforts of the Hydro Project.
- Diablo Canyon has had hiccups with the extension of running the plant.
- CARB Provisions NCPA supports the restoration efforts.
- AB 538 was introduced regarding regional transmission.
- EDAM is moving forward.

#### 4. Executive Committee

Committee Chair Serventi reported the Executive Committee did not meet in January.

#### 5. Facilities Committee

General Counsel Jane Luckhardt reported the Facilities Committee met twice in February. At the meeting on February 1, 2023 the Committee discussed today's Commission meeting items 16 and 17 on the Consent Calendar. A quorum of the Committee was established at the meetings, and recommended Commission approval of these items. During the February 8, 2023 Special meeting, the Committee reviewed the FY 2024 Draft Annual Budget. The next Facilities Committee meeting is scheduled for March 1, 2023.

#### 6. Finance Committee

- Committee Chair Catalina Sanchez reported the Finance Committee met on February 7, 2023 and reviewed item 14 on the Consent Calendar and item 26 for Discussion/Action. The Committee recommended both for acceptance and/or approval.
- The Committee also received a report on the current conditions of the financial markets. PFM stated the Feds increased the Fed Funds rate by 25 bps which was in line with expectations and stated future rate hikes would likely continue in 2023. That sentiment sent the yield curve into an inversion, meaning short rates are higher than longer-term rates. When this occurs, it generally points to an early sign that a recession is looming and something the Committee will continue to monitor closely.
- Lastly, staff inquired about the Committee's thoughts on how to approach revisions to NCPA's Debt and Interest Rate Management Policy. The feedback received was to align it closer with our Members' debt policies and also use the guidelines established by the California Debt and Investment Advisory Commission as well as feedback from Bond Counsel. Staff will return in May with a revised Debt Policy for consideration.

#### 7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee discussed litigation items in Closed Session with no reportable action taken. Jane also reported that the new CEQA requirements have been de-published, so the agency will go back to the last set of requirements going forward. The next Committee meeting will be held on March 2, 2023.

#### 8. Legislative & Regulatory Affairs Committee

- Committee Chair Jenelle Osborne reported the NCPA L&R Committee met yesterday to review the FY 2024 budget proposal. The Committee voted to approve the budget for the coming fiscal year—and also heard reports on the state and federal policy issues of importance to the agency.
- Chair Osborne thanked all for participating in NCPA's Capitol Day events and advocacy earlier this month.
  - NCPA Members participated in the annual briefing breakfast and heard from both Laura Shybut and Lawrence Lingbloom who are chief consultants for the Assembly Energy and Natural Resources Committees. They shared an overview of the energy policy agenda for the coming session.
  - NCPA joined CMUA to hear from energy and water leaders in the Legislature, and then conducted several meetings with our legislative delegation and other energy policy leaders throughout the afternoon.
  - During NCPA's Member dinner, several legislators joined us, including Senate Energy Committee Chair Steven Bradford.
  - o This event provides NCPA the opportunity to help shape the state energy policy agenda for the coming year, and to also learn more about the political landscape for this coming session, including the agenda for incoming committee chairs.
- Next week, a small delegation of NCPA representatives will be attending the annual APPA Legislative Rally in Washington, DC.
  - O During the APPA Legislative and Resolutions Committee meeting that is part of this conference, NCPA will be introducing a resolution calling for the Treasury Department to use its discretion to ensure the implementation of the direct pay provisions is done in a manner that promotes the broadest possible public power investment in clean technology.
  - The resolution also urges that direct payments be protected from future budget sequestration due to the application of the PayGo law.
  - Jenelle thanked David Hagele for his leadership on this issue, and for getting the bill's sponsor, Representative Mike Thompson of the North Coast, out to discuss this issue and to tour Healdsburg's floating solar facility, and thanks also to Randy Howard who represented APPA and NCPA in testifying in the House Ways and Means Committee on behalf of this issue.
  - The importance of this win can't be overstated—the implementation of direct pay will result in a 25-30% reduction in costs for future public power investment in clean energy infrastructure.
  - Because of the longstanding collective leadership on this issue, NCPA been invited to introduce Representative Thompson as he is honored by the APPA membership during the closing session of the rally.
- Online registration for the NCPA/NWPPA Federal Policy Conference is now open.

- This year's meeting will be held April 29-May 4 at the Mayflower Hotel in Washington,
   DC. As a reminder, NCPA covers the travel-related costs for one elected or appointed official to attend this important federal advocacy event.
- o Information about this conference can be found on NCPA Connect.
- The NCPA Member issues briefing to prepare for this conference will be held during our next L&R Committee meeting on March 22nd.

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

No Member announcements or reports were shared.

#### **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 Jenelle Osborne, and seconded by Suds Jain to approve the Consent Calendar consisting of Agenda Items 10 through 20. The motion carried by a majority of those members present on a roll call vote as follows:

Alemanda	Vote	Abstained	Absent
Alameda San Francisco BART	<u> </u>		X
Biggs	<u> </u>		
Gridley	Y		
Healdsburg	Y		·
Lodi	Y		
Lompoc	Y		
Palo Alto	Y	Bir .	
Port of Oakland			X
Redding	Y	17	
Roseville	Y		-
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	-	· ·	X
Plumas-Sierra			X

- 10. NCPA's Financials for the Month Ended December 31, 2022 approval by all Members.
- 11. NCPA's Financials for the Month Ended January 31, 2023 approval by all Members.
- 12. Treasurer's Report for the Month Ended January 31, 2023 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: Halon bottles from CT Facilities.

  Fiscal Impact: This report has no direct fiscal impact to the Agency.
- **14. Debt and Interest Rate Management Report ending December 31, 2022** accept and file by all Members the Debt and Interest Rate Management Report for the period ending

December 31, 2022.

**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.

15. Resolution 23-13, Revised Deposit Calculation Requirements for Schedule Coordination Program Agreement (SCPA), Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements – adopt resolution by all Members 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 Services Agreements (collectively "Programs") unless otherwise required by the underlying agreements and approving the General Manager to his designee to temporarily implement revised Schedule Coordination Program Agreement deposit requirements through 2023 to allow time for the Members to vet and approve changes to the program agreement terms. The revised SCPA deposit calculation will be based on the highest two months of estimate 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.

**Fiscal Impact**: There is no direct fiscal impact on the appropriations already authorized by the approval of the FY2023 budget. This action will free up committee 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.

- 16. Resolution 23-16, Approval of Northern California Power Agency's Casualty Insurance Program Renewal for March 2023 to March 2024 adopt resolution by all Members 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.

  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.
- 17. Resolution 23-18, Nexant Cost Allocation Model Modifications and Updates for Fiscal Year 2024 adopt resolution by all Members authorizing the modifications to the Nexant Cost Allocation Model for Fiscal Year 2024.
  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
- 18. Resolution 23-19, D&R International, Ltd. First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members adopt resolution by all Members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement 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.

**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.

- 19. Resolution 23-20, CLEAResult Consulting Inc. First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: NCPA, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all Members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement 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. 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.
- 20. Resolution 23-21, NewGen Strategies and Solutions, LLC First Amendment to the Five Year Multi-Task Consulting Services Agreement for Cost of Service, Rate Design and Related Services; applicable to the following: NCPA, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all Members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with NewGen Strategies and Solutions, LLC for cost of service, 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 by NCPA, NCPA Members, SCPPA, and SCPPA Members.

**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 amended contract term.

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

#### **CLOSED SESSION**

Chair Serventi asked General Counsel to move the Commission into closed session at 10:20 am. General Counsel Jane Luckhardt took the Commission into closed session.

#### 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.
  - 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.

- 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 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.
- 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 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.

#### **OPEN SESSION**

#### RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 11:20 am.

#### REPORT FROM CLOSED SESSION

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

#### **DISCUSSION / ACTION ITEMS**

24. Resolution 23-14 Approval of the First Amendment to the Amended Employment Agreement for Randy S. Howard, General Manager — adopt resolution by all Members approving the First Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to execute the First Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to award a merit increase effective January 1, 2023, add an additional opt-in year extending the term of the agreement through January 31, 2026 and approve the General Manager's Performance Goals for 2023.

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

MOTION: A motion was made by Suds Jain and seconded by Bo Sheppard to adopt the resolution approving the First Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to execute the First Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to award a merit increase effective January 1, 2023, add an additional opt-in year extending the term of the agreement through January 31, 2026 and approve the General Manager's Performance Goals for 2023. The motion carried by a majority on a roll call vote of those Members present as follows:

Vote Abstained Absent

Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y		
Roseville	Υ		400
Santa Clara	Y		TO THE REAL PROPERTY.
Shasta Lake	Y		
Truckee Donner	Y	4	
Ukiah		446	X
Plumas-Sierra			X

25. Resolution 23-15, Approval of the Sixth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel – adopt resolution by all Members approving the Sixth Amendment to Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of the Commission to execute the Sixth Amendment to Employment Agreement; authorize the Chair of the Commission to award a merit increase effective January 1, 2023, additional hours of administrative leave to be taken in 2023, and approve the General Counsel's Performance Goals for 2023.

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

MOTION: A motion was made by Jenelle Osborne and seconded by Suds Jain to adopt the resolution approving the Sixth Amendment to Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of the Commission to execute the Sixth Amendment to Employment Agreement; authorize the Chair of the Commission to award a merit increase effective January 1, 2023, additional hours of administrative leave to be taken in 2023, and approve the General Counsel's Performance Goals for 2023. The motion carried by a majority on a roll call vote of those Members present as follows:

Alameda	Vote	Abstained	Absent
San Francisco BART			X
Biggs	Y		
Gridley	Y		R
Healdsburg	Y		
Lodi	- Y		( <del></del>
Lompoc	Y		-
Palo Alto	Y		9
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y	-	
Shasta Lake	Y		-
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra			X

**26.** Resolution 23-17, Approval of the Appointment to NCPA Finance Committee – adopt resolution by all Members appointing DeAnna Hilbrants, City of Santa Clara/Silicon Valley Power, as a member of the Finance Committee.

**Fiscal Impact**: Appointment of a new Finance Committee Member has no fiscal impact to the Agency.

MOTION: A motion was made by Pauline Roccucci and seconded by Steven Poncelet to adopt the resolution appointing DeAnna Hilbrants, City of Santa Clara/Silicon Valley Power, as a member of the Finance Committee. The motion carried by a majority on a roll call vote of those Members present as follows:

	Vote	Abstained	Absent
Alameda	Y	AUV	
San Francisco BART		75,014	X
Biggs	Y	4. 10	
Gridley	Y		
Healdsburg	Υ	100	
Lodi	Υ		
Lompoc	Y	100	
Palo Alto	Y	Tells In	
Port of Oakland		1000	X
Redding	Y		
Roseville	Y	Action 7	
Santa Clara	Y		
Shasta Lake	Y		No.
Truckee Donner	Y		153
Ukiah		1	X
Plumas-Sierra	-	-	$\frac{X}{X}$
riumas-Sierra	100		

27. Resolution 23-22, Designation of Applicant's Agent Resolution for Non-State Agencies – adopt resolution by all Members 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.

MOTION: A motion was made by Bo Sheppard and seconded by Pauline Roccucci to adopt the resolution 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. The motion carried by a majority on a roll call vote of those Members present as follows:

	Vote	Abstained	Absent
Alameda	Υ		
San Francisco BART		-	X
Biggs	Y		
Gridley	Y		
Healdsburg			
Lodi	Y		7/
Lompoc	Y	-	
Palo Alto	Y		
Port of Oakland			X
Redding	Y	· · · · · · · · · · · · · · · · · · ·	
Roseville	Y		
Santa Clara	Y	1	416
Shasta Lake	Y	All	
Truckee Donner	Y		1633
Ukiah		AL TO	X
Plumas-Sierra			X

#### **NEW BUSINESS**

No new business was discussed.

#### **ADJOURNMENT**

The February 23, 2023, Commission meeting was adjourned at 11:33 am by Chair Serventi.

Respectfully submitted,

Prepared by,

JERRY SERVENTI Commission Chair CARRIE POLLO
Acting Assistant Secretary to the Commission



### **Commission Meeting** February 23, 2023 **COMMISSIONERS**

**Attendance List** 

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

MEMBER	NAME
1 - ALAMEDA	Jenny Jenney &
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Calatine wiches
4 - HEALDSBURG	David Hagele
5 - LODI	Miky ble
6 - LOMPOC	Jarre
7 - PALO ALTO	Edhaning
8 - PLUMAS-SIERRA REC	
9 - PORT OF OAKLAND	
10 - REDDING	Julie Winter
11 - ROSEVILLE	Julie Winter Pauline Roccico
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Suds Van
14 - SHASTA LAKE	Suds Van
15 - TRUCKEE DONNER	AAAA
16 - UKIAH	



# Commission Meeting February 23, 2023 Attendance List

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

NAME	AFFILIATION
Carrie Pollo	NCPA
Jone Leckhardt	NCPA
Dan Beans	Ruseville
Jeff Ber Kheimer	Lodi
Mikey Hothi	Codi
STEVEN PONCETET	Trockes Downer PVD
Jane Civincione	NCRA
Monty Henris	NCPA
James Takehara	Strasta Lake
michael DeBortol.	NCPA
Basil Wong	SVP
Randy S. Howard	NCPA
Chelsea maneaul	WCPA

# SUPPORT SERVICES PROGRAM STATUS REPORT March 16, 2023

Member Name	Designated Representatives	Authorized Confirmation NTE Amount	Date Approved
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/yr. with up to 3 yr. term per vendor	06/05/17
Plumas-Sierra REC	General Manager & Cooperative Attorney	\$ 20,000	01/25/23
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney		04/19/16
	Procurement Authority Increased	\$ 200,000	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

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0293	City of Roseville	3/6/23	\$ 52,170.00	DNV Energy Services USA Inc.; EM&V verification technical advisory services.
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.
0290	City of Roseville	3/15/23	\$751,675.00	Performance Mechanical Inc.; Maintenance work for Roseville scheduled outage including piping work, hydrotesting, HRSG maintenance, catalyst maintenance, troubleshooting, underground piping maint. outage support, rotating equipment alignment, parts supply, structural steel work to provide access for necessary facility maintenance, on T&M basis.
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.
0286	City of Palo Alto	3/2/23	\$ 84,515.00	ADM Associates Inc.; EM&V of the cost effectiveness and energy savings attributed to energy efficiency and electrification programs as detailed in the ADM SOW for Palo Alto Utilities.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
0280	City of Roseville	3/23/23	\$282,320.00	EvapTech, Inc.; Cooling tower maintenance, rehabilitation and parts supply at Roseville Electric Utility generation facilities during outage.
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.
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 Amd.	City of Redding	10/5/22	\$ 13,292.95	Dudek; Wildfire Mitigation Plan review, secondary review, and in-person presentation to Redding Council.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; 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.

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

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
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.
0800	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 SCPPA CONTRACTS OR TO SCPPA MEMBERS THROUGH NCPA CONTRACTS)

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

Date:

March 23, 2023

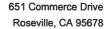
To:

NCPA Commission

Subject:

March 1, 2023 Facilities Committee Meeting Minutes

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





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

## **Minutes**

Date:

March 9, 2023

To:

NCPA Facilities Committee

From:

Carrie Pollo

Subject: March 1, 2023 Facilities Committee Meeting Minutes

1. Call Meeting to Order & Roll Call – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:06 am. Attending via teleconference and on-line presentation were Midson Hay (Alameda), Jake Carter (Gridley), Melissa Price (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland) Kamryn Hutson (Redding), Brian Schinstock and Ryley Kelly (Roseville), Monica Nguyen (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, Biggs, Healdsburg, Shasta Lake, and TID were absent. A quorum of the Committee was established.

#### **PUBLIC FORUM**

No public comment.

2. Approval of Minutes form the February 1, 2023 Facilities Committee meeting, and the February 8, 2023 Special Facilities Committee meeting.

Motion: A motion was made by Shiva Swaminathan and seconded by Khaly Nguyen recommending approval of the minutes from the February 1, 2023 Facilities Committee meeting, and the February 8, 2023 Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

3. All NCPA Facilities, Members, SCPPA – Reliability Optimization, Inc. First Amendment MTCSA – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. for predictive maintenance testing services, accepting assignment to RTS Reliability Testing Services, LLC, with no changes to the contract term or not-to-exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA entered into a five year Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. effective December 6, 2019, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

Effective December 1, 2022, Reliability Optimization, Inc. was acquired by RTS Reliability Testing Services, LLC. NCPA now desires to enter into a First Amendment to the Multi-Task Consulting Services Agreement accepting assignment to RTS Reliability Testing Services, LLC. 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 does not have other agreements in place for similar services at this time.

Motion: A motion was made by Brian Schinstock and seconded by CJ Berry recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. for predictive maintenance testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to RTS Reliability Testing Services, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

4. All NCPA Facilities, Members, SCPPA – HRST, Inc. MTGSA – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with HRST, Inc. for HRSG related inspection services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is an existing NCPA vendor. The current agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. 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 has agreements in place for similar services with Groome Industrial, Nooter Eriksen (pending) and Tetra Engineering.

Motion: A motion was made by Jiayo Chiang and seconded by Mike Brozo recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with HRST, Inc. for HRSG related inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

5. All NCPA Facilities, Members, SCPPA – Swaim Biological Incorporated MTPSA – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Swaim Biological Incorporated for biological monitoring and support services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

The current agreement with CH2M Hill Engineers, our current vendor for these services, is expiring. CH2M is no longer offering these services and recommended Swaim Biological Incorporated. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. 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 has an agreement in place for similar services with Stratus Environmental.

Motion: A motion was made by Cindy Sauers and seconded by Mike Brozo recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Swaim Biological Incorporated for biological monitoring and 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. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

6. All NCPA Facilities, Members, SCPPA – Control Components, Inc. First Amendment to MTGSA-EMS – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance services, accepting assignment to IMI Critical Engineering, LLC with no changes to the contract term or not-to-exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. effective January 26, 2022, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. Effective January 1, 2023, Control Components, Inc. changed their name to IMI Critical Engineering LLC. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies accepting assignment to IMI Critical Engineering LLC. This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has no other agreements in place for similar services. Two other agreements are currently pending with Carter Process Control, and Millennium Power.

Motion: A motion was made by Shiva Swaminathan and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance services and parts, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to IMI Critical Engineering LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

#### **INFORMATIONAL ITEMS**

7. Proposed FY2024 Annual Budget Review – Staff presented the draft budget for FY 2024, and asked for additional Member input of final recommendations for Commission approval in April.

#### FY 2024 Annual Budget Changes from February include:

- CT2
  - · Increased outside services
- LEC
  - Increased legal costs
  - Decreased generation
    - Lower energy sales and ancillary services revenue
    - Reduction of GHG transfer credits

- Reduced variable costs
  - O&M
  - Fuel and LDC
  - GHG emissions
  - Transmission
- Contracts and other resources
  - Increased net load costs
  - Increased transmission costs
  - Increased GHG obligation requirements
  - Decreased member resources energy and owned generation
  - Decreased NCPA contracts
- L&R
  - Increased legal costs
- Judicial Action
  - Increased legal costs for FERC rate cases\*
- Power Management
  - Increased PM service revenue
- Pass Throughs Increased costs
- Overall labor
  - Decreased

The total Generation Resources proposed budget is increasing from \$495,485,438 to \$640,370,151 for an increase of \$144,884,713 at 29.2%. This is largely due to the generation forecast, increased projects, reserves, revenue due to MWh, and the forward curves impacting volume changes. Transmission costs are increasing from \$168,782,370 to \$195,762,030 for an increase of \$26,979,660 at 16%. Management services are up 7.4% at \$1,255,797. Lastly, the Member owned generation CAISO energy revenues are also up 50.8% at \$60,173,700. The total adjusted net annual budget cost is increasing from \$562,581,609 to \$674,980,794 for a total overall increase of \$112,399,185 at 20%.

8. 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, RA
- Term: 10 Year Term
- Operations: Seller to act as Scheduling Coordinator
- Price: To Be DiscussedNegotiation Status: Active

Scheduling Coordinator Services – City of Lodi Strategic Reserve – Lodi is working with CDWR to install additional capacity in support of a State Strategic Reserve Program. This would be a 48+ MW natural gas facility operated by Enchanted Rock. NCPA's role would be to act as the Schedule Coordinator for the facility interconnected with the City of Lodi. This facility is to only be dispatched under limited circumstances such as CAISO system emergency (EEA1, EEA2, and EEA3) in response to a local transmission emergency. The goal of this project is to be operational in the summer of 2023. Staff is now engaging in initial discussions.

#### **Geysers Geothermal - 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 Open Discussion

- · Review of current activities
- Discuss successes and opportunities for improvement
- · Review direction, identify updates, and adjustments
- · Staff is asking for feedback with interest in these projects, and project sizes
- **9. Meter Maintenance Program Development** Staff provided an update regarding the Meter Maintenance Program Development.

NCPA staff has been experiencing a growing number of challenges without a Meter Maintenance Program. Staff have proposed developing a new Meter Maintenance Program, and is currently working with Ulteig on additional details for the underlying services agreement. A new Meter Maintenance Program Agreement is under development for Member consideration. An Ad Hoc meeting will be scheduled for review with the Members in the next couple of weeks. This item will be brought back to a future meeting for a recommendation for Commission approval.

**10. NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions.

<u>CTs</u> – CT1 had 4 starts 9 (excitation system commissioning) of 4 forecasted. FYTD total is 89 starts. CT2 had 0 starts of 19 forecasted. FYTD total is 21 starts.

- Planned Outages
  - CT1 Lodi Outage Complete and Available
  - CT1 Alameda U1/U2 \*\*Outage starts today
  - CT2 STIG 4/1/23 thru 4/30/23
- CT1 Lodi Run Hours
  - YTD hours 11 of 200 Allowed (based on calendar year)
- CT1 Alameda Diesel Hours
  - U1= 3.44 hrs. of 20 (based on rolling year)
  - U2= 4.89 hrs. of 20 (based on rolling year)
- Safety and Environmental
  - No Safety issues to report.
  - Reported an emissions deviation to SJVAPCD for CT1 Lodi on 2/23/23 while performing excitation system commissioning. A letter of explanation to district will follow within 10 days of the notification.
- (NERC) Extreme Cold Weather Reliability Standards EOP-012-1 Reliability Standard EOP-012-1 represents an improvement to the Reliability Standards and enhances the reliable operation of the Bulk-Power System by requiring generator owners to implement freeze protection measures, develop enhanced cold weather preparedness plans, implement annual training, draft and implement corrective action plans to address freezing issues, and provide cold weather operating parameters to reliability coordinators, transmission operators, and balancing authorities for use in their resource planning.
- Staff reviewed the CAISO Commitment Runs for December 2022.

<u>Geo</u> – There was one safety incident to report for the month of February. An employee slipped on ice resulting an injury. Online safety training is 32% complete. Vegetation continues at Geo. The average net generation level for February was 90.9 MW. Total average net generation was 61.1 GWh. The FY 2023 net generation goal is 734 GWh. FY 2023 actual net generation was 486.3 GWh YTD at 1.3% over the forecasted net generation of 480.3 GWh YTD. There was excessive snow in

the Geysers from February 23 – February 28, 2023. The 2022 Geo Facility Operating Protocol was reviewed. Staff is proposing a change for May 2023. Plant 1, Units 1 and 2, was in an outage from March 1 – 15, 2023. The scope of work is listed below:

- Main Steam Strainer Inspections
- Stretford Repairs
- Plant #1 Circulating Pump Repairs
- Cooling Tower Repairs
- Unit #1 and #2 Trip Testing
- Siemens T3K System Upgrade
- Miscellaneous Repairs

<u>Hydro</u> – Collierville (CV) Power House was at 100% availability and New Spicer Meadows (NMS) Power House was at 92% availability during the month of February. February precipitation was 7.3 inches based on the 5 – Station Index. The snow pack is at 191% of average for this date. Staff reviewed preliminary McKays bathymetry findings.

#### Hydrology

- New Spicer Meadows Reservoir Storage
  - 18,660 acre feet decrease (23%) month-over-month
  - 81,140 acre feet to 62,481 acre feet
    - o 73,640 acre feet this time last year
    - o Cold watershed; much of the large precipitation fell as snow
    - Forecasts indicate substantial probability of filling/spilling Spicer
  - Optimizing stored water
    - o Spicer draft 400 450 cfs began January 18
    - Anticipate elevated drafts based on market conditions
    - o Monitor snowpack, runoff, and market
- 11. Planning and Operations Update -
  - Resource Integrations In Progress
    - City of Lodi Strategic Reserve June 2023
    - Dagget Solar / Storage Q3 2023
    - Sandborne Storage Q4 2023
    - Scarlet Solar / Storage Q3 2023
    - o Proxima Solar / Storage Q1 2024
    - o Deer Creek On Hold
  - Market Conditions Staff discussed current market conditions. Wholesale costs in the CAISO's energy market saw additional costs of \$3 Billion in December and about \$0.9 Billion for the first 25 days of January. CAISO electricity prices increased as a result of higher gas prices, with December seeing a fivefold increase since last year, at an average price of more than \$250/MWh. Prices in all CAISO electric markets have trended higher during periods of high gas prices. A government and FERC investigation is underway as to why the gas prices were so high, and then collapsed—unexplainably. The Pacific Region has extremely low gas storage. Why?
- **12. Next Meeting** The next regular Facilities Committee meeting is scheduled for April 5, 2023. A Special Facilities Committee meeting has been scheduled for March 15, 2023.

#### **ADJOURNMENT**

The meeting was adjourned at 12:07 pm.

# Northern California Power Agency March 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.

<u>NAME</u>	AFFILIATION
Carrie Pollo	NCPA
Tor Zimmer	NEPA
Model DeB	NCPA
Jane Luckhardt	NCPA
Jake Eymann	NCPA
MARC PELLETIER	NCPA
Monty Haules	NCPA,
Trayo Chiany	Lode
. /	

# Northern California Power Agency March 1, 2023 Facilities Committee Meeting Attendance List

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

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



## **Commission Staff Report**

COMMISSION MEETING DATE: March 23, 2023								
SUBJECT:	SUBJECT: February 28, 2023 Financial Report (unaudited)							
AGENDA CATEGORY: Consent								
FROM:	Sondra Ainsworth		METHOD OF	SEL	ECTION:			
	Treasurer-Contro	ller	N/A					
Division:	Administrative Se	rvices	S					
Department:	Accounting & Fin	ance						
IMPACTED N	IEMBERS:							
	All Members	$\boxtimes$	City of Lodi		City of Shasta Lake			
Alameda N	lunicipal Power		City of Lompoc		City of Ukiah			
San Fran	icisco Bay Area Rapid Transit		City of Palo Alto		Plumas-Sierra REC			
	City of Biggs		City of Redding		Port of Oakland			
	City of Gridley		City of Roseville		Truckee Donner PUD			
City	y of Healdsburg		City of Santa Clara		Other			
			If other, please specify					

SR: 137:23

#### RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending February 28, 2023.

#### NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 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 February 28, 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:

- February 28, 2023 Financial Report

SR: 137:23

## NORTHERN CALIFORNIA POWER AGENCY and ASSOCIATED POWER CORPORATIONS

## Schedule of Disbursements (Unaudited)

### For the Month of February 2023

### Operations:

Geothermal	\$ 3,115,054
Hydroelectric	3,246,911
CT#1 Combustion Turbines	378,773
CT#2 STIG	492,799
Lodi Energy Center	25,577,803
NCPA Operating	37,920,763
Total	\$ 70,732,103

		This Month		Actual Year To-Date		FY 2023 Budget	% Used	
GENERATION RESOURCES		WOTH	_	TO-Date		budget	70 USEU	
NCPA Plants								
Hydroelectric	-		_		_			
Other Plant Cost	\$	1,798,109	\$	18,345,201	\$	19,702,876	93%	(a)
Debt Service (Net)		2,984,264	_	23,874,111		35,811,167	67%	
Annual Budget Cost		4,782,373		42,219,312		55,514,043	76%	
Geothermal								
Other Plant Cost		3,927,922		27,068,579		38,159,673	71%	(b)
Debt Service (Net)		289,443		2,315,540		3,473,310	67%	
Annual Budget Cost		4,217,365		29,384,119		41,632,983	71%	
Combustion Turbine No. 1								
Fuel		6,730		1,044,579		1,213,785	86%	(c)
Other Plant Cost		718,835		3,166,810		4,387,786	72%	(d)
Debt Service (Net)	-			-			0%	
Annual Budget Cost		725,565		4,211,389		5,601,571	75%	
Combustion Turbine No. 2 (Stig)								
Fuel and Pipeline Transport Charges		63,294		1,453,044		2,226,656	65%	
Other Plant Cost		170,653		1,759,873		3,050,762	58%	
Debt Service (Net)		423,655		3,389,237		5,083,855	67%	
Annual Budget Cost		657,602		6,602,154		10,361,273	64%	
Ladi France Conton								
Lodi Energy Center Fuel		8,574,745		110,730,778		64,819,215	171%	(c)
Other Plant Cost		4,852,858		31,507,107		46,921,420	67%	(0)
Debt Service (Net)		2,166,350		17,330,803		25,996,203	67%	
Annual Budget Cost	_	15,593,953		159,568,688		137,736,838	116%	
Member Resources - Energy		6,302,716		61,234,579		63,023,618	97%	(e)
Member Resources - Natural Gas	-	56,519		2,255,394		2,474,390	91%	(c)
Western Resources		1,061,647		13,866,025		26,100,435	53%	
Market Power Purchases		4,497,302		41,914,747		35,533,176	118%	(f)
Load Aggregation Costs - CAISO		110,645,868		808,837,179		467,468,943	173%	(g)
Net GHG Obligations		1,429,720		3,505,120		920,891	381%	(h)
		149,970,630		1,173,598,706		846,368,161	139%	
TRANSMISSION								
Independent System Operator								
Grid Management Charge		276,619		2,306,184		2,575,487	90%	(i)
Wheeling Access Charge		11,944,784		108,000,478		158,081,389	68%	775
Ancillary Services Other ISO Charges/(Credits)		565,089 (2,593,115)		7,081,972 (20,297,960)		5,941,763 2,183,731	119% -930%	(j) (k)
Cuter 100 Charges/(Circuis)		10,193,377		97,090,674		168,782,370	58%	(14)
		10,100,011		01,000,014		100,102,010	0070	
MANAGEMENT SERVICES								
Legislative & Regulatory								
Legislative Representation		126,433		1,149,240		2,231,485	52%	
Regulatory Representation		61,156		458,820		714,822	64%	
Western Representation		25,085		179,522		722,876	25%	
Customer Programs Judicial Action		37,951 109,507		338,545 445,224		614,825 460,000	55% 97%	(I)
		•						.,
Power Management				g 1_000 b 00 00 00				
System Control & Load Dispatch		536,249		4,744,092		7,504,041	63%	
Forecasting, Planning, Prescheduling & Trading		223,013		1,827,249		3,044,442	60%	
Industry Restructuring & Regulatory Affairs Contract Admin, Interconnection Svcs & External Affairs		37,061 87,296		301,700 591,777		438,471 1,031,800	69% 57%	
Gas Purchase Program		4,373		35,882		76,674	57% 47%	
Market Purchase Project		6,159		51,844		112,143	46%	
•		****		v •		- 35-4 to 15-5		

#### NORTHERN CALIFORNIA POWER AGENCY REPORT OF BUDGET VS. ACTUAL COST FOR THE PERIOD ENDED FEBRUARY 28, 2023

	This	Actual Year	FY 2023		
	Month	To-Date	Budget	% Used	
Energy Risk Management	10,814	135,246	149,552	90%	(m)
Settlements	45,448	419,283	1,011,963	41%	
Integrated Systems Support	5,795	231,947	405,072	57%	
Participant Pass Through Costs	157,814	1,039,398	1,665,647	62%	
Support Services	192,594	1,028,789	<u>-</u>	N/A	
	1,666,748	12,978,558	20,183,813	64%	
TOTAL ANNUAL BUDGET COST	161,830,755	1,283,667,938	1,035,334,344	124%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	23,793,174	265,470,262	193,457,434	137%	(n)
Member Resource ISO Energy Sales	6,199,119	94,790,691	49,954,453	190%	(0)
Member Owned Generation ISO Energy Sales	12,063,616	179,157,804	118,708,880	151%	(0)
Revenue from Customers	21,938,638	82,135,171	-	N/A	(p)
NCPA Contracts ISO Energy Sales	3,879,538	49,968,382	34.943.730	143%	(0)
Western Resource Energy Sales	184,648	10,901,813	26,526,704	41%	(-)
Load Aggregation Energy Sales	44,165,345	130,239,320	-	N/A	(g)
Ancillary Services Sales	418,781	3,372,477	5.513.674	61%	(3)
Transmission Sales	9,198	73,584	110,376	67%	
Western Credits, Interest and Other Income	8,535,674	42,754,393	43,537,481	98%	(q)
	121,187,731	858,863,897	472,752,732	182%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 40,643,024	\$ 424,804,041	562,581,612	76%	

- (a) Increase due to higher than budgeted CA ISO energy charges which include higher than budgeted imbalance energy settlements. Hydro generation is at 189% of YTD budgeted MWh as of 02/28/2023.
- (b) Increase due to higher than budgeted costs for maintenance during outage. CA ISO charges for energy settlements and imbalance energy are also higher than budgeted for the year.
- (c) Increase due to higher than budgeted costs for fuel at LEC and CT 1. Gas prices have almost doubled year-over-year to average \$10 per mmBTU. Gas prices in winter 2022/2023 peaked at over \$40 per mmBTU.
- (d) Increase due to the Control System Upgrade project which has encumbered funds set aside. This increase in costs will be offset with a transfer of the encumbered funds in March 2023.
- (e) Increase due to higher than anticipated volume of market purchases and price per MWh for those purchases. Member and customer contracts are at 1,636% of YTD budgeted MWh as of 02/28/2023.
- (f) 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 \$127 per MWh, a 109% YTD increase over budget.
- (g) Increase due to higher than budgeted energy purchases and unbudgeted energy sales related to CCA (Sonoma Clean Power) and participants.
- (h) Increase costs due to higher than expected needs for GHG Allowance Credits to offset energy imports.
- (i) Increase due to higher than anticipated grid management costs for participants and Sonoma Clean Power.
- (j) Increase due to greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (k) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (I) Increase to unbudgeted outside service costs associated with GEO cotenancy litigation.
- (m) 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.
- (n) Increase due to higher than budgeted rates for CA ISO Energy Sales.
- (o) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (p) Revenue from CCA results from charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (q) Increase due to higher than budgeted revenue from third party market sales, as well as the sale of resource adequacy credits.

#### COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

#### UNAUDITED

	February 28	
	2023	2022
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 99,486 \$	39,139
Investments	28,657	37,321
Accounts receivable		
Participants	-	7
Other	1,980	870
Interest receivable	647	269
Inventory and supplies	6,438	8,233
Prepaid expenses	 4,620	11,350
TOTAL CURRENT ASSETS	141,828	97,189
RESTRICTED ASSETS		
Cash and cash equivalents	46,038	66,807
Investments	198,790	188,129
Interest receivable	66	486
TOTAL RESTRICTED ASSETS	244,894	255,422
ELECTRIC PLANT		
Electric plant in service	1,601,828	1,498,890
Less: accumulated depreciation	(1,102,447)	(1,068,284)
	499,381	430,606
Construction work-in-progress	1,554	_
TOTAL ELECTRIC PLANT	500,935	430,606
OTHER ASSETS		
Regulatory assets	168,996	191,383
Investment in associated company	 265	265
TOTAL ASSETS	 1,056,918	974,865
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	1,014	4,707
Pension and OPEB deferrals	14,141	18,099
Asset retirement obligations	61,680	61,803
TOTAL DEFERRED OUTFLOWS OF		
RESOURCES	76,835	84,609
TOTAL ASSETS AND DEFERRED		
OUTFLOWS OF RESOURCES	\$ 1,133,753 \$	1,059,474

#### COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

#### UNAUDITED

	 February 28	
	2023	2022
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 58,240 \$	50,658
Member advances	993	993
Operating reserves	20,764	26,898
Current portion of long-term debt	54,798	44,130
Accrued interest payable	 4,622	5,316
TOTAL CURRENT LIABILITIES	 139,417	127,995
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	30,112	62,959
Operating reserves and other deposits	162,524	148,868
Interest rate swap liability	•	14,575
Asset retirement obligations	70,728	69,163
Long-term debt, net	555,482	520,193
TOTAL NON-CURRENT LIABILITIES	818,846	815,758
TOTAL LIABILITIES	958,263	943,753
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	95,437	92,165
Pension and OPEB deferrals	 19,950	2,187
TOTAL DEFERRED INFLOWS OF RESOURCES	 115,387	94,352
NET POSTIVON		
NET POSITION	(105.0(2))	(100.060)
Net investment in capital assets	(105,963)	(109,968)
Restricted	43,639	46,732
Unrestricted	 122,427	84,605
TOTAL NET POSITION	 60,103	21,369
TOTAL LIABILITIES, DEFERRED INFLOWS		
OF RESOURCES AND NET POSITION	\$ 1,133,753 \$	1,059,474

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

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

#### UNAUDITED

	For the Eight Months Ended February 2				
		2023	2022		
		(in thousands)			
OPERATING REVENUES					
Participants	\$	488,345 \$	337,902		
Other Third-Party		412,551	272,638		
TOTAL OPERATING REVENUES		900,896	610,540		
OPERATING EXPENSES					
Purchased power		466,412	281,606		
Operations		159,800	103,537		
Transmission		153,179	144,244		
Depreciation		20,434	20,208		
Maintenance		24,144	18,285		
Administrative and general		20,189	17,613		
TOTAL OPERATING EXPENSES		844,158	585,493		
NET OPERATING REVENUES		56,738	25,047		
NON OPERATING (EXPENSES) REVENUES					
Interest expense		(13,783)	(19,047)		
Interest income		15,693	492		
Other		14,586	9,074		
TOTAL NON OPERATING EXPENSES		16,496	(9,481)		
FUTURE RECOVERABLE AMOUNTS		(16,691)	(18,606)		
REFUNDS TO PARTICIPANTS		(13,137)	(3,219)		
INCREASE (DECREASE) IN NET POSITION		43,406	(6,259)		
NET POSITION, Beginning of year		16,697	27,628		
NET POSITION, Period ended	\$	60,103 \$	21,369		

#### OTHER FINANCIAL INFORMATION

#### COMBINING STATEMENT OF NET POSITION

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

February 28, 2023 GENERATING & TRANSMISSION RESOURCES Multiple Purchased Associated Capital CT Lodi Transmission Power & Member Other Facilities Energy Center Geothermal Hydroelectric No. One No. One Transmission Services Agency Combined ASSETS CURRENT ASSETS \$ - \$ - \$ 1 \$ 1 \$ 80 \$ - \$ 633 \$ 98,771 \$ Cash and cash equivalents 99,486 Investments 28,657 28,657 Accounts receivable Other 1,599 381 1,980 136 83 25 Interest receivable 67 (1) 337 647 1,495 1,592 323 Inventory and supplies 392 2,636 6,438 Prepaid expenses 983 29 3,608 4,620 Due from Agency and other programs\* 19,226 19,267 7,323 4,022 59,159 1,546 8,177 (118,720)TOTAL CURRENT ASSETS 20,857 20,942 7,647 4,415 62,883 3,212 8,838 13,034 141,828 RESTRICTED ASSETS Cash and cash equivalents 17 1,184 2,810 28,887 190 12,949 46,038 Investments 31,604 50,312 2,728 35,501 17,543 61,102 198,790 Interest receivable 61 66 51,501 2,729 38,372 46.430 190 74,051 TOTAL RESTRICTED ASSETS 31,621 244,894 ELECTRIC PLANT 578,428 395,627 65,470 37,972 447,459 7,736 61,426 1,119 6,591 1,601,828 Electric plant in service (4,431) (306,448) (58,687) (35,489)(133,682)(7,736)(2.802)(1,102,447)Less: accumulated depreciation (552,398)(774)6,783 26,030 89,179 2,483 313,777 58,624 345 2,160 499,381 1,554 1,554 Construction work-in-progress TOTAL ELECTRIC PLANT 26,030 89,179 6,783 2.483 313,777 58.624 345 3,714 500,935 OTHER ASSETS 29,337 40,178 168.996 Regulatory assets 99,481 265 265 Investment in associated company TOTAL ASSETS 78,508 261,103 17,159 6,898 444,369 108,266 9,373 131,242 1,056,918 DEFERRED OUTFLOWS OF RESOURCES Excess cost on refunding of debt 383 631 1,014 Pension and OPEB deferrals 14,141 14,141 Asset retirement obligations 61,313 172 195 61,680 TOTAL DEFERRED OUTFLOWS OF RESOURCES 61,696 172 826 14,141 76,835

17,331 \$

6,898 \$

445,195 \$

108,266 \$

9.373 \$

145.383 \$

1,133,753

140,204 \$

261,103 \$

TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

<sup>\*</sup> Eliminated in Combination

#### OTHER FINANCIAL INFORMATION

#### COMBINING STATEMENT OF NET POSITION

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

February	28,	20	23
----------	-----	----	----

		GENE								
			Multiple Capital	СТ	Lodi		Purchased Power &	Associated Member	Other	
LIABILITIES	Geothermal	Hydroelectric	Facilities	No. One	Energy Center	Transmission	Transmission	Services	Agency	Combined
EMBERTIES										
CURRENT LIABILITIES	\$ 10	3 \$ 245 \$	- \$	1 :	7,651	s - s	38,347 \$	- \$	11,893 \$	58,240
Accounts payable and accrued expenses  Member advances	79		- 3		7,031	- ·	30,347 3	202	11,093	993
Operating reserves	2,62		617	3,452	13,822	2	-	-	-	20,764
Current portion of long-term debt	3,36		4,625	-,	13,842	i i	5,696	-	-	54,798
Accrued interest payable	1		-	100	3,180	-		-	-	4,622
TOTAL CURRENT LIABILITIES	6,89	5 29,193	5,242	3,453	38,495	-	44,043	202	11,893	139,417
NON-CURRENT LIABILITIES										
Net pension and OPEB liability			-	-	710	*		2.604	30,112	30,112
Operating reserves and other deposits	1,50 70,36		172	-	712 196		54,385	3,604	74,291	162,524 70,728
Asset retirement obligations  Long-term debt, net	3,42		6,005	-	315,949	-	52,928		-	555,482
				- E						
TOTAL NON-CURRENT LIABILITIES	75,28	5 205,207	6,177		316,857		107,313	3,604	104,403	818,846
TOTAL LIABILITIES	82,18	1 234,400	11,419	3,453	355,352		151,356	3,806	116,296	958,263
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,21	7,615	835	2,610	38,456		-	344	6,358	95,437
Pension and OPEB deferrals				-	-	-	-	-	19,950	19,950
TOTAL DEFERRED INFLOWS OF RESOURCES	39,21	7,615	835	2,610	38,456			344	26,308	115,387
NET POSITION										
Net investment in capital assets	19,62		(4,570)	5	(3,122)	9	-	-	-	(105,963)
Restricted	2,12		2,728	-	10,719	-	9,817	190	(246)	43,639
Unrestricted	(2,94		6,919	835	43,790		(52,907)	5,033	3,025	122,427
TOTAL NET POSITION TOTAL LIABILITIES, DEFERRED INFLOWS	18,80	19,088	5,077	835	51,387	-	(43,090)	5,223	2,779	60,103
OF RESOURCES AND NET POSITION	\$ 140,20	4 \$ 261,103 \$	17,331 \$	6,898	445,195	\$ - \$	108,266	9,373 \$	145,383 \$	1,133,753

#### OTHER FINANCIAL INFORMATION

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

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

For the Eight Months Ended February 28, 2023

		G	ENERATING & TRANSM								
		Multiple					Purchased	Associated			
	Geotherma	l Hydroelectric	Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Power & Transmission	Member Services	Other Agency	Combined	
	Geotherma	Trydroelectric	racintes	No. One	Ellergy Center	Transmission	Tansmission	Services	Agency	Combined	
OPERATING REVENUES											
Participants	\$ (23	3,701) \$ 7,15	7 \$ 1,872	\$ 505	\$ 44,075	\$ - 5	441,013	\$ 16,413 \$	1,011 \$	488,345	
Other Third-Party	56	5,875 54,236	5 2,547	3,439	151,793		141,864	1,797		412,551	
TOTAL OPERATING REVENUES	33	3,174 61,393	4,419	3,944	195,868	2	582,877	18,210	1,011	900,896	
OPERATING EXPENSES											
Purchased power		758 6,224	425	397	6,879		451,729	-	-	466,412	
Operations	12	2,800 3,390	1,835	1,680	127,956	2	2,255	9,884	12	159,800	
Transmission		165 133	2 4	6	661	-	152,208	3	-	153,179	
Depreciation	2	2,590 6,384	1,471	208	9,435			85	261	20,434	
Maintenance	10	),056 9,14	406	1,161	3,322	-	-	58		24,144	
Administrative and general	4	1,676 3,269	476	466	3,728	-		4,885	2,693	20,189	
Intercompany (sales) purchases, net*		(451) 15	29	56	219		-	(4)	-	- 2	
TOTAL OPERATING EXPENSES	30	),594 28,68	7 4,646	3,974	152,200	-	606,192	14,911	2,954	844,158	
NET OPERATING REVENUES		2,580 32,700	5 (227)	(30)	43,668	-	(23,315)	3,299	(1,943)	56,738	
NON OPERATING (EXPENSES) REVENUES											
Interest expense		(253) (4,853	3) 28		(8,705)	-	=			(13,783)	
Interest income		2,903 1,668	67	44	2,010	-	2,240	73	6,688	15,693	
Other		3	- 6,523	÷.	7,769	-	19	7	284	14,586	
TOTAL NON OPERATING (EXPENSES) REVENUES		2,653 (3,18:	5) 6,618	44	1,074	-	2,240	80	6,972	16,496	
FUTURE RECOVERABLE AMOUNTS		(660) (13,663	3) (1,989)	-	(379)	÷	=	-	7	(16,691)	
REFUNDS TO PARTICIPANTS	(	1,675) 103	(165)	(1,219)	81		(2,111)	(3,655)	(4,496)	(13,137)	
INCREASE (DECREASE) IN NET POSITION		2,898 15,96	4,237	(1,205)	44,444	-	(23,186)	(276)	533	43,406	
NET POSITION, Beginning of year	1:	5,906 3,12	7 840	2,040	6,943		(19,904)	5,499	2,246	16,697	
NET POSITION, Period ended	\$ 18	3,804 \$ 19,088	3 \$ 5,077	\$ 835	\$ 51,387	\$ - 5	(43,090)	\$ 5,223 \$	2,779 \$	60,103	

<sup>\*</sup> Eliminated in Combination

# NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS AGED ACCOUNTS RECEIVABLE

February 28, 2023

Status	Participant / Customer	Description	 Amount
CURRENT			\$ 1,687,229
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)	\$ 1,979,894

# NORTHERN CALIFORNIA POWER AGENCY and ASSOCIATED POWER CORPORATIONS

# Schedule of Disbursements (Unaudited)

# For the Month of February 2023

### Operations:

Geothermal	\$ 3,115,054
Hydroelectric	3,246,911
CT#1 Combustion Turbines	378,773
CT#2 STIG	492,799
Lodi Energy Center	25,577,803
NCPA Operating	 37,920,763
Total	\$ 70,732,103



# **Commission Staff Report**

COMMISSION	MEETING	DATE:	March	23, 2023	

**SUBJECT:** Treasurer's Report for Month Ended February 28, 2023

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth	Sondra Ainsworth METHOD OF SELECTION:											
	Treasurer-Contro	ller	N/A										
Division:	Administrative Se	Administrative Services											
Department:	Accounting & Fin	Accounting & Finance											
IMPACTED N	MEMBERS:												
	All Members	$\boxtimes$	City of Lodi		City of Shasta Lake								
Alameda N	lunicipal Power		City of Lompoc		City of Ukiah								
San Frar	ncisco Bay Area Rapid Transit		City of Palo Alto		Plumas-Sierra REC								
	City of Biggs		City of Redding		Port of Oakland								
	City of Gridley		City of Roseville		Truckee Donner PUD								
Cit	y of Healdsburg		City of Santa Clara		Other								
			If other, please specify										

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Treasurer's Report for Month Ended February 28, 2023 March 23, 2023 Page 2

#### RECOMMENDATION:

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

<u>Cash</u> – At month end cash totaled \$6,008,654 of which approximately \$414 was applicable to Special and Reserve Fund Deposits, \$3,655 to Debt Service and \$6,004,585 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.

<u>Investments</u> – The carrying value of NCPA's investment portfolio totaled \$354,306,675 at month end. The current market value of the portfolio totaled \$338,647,942.

The overall portfolio had a combined weighted average interest rate of 3.088% with a bond equivalent yield (yield to maturity) of 3.131%. Investments with a maturity greater than one year totaled \$170,039,000. February maturities totaled \$6,661,092 and monthly receipts totaled \$117 million. During the month \$54 million was invested.

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

<u>Interest Rates</u> – During the month, rates on 90-day T-Bills increased 13 basis points from 4.72% to 4.85% and rates on one-year T-Bills increased 37 basis points from 4.69% to 5.06%.

To the best of my knowledge and belief, all securities held by NCPA as of February 28, 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 February 28, 2023

SR: 138:23

# NORTHERN CALIFORNIA POWER AGENCY

### TREASURER'S REPORT

# **FEBRUARY 28, 2023**

### **TABLE OF CONTENTS**

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INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

# Northern California Power Agency Treasurer's Report Cash & Investment Balance February 28, 2023

			I	NVESTMENTS	TOTAL	PERCENT
NCPA FUNDS	D.					
Operating	\$	5,993,637	\$	156,541,095	\$ 162,534,732	45.11%
<b>Special Deposits</b>		10,948		202,956	213,904	0.06%
Debt Service		3,655		37,949,212	37,952,867	10.53%
Special & Reserve		414		159,613,412	159,613,826	44.30%
-	\$	6,008,654	\$	354,306,675	\$ 360,315,329	100.00%

Portfolio Investments at Market Value

\$ 338,647,942

NOTE A - Investment amounts shown at book carrying value.

# Northern California Power Agency Treasurer's Report Cash Activity Summary February 28, 2023

	RECEIPTS						EXPENDITURES							CASH
			IN	TEREST	IN	VESTMENTS			IN	VESTMENTS	INTE	R-COMPANY/	I	NCREASE /
	01	PS/CONSTR	(1	NOTE B)		(NOTE A)	0	PS/CONSTR		(NOTE B)	FUND	TRANSFERS	(1	DECREASE)
NCPA FUNDS														
Operating	\$	99,228,589	\$	366,287	\$	2,386,089	\$	(43,160,586)	\$	(46,314,221)	\$	(9,227,054)	\$	3,279,104
<b>Special Deposits</b>		17,281,172		735		-		(21,693,631)		(735)		4,413,200		741
<b>Debt Service</b>		-		2		819,363		(235,750)		(6,446,876)		5,863,961		700
Special & Reserve		-		242,075		3,455,640		-		(1,647,608)		(1,050,107)		1,000,000
	\$ '	116,509,761	\$	609,099	\$	6,661,092	\$	(65,089,967)	\$	(54,409,440)	\$	-	\$	4,280,545

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

### Northern California Power Agency Treasurer's Report Investment Activity Summary February 28, 2023

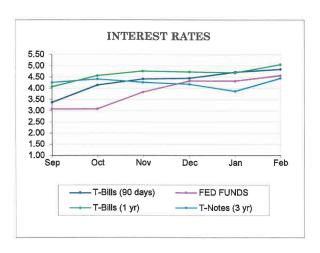
					(NON-CASH) (NON-CASH)			INVEST	rs			
				SOLD OR	D	ISC/(PREM)	G	AIN/(LOSS)			I	NCREASE /
	P	URCHASED	ľ	MATURED		AMORT		ON SALE	TF	RANSFERS	(1	DECREASE)
NCPA FUNDS												
Operating	\$	46,314,221	\$	(2,386,089)	\$	(1,611)	\$	-	\$	-	\$	43,926,521
Special Deposits		735		-		·		-		-		735
Debt Service		6,446,876		(819,363)		119,098		-		-		5,746,611
Special & Reserve		1,647,608		(3,455,640)		14,042		-		-		(1,793,990)
	\$	54,409,440	\$	(6,661,092)	\$	131,529	\$	-	\$		\$	47,879,877
Less Non- Cash Activity												
Disc/(Prem) Amortization &	Ga	in/(Loss) on S	ale									(131,529)
Net Change in Investment l	3efo	re Non-Cash	Act	ivity							\$	47,748,348

NOTE A -Investment amounts shown at book carrying value.

### Northern California Power Agency Interest Rate/Yield Analysis February 28, 2023

	WEIGHTED	
	AVERAGE	BOND
	INTEREST	<b>EQUIVALENT</b>
	RATE	YIELD
OVERALL COMBINED	3.088%	3.131%
OPERATING FUNDS:	3.070%	3.049%
PROJECTS:		
Geothermal	2.071%	2.156%
Capital Facilities	4.733%	4.911%
Hydroelectric	3.604%	3.799%
Lodi Energy Center	3.303%	3.355%

KEY INTEREST RATES	<b>−</b> iä	PRIOR
	CURRENT	YEAR
Fed Fds (Overnight)	4.58%	0.08%
T-Bills (90da.)	4.85%	0.34%
Agency Disc (90da.)	4.82%	0.36%
T-Bills (1yr.)	5.06%	1.14%
Agency Disc (1yr.)	5.12%	1.04%
T-Notes (3yr.)	4.45%	1.75%

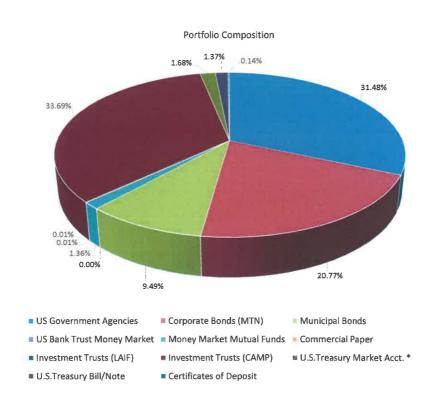


#### Northern California Power Agency Total Portfolio Investment Maturities Analysis February 28, 2023

	0-7	8-90	91-180	181-270	2	71-365	1-5	6-10		
Туре	Days	Days	Days	Days		Days	Years	Years	Total	Percent
US Government Agencies	\$ -	\$ 12,250	\$ 27,286	\$ -	\$	1,300	\$ 63,185	\$ 9,747	\$ 113,768	31.48%
Corporate Bonds (MTN)	-	3,550	1,000	500		1,940	68,092	-	75,082	20.77%
Municipal Bonds	-	-	3,025	3,915		1,000	23,685	2,660	34,285	9.49%
<b>US Bank Trust Money Market</b>	6	-	-	-		-	-	-	6	0.00%
Money Market Mutual Funds	4,909	-	-	-		-	-	-	4,909	1.36%
Commercial Paper	25	-	-	-		-	-	-	25	0.01%
Investment Trusts (LAIF)	51	-	-	-		-	-	-	51	0.01%
Investment Trusts (CAMP)	121,784	-	-	-		-	-	-	121,784	33,69%
U.S.Treasury Market Acct. *	6,069	-	-	~		-	-	-	6,069	1.68%
U.S.Treasury Bill/Note	-	2,194	52	-		37	2,670	-	4,953	1.37%
Certificates of Deposit	-	10	-	500		-	-		510	0.14%
Total Dollars	\$ 132,844	\$18,004	\$31,363	\$4,915	\$	4,277	\$157,632	\$12,407	\$ 361,442	100.00%
<b>Total Percents</b>	36.75%	4.98%	8.68%	1.36%		1.18%	43.61%	3.44%	100.00%	

Investments are shown at Face Value, in thousands.

<sup>\*</sup> 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.



#### 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	4,909,000	4.152	10/12/2022	4,909,000		1	4.152	4,909,000	SYS70102	70102	4,909,000
Local Agency Investm	LAIF	50,986	2.045		50,986		1	2.045	50,986	SYS70000	70000	50,986
First American Govt.	USBGC	0	4.100		0		1	4.100		SYS70014	70014	0
US Bank	USB	5,993,637	0.001		5,993,637		1	0.001	5,993,637	SYS70050	70050	5,993,637
US Bank	USB	0	0.010	08/24/2017	0		1	0.010	0	SYS70056	70056	0
California Asset Mgm	CMP	87,770,229	4.530	10/19/2018	87,770,229		1	4.530	87,770,229	SYS70070	70070	87,770,229
US Bank	USB	10,000	0.050	01/07/2023	10,000	04/07/2023	37	0.050	10,000	SYS30332	30332	10,000
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	41	2.104	498,500	931142DH3	26848	500,237
Hershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	75	3.236	498,150	427866AZ1	26615	500,130
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	122	0.507	492,465	57582RF84	27029	500,000
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	337	3.561	492,090	46625HJT8	26760	502,688
Federal Farm Credit	USBGC	200,000	5.125	02/28/2023	199,964	02/28/2024	364	5.143	199,790	3133EPCB9	27554	199,964
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	519	0.878	472,020	275282PR6	27105	500,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	641	0.584	557,112	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	698	1.846	479,320	90331HMS9	26947	508,646
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	837	0.730	236,366	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	853	0.629	451,885	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	853	0.990	457,270	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	853	0.787	455,925	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	854	2.145	907,100	59217GEJ4	27375	973,183
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	884	0.992	907,550	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	993	0.542	893,710	3135GA4P3	27137	1,002,875
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,027	0.825	215,843	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,056	0.699	446,330	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,092	0.500	333,263	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	1,094	2.248	935,440	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	1,095	4.200	96,605	17275RBC5	27480	98,467
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,104	0.800	976,437	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,171	1.079	443,295	91324PEC2	27230	501,090
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,184	1.250	1,482,111	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,218	1.181	221,490	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,218	1.201	222,758	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,233	1.050	440,585	57629WDE7	27247	502,459
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,263	1.272	87,819	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,265	0.875	437,320	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,265	1.150	842,690	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,274	1.250	639,803	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,293	1.227	439,165	14913R2Q9	27288	498,681
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,293	1.225	457,100	24422EVB2	27294	517,516



Operating

03/02/2023

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Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying V
Federal Home Loan Ba	USBGC	630,000	0,900	09/28/2021	630,000	09/28/2026	1,307	0.900	550,034		27276	630,0
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,307	1.635		75951AAQ1	27292	1,493,6
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,310	1.260		70450YAD5	27293	524,0
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,334	1.567		872898AA9	27330	1,534,
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,349	1.475		74460DAG4	27336	1,911,
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,399	1.509	44,796	3130AQER0	27342	50,
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,429	1.691	2,701,080	3130AQN66	27364	3,000,
Meta Platforms Inc.	USBGC	526,000	3,500	11/21/2022	494,240	08/15/2027	1,628	4.944	494,309	30303M8B1	27483	496,
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,635	4.136	560,214	023135BC9	27455	576,
	Fund Total and Average	\$ 127,436,852	3.606		\$ 127,457,678		248	3,622	\$ 124,629,638			\$ 127,416,
MPP GHG Auction	Acct											
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70045	70045	
California Asset Mgm	CMP	429,595	4.530	09/13/2022	429,595		1	4.530	429,595	SYS70076	70076	429,
			4.500		400 505			4.500	4 400 505			
	Fund Total and Average	\$ 429,595	4,530		\$ 429,595		1	4.530	\$ 429,595			\$ 429
MPP Security Depo	osit Acct											
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70048	70048	
California Asset Mgm	CMP	202,956	4.530	10/28/2022	202,956		1	4.530	202,956	SYS70078	70078	202,
	Fund Total and Average	\$ 202,956	4.530		\$ 202,956		1	4,530	\$ 202,956			\$ 202
SCPA Balancing A		\$ 202,956	4.530		\$ 202,956		1	4,530	\$ 202,956			\$ 202
SCPA Balancing A		\$ 202,956 0	4.530		<b>\$ 202,956</b>		1	<b>4.530</b> 1.329		SYS70022	70022	\$ 202
	ccount								0		70022 70023	\$ 202
Local Agency Investm	ccount	0	1,329	05/27/2022	0		1	1.329	0	SYS70022		\$ 202 17,065,
Local Agency Investm First American Govt.	ccount LAIF USBGC	0	1.329 4.100	05/27/2022 05/09/2018	0	03/15/2023	1	1.329 4.100	0	SYS70022 SYS70023 SYS70072	70023	
Local Agency Investm First American Govt. California Asset Mgm	CCOUNT  LAIF USBGC CMP	0 0 17,085,399	1.329 4.100 4.530		0 0 17,065,399	03/15/2023 06/15/2023	1 1	1.329 4.100 4.530	0 0 17,065,399	SYS70022 SYS70023 SYS70072 084670BR8	70023 70072	17,065,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I	LAIF USBGC CMP USBGC	0 0 17,065,399 500,000	1.329 4.100 4.530 2.750	05/09/2018	0 0 17,065,399 490,280		1 1 1	1.329 4.100 4.530 3.185	0 0 17,065,399 499,560 496,935	SYS70022 SYS70023 SYS70072 084670BR8	70023 70072 26596	17,065, 499, 499,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc	LAIF USBGC CMP USBGC USBGC	0 0 17,065,399 500,000 500,000	1.329 4.100 4.530 2.750 3.000	05/09/2018 06/22/2018	0 0 17,065,399 490,280 496,550	06/15/2023	1 1 1 14 106	1.329 4.100 4.530 3.185 3.150	0 0 17,065,399 499,560 496,935 499,475	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3	70023 70072 26596 26626	17,065, 499, 499, 499,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit	LAIF USBGC CMP USBGC USBGC USBGC	0 0 17,065,399 500,000 500,000	1,329 4,100 4,530 2,750 3,000 5,125	05/09/2018 06/22/2018 02/28/2023	0 0 17,065,399 490,280 496,550 499,909	06/15/2023 02/28/2024	1 1 1 14 106 364	1.329 4.100 4.530 3.185 3.150 5.143	0 0 17,065,399 499,560 496,935 499,475	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9	70023 70072 26596 26626 27555	17,065 499 499 499 524
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City	LAIF USBGC CMP USBGC USBGC USBGC USBGC	0 0 17,065,399 500,000 500,000 500,000	1.329 4.100 4.530 2.750 3.000 5.125 2.948	05/09/2018 06/22/2018 02/28/2023 11/23/2020	0 0 17,065,399 490,280 496,550 499,909 550,395	06/15/2023 02/28/2024 04/01/2025	1 1 1 14 106 364 762	1.329 4.100 4.530 3.185 3.150 5.143 0.600	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74	70023 70072 26596 26626 27555 27113	17,065, 499,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City State of Wisconsin	LAIF USBGC CMP USBGC USBGC USBGC USBGC USBGC USBGC	0 0 17,065,399 500,000 500,000 500,000 105,000	1.329 4.100 4.530 2.750 3.000 5.125 2.948 0.650	05/09/2018 06/22/2018 02/28/2023 11/23/2020 01/30/2023	0 0 17,065,399 490,280 496,550 499,909 550,395 105,000	06/15/2023 02/28/2024 04/01/2025 05/01/2025	1 1 1 14 106 364 762 792	1.329 4.100 4.530 3.185 3.150 5.143 0.600 0.649	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844 269,657	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74 97705MZH1	70023 70072 26596 26626 27555 27113 27539	17,065, 499, 499, 499, 524,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City State of Wisconsin California St Hith F	LAIF USBGC CMP USBGC USBGC USBGC USBGC USBGC USBGC USBGC	0 0 17,065,399 500,000 500,000 500,000 105,000 295,000	1.329 4.100 4.530 2.750 3.000 5.125 2.948 0.650 0.650	05/09/2018 06/22/2018 02/28/2023 11/23/2020 01/30/2023 01/30/2023	0 0 17,065,399 490,280 496,550 499,909 550,395 105,000 295,000	06/15/2023 02/28/2024 04/01/2025 05/01/2025	1 1 1 14 106 364 762 792	1.329 4.100 4.530 3.185 3.150 5.143 0.600 0.649	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844 269,657	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74 97705MZH1 97705MZR9 13032UXM5	70023 70072 26596 26626 27555 27113 27539 27540	17,065 499 499 499 524 105 295
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City State of Wisconsin State of Wisconsin	LAIF USBGC CMP USBGC USBGC USBGC USBGC USBGC USBGC USBGC USBGC USBGC	0 0 17,065,399 500,000 500,000 500,000 105,000 295,000 500,000	1,329 4,100 4,530 2,750 3,000 5,125 2,948 0,650 0,650 0,952	05/09/2018 06/22/2018 02/28/2023 11/23/2020 01/30/2023 01/30/2023 11/04/2020	0 0 17,065,399 490,280 496,550 499,909 550,395 105,000 295,000	06/15/2023 02/28/2024 04/01/2025 05/01/2025 05/01/2025 06/01/2025	1 1 1 14 106 364 762 792 792 823	1.329 4.100 4.530 3.185 3.150 5.143 0.600 0.649 0.649	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844 269,657 457,095	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74 97705MZH1 97705MZR9 13032UXM5	70023 70072 26596 26626 27555 27113 27539 27540 27110	17,065 499 499 499 524 105 295 500
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City State of Wisconsin State of Wisconsin California St Hith F City of Baltimore	LAIF USBGC CMP USBGC	0 0 17,065,399 500,000 500,000 500,000 105,000 295,000 500,000	1.329 4.100 4.530 2.750 3.000 5.125 2.948 0.650 0.650 0.952 0.845	05/09/2018 06/22/2018 02/28/2023 11/23/2020 01/30/2023 01/30/2023 11/04/2020 12/02/2020	0 0 17,065,399 490,280 496,550 499,909 550,395 105,000 295,000 500,000	06/15/2023 02/28/2024 04/01/2025 05/01/2025 05/01/2025 06/01/2025 07/01/2025	1 1 1 14 106 364 762 792 792 823 853	1.329 4.100 4.530 3.185 3.150 5.143 0.600 0.649 0.649 0.952	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844 269,657 457,095 455,360 451,885	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74 97705MZH1 97705MZR9 13032UXM5 059231X39	70023 70072 26596 26626 27555 27113 27539 27540 27110	17,065 499 499 499 524 105 295,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City State of Wisconsin State of Wisconsin California St Hith F City of Baltimore Nashville Met Gov	LAIF USBGC CMP USBGC	0 0 17,065,399 500,000 500,000 500,000 105,000 295,000 500,000 500,000	1.329 4.100 4.530 2.750 3.000 5.125 2.948 0.650 0.650 0.952 0.845 0.610	05/09/2018 06/22/2018 02/28/2023 11/23/2020 01/30/2023 01/30/2023 11/04/2020 12/02/2020 02/18/2021	0 0 17,065,399 490,280 496,550 499,909 550,395 105,000 295,000 500,000 500,000	06/15/2023 02/28/2024 04/01/2025 05/01/2025 05/01/2025 06/01/2025 07/01/2025	1 1 1 14 106 364 762 792 792 823 853 853	1.329 4.100 4.530 3.185 3.150 5.143 0.600 0.649 0.649 0.952 0.932 0.610	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844 269,657 457,095 455,360 451,885 1,829,518	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74 97705MZH1 97705MZR9 13032UXM5 059231X39 592112UB0	70023 70072 26596 26626 27555 27113 27539 27540 27110 27125	17,065 499 499, 499, 524, 105, 295, 500, 500,
Local Agency Investm First American Govt. California Asset Mgm Berkshire Hathaway I Pfizer Inc Federal Farm Credit Memphis Center City State of Wisconsin California St Hith F City of Baltimore Nashville Met Gov Federal Farm Credit	LAIF USBGC CMP USBGC	0 0 17,085,399 500,000 500,000 500,000 105,000 295,000 500,000 500,000 500,000	1.329 4.100 4.530 2.750 3.000 5.125 2.948 0.650 0.952 0.845 0.610 0.530	05/09/2018 06/22/2018 02/28/2023 11/23/2020 01/30/2023 01/30/2023 11/04/2020 12/02/2020 02/18/2021 09/29/2020	0 0 17,065,399 490,280 496,550 499,909 550,395 105,000 295,000 500,000 500,000 2,045,000	06/15/2023 02/28/2024 04/01/2025 05/01/2025 05/01/2025 06/01/2025 07/01/2025 07/01/2025	1 1 1 14 106 364 762 792 792 823 853 853 943	1.329 4.100 4.530 3.185 3.150 5.143 0.600 0.649 0.649 0.952 0.932 0.610 0.530	0 0 17,065,399 499,560 496,935 499,475 480,635 95,844 269,657 457,095 455,360 451,885 1,829,518 1,833,992	SYS70022 SYS70023 SYS70072 084670BR8 717081DH3 3133EPCB9 586145F74 97705MZH1 97705MZR9 13032UXM5 059231X39 592112UB0 3133EMBJ0	70023 70072 26596 26626 27555 27113 27539 27540 27110 27125 27174	17,065 499 499, 499, 524, 105, 295, 500, 500, 500,



#### **SCPA Balancing Account**

Issuer								Bond*				
Jaauei	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	1,084	0.650	865,810	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,092	0.500	111,088	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,093	0.630	880,970	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,104	0.800	1,464,656	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,212	1.199	434,785	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1,200	08/02/2021	503,610	07/16/2026	1,233	1.050	440,585	57629WDE7	27248	502,459
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,274	1.250	42,654	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,334	1.567	177,164	872898AA9	27331	201,274
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,349	1.569	243,284	74460DAG4	27311	274,329
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,349	1.475	221,168	74460DAG4	27337	250,217
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,399	1.509	89,591	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,412	1.731	467,828	24422EWA3	27362	524,399
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,429	1.691	270,108	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,520	4.219	478,010	3130ARR52	27399	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,614	3.509	122,594	010878BF2	27440	130,000
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370.000	08/25/2027	1,638	4.200	355,836	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,708	4.759	1,015,480	09261BAJ9	27541	1,047,096
	Fund Total and Average	\$ 34,535,399	3,024		\$ 34,624,085	1	527	2,984	\$ 33,000,256			\$ 34,608,763
General Operating Re	eserve											
<b>.</b>												
Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70000	70002	0
First American Govt.	USBGC	52,036	4.100		52,036		1	4.100	52,036	SYS70019	70019	52,036
US Bank												
OO Dank	USB	0	0.000	07/01/2022	0		1	0.000	0	SYS70051	70051	0
	USB	0 12,896,811	0.000 4.530	07/01/2022 12/14/2018	12,896,811		1 1	0.000 4.530	0 12,896,811		70051 70071	0 12,896,811
California Asset Mgm Berkshire Hathaway I					-	03/15/2023						
California Asset Mgm	CMP	12,896,811	4.530	12/14/2018	12,896,811	03/15/2023 04/01/2023	1	4.530	12,896,811	SYS70071	70071	12,896,811
California Asset Mgm Berkshire Hathaway I United Parcel Servic	CMP USBGC	12,896,811 500,000	4.530 2.750	12/14/2018 04/26/2018	12,896,811 488,920		1	4.530 3,243	12,896,811 499,560 498,835	SYS70071 084670BR8	70071 26576	12,896,811 499,912
California Asset Mgm Berkshire Hathaway I	CMP USBGC USBGC	12,896,811 500,000 500,000	4.530 2.750 2.500	12/14/2018 04/26/2018 04/26/2018	12,896,811 488,920 483,135	04/01/2023	1 14 31	4.530 3.243 3.245	12,896,811 499,560 498,835	SYS70071 084670BR8 911312BK1	70071 26576 26583	12,896,811 499,912 499,715
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc.	CMP USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000	4.530 2.750 2.500 2.011	12/14/2018 04/26/2018 04/26/2018 04/17/2020	12,896,811 488,920 483,135 1,818,897	04/01/2023 06/01/2023	1 14 31 92	4.530 3.243 3.245 1.387	12,896,811 499,560 498,835 1,773,755	SYS70071 084670BR8 911312BK1 040484VN4	70071 26576 26583 26984	12,896,811 499,912 499,715 1,787,714
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Montgomery Water Wor	CMP USBGC USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000 500,000	4.530 2.750 2.500 2.011 3.400	12/14/2018 04/26/2018 04/26/2018 04/17/2020 02/07/2019	12,896,811 488,920 483,135 1,818,897 510,960	04/01/2023 06/01/2023 06/26/2023	1 14 31 92 117	4.530 3.243 3.245 1.387 2.864	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5	70071 26576 26583 26984 26758	12,896,811 499,912 499,715 1,787,714 500,798
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Montgomery Water Wor Pfizer Inc	CMP USBGC USBGC USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000	4.530 2.750 2.500 2.011 3.400 1.799	12/14/2018 04/26/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234	04/01/2023 06/01/2023 06/26/2023 09/01/2023	1 14 31 92 117	4.530 3.243 3.245 1.387 2.864 1.020	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6	70071 26576 26583 26984 26758 26985	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Montgomery Water Wor Pfizer Inc Honolulu City and Co	CMP USBGC USBGC USBGC USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200	12/14/2018 04/26/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023	1 14 31 92 117 184	4,530 3,243 3,245 1,387 2,864 1,020 2,908	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9	70071 26576 26583 26984 26758 26985 26738	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Montgomery Water Wor Pfizer Inc Honolulu City and Co	CMP USBGC USBGC USBGC USBGC USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141	12/14/2018 04/26/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020	12,896,811 488,920 483,135 1,818,997 510,960 2,200,234 506,250 1,837,189	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023 10/01/2023	1 14 31 92 117 184 198	4.530 3.243 3.245 1.387 2.864 1.020 2.908 1.020	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9	70071 26576 26583 26984 26758 26985 26738 26983	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Wontgomery Water Wor Pfizer Inc Honolulu City and Co Citibank NA JP Morgan	CMP USBGC USBGC USBGC USBGC USBGC USBGC USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000 500,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650	12/14/2018 04/26/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023 10/01/2023 01/23/2024	1 14 31 92 117 184 198 214	4.530 3.243 3.245 1.387 2.864 1.020 2.908 1.020 3.319	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7	70071 26576 26583 26984 26758 26985 26738 26983 26756	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Wontgomery Water Wor Pfizer Inc Honolulu City and Co Citibank NA JP Morgan JS Bank, N.A.	CMP USBGC USBGC USBGC USBGC USBGC USBGC USBGC USBGC USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000 500,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650 3.875 3.375	12/14/2018 04/26/2018 04/27/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490 515,120	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023 10/01/2023 01/23/2024	1 14 31 92 117 184 198 214 328 337	4,530 3,243 3,245 1,387 2,864 1,020 2,908 1,020 3,319 3,535	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090 431,807	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7 46625HJT8	70071 26576 26583 26984 26758 26985 26738 26983 26756 26757	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350 502,781
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Montgomery Water Wor Pfizer Inc Honolulu City and Co Citibank NA JP Morgan US Bank, N.A. JP Morgan	CMP USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000 500,000 440,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650 3.875	12/14/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019 02/07/2019 10/31/2019	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490 515,120 462,862	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023 10/01/2023 01/23/2024 02/01/2024	1 14 31 92 117 184 198 214 328 337 341	4,530 3,243 3,245 1,387 2,864 1,020 2,908 1,020 3,319 3,535 2,093	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090 431,807 990,220	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7 46625HJT8 91159HHV5	70071 26576 26583 26984 26758 26985 26738 26983 26756 26757 26906	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350 502,781 444,978
California Asset Mgm Serkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Wontgomery Water Wor Pfizer Inc Honolulu City and Co Citibank NA IP Morgan US Bank, N.A. IP Morgan East Side Union High	CMP USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000 500,000 440,000 1,000,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650 3.875 3.375 1.514	12/14/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019 02/07/2019 10/31/2019 05/27/2020	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490 515,120 462,862 1,006,120	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023 10/01/2023 01/23/2024 02/01/2024 02/05/2024	1 14 31 92 117 184 198 214 328 337 341 458	4,530 3,243 3,245 1,387 2,864 1,020 2,908 1,020 3,319 3,535 2,093 1,356	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090 431,807 990,220	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7 46625HJT8 91159HHV5 46647PBQ8	70071 26576 26583 26984 26758 26985 26738 26983 26756 26757 26906 27007	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350 502,781 444,978 1,001,907
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Wontgomery Water Wor Pfizer Inc Honolulu City and Co Citibank NA UP Morgan US Bank, N.A. UP Morgan East Side Union High Honolulu City and Co	CMP USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000 500,000 440,000 1,000,000 565,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650 3.875 3.375 1.514 0.820	12/14/2018 04/26/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019 02/07/2019 10/31/2019 05/27/2020 10/29/2020	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490 515,120 462,862 1,006,120 565,000	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/01/2023 10/01/2023 01/23/2024 02/01/2024 02/05/2024 08/01/2024	1 14 31 92 117 184 198 214 328 337 341 458 519	4.530 3.243 3.245 1.387 2.864 1.020 2.908 1.020 3.319 3.535 2.093 1.356 0.820	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090 431,807 990,220 533,383 1,438,095	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7 46625HJT8 91159HHV5 46647PBQ8 275282PR6	70071 26576 26583 26984 26758 26985 26738 26983 26756 26757 26906 27007 27107	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350 502,781 444,978 1,001,907 565,000
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg Walmart, Inc. Wontgomery Water Wor Pfizer Inc Honolulu City and Co Citibank NA UP Morgan US Bank, N.A. UP Morgan East Side Union High Honolulu City and Co California State Uni	CMP USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 1,770,000 500,000 440,000 1,000,000 565,000 1,500,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650 3.875 3.375 1.514 0.820 1.832	12/14/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019 02/07/2019 10/31/2019 05/27/2020 10/29/2020 04/13/2020	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490 515,120 462,862 1,006,120 565,000 1,522,710	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/15/2023 10/01/2023 01/23/2024 02/01/2024 06/01/2024 08/01/2024 08/01/2024	1 14 31 92 117 184 198 214 328 337 341 458 519	4,530 3,243 3,245 1,387 2,864 1,020 2,908 1,020 3,319 3,535 2,093 1,356 0,820 1,058	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090 431,807 990,220 533,383 1,438,095 233,223	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7 46625HJT8 91159HHV5 46647PBQ8 275282PR6 438687KT1	70071 26576 26583 26984 26758 26985 26738 26983 26756 26757 26906 27007 27107	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350 502,781 444,978 1,001,907 565,000 1,507,482
California Asset Mgm Berkshire Hathaway I United Parcel Servic Arizona Board of Reg	CMP USBGC	12,896,811 500,000 500,000 1,785,000 500,000 2,145,000 500,000 500,000 440,000 1,000,000 565,000 1,500,000 250,000	4.530 2.750 2.500 2.011 3.400 1.799 3.200 2.141 3.650 3.875 3.375 1.514 0.820 1.832 0.685	12/14/2018 04/26/2018 04/17/2020 02/07/2019 04/17/2020 01/30/2019 04/17/2020 02/07/2019 02/07/2019 10/31/2019 05/27/2020 10/29/2020 04/13/2020 09/17/2020	12,896,811 488,920 483,135 1,818,897 510,960 2,200,234 506,250 1,837,189 507,490 515,120 462,862 1,006,120 565,000 1,522,710 250,000	04/01/2023 06/01/2023 06/26/2023 09/01/2023 09/01/2023 10/01/2023 01/23/2024 02/01/2024 06/01/2024 08/01/2024 08/01/2024 11/01/2024	1 14 31 92 117 184 198 214 328 337 341 458 519 519	4.530 3.243 3.245 1.387 2.864 1.020 2.908 1.020 3.319 3.535 2.093 1.356 0.820 1.058	12,896,811 499,560 498,835 1,773,755 497,070 2,110,937 494,785 1,740,069 492,725 492,090 431,807 990,220 533,383 1,438,095 233,223 1,750,949	SYS70071 084670BR8 911312BK1 040484VN4 931142EK5 613105KV6 717081EN9 4386705V9 17325FAS7 46625HJT8 91159HHV5 46647PBQ8 275282PR6 438687KT1 13077DMK5	70071 26576 26583 26984 26758 26985 26738 26983 26756 26757 26906 27007 27107 26980 27072	12,896,811 499,912 499,715 1,787,714 500,798 2,153,190 500,728 1,781,342 501,350 502,781 444,978 1,001,907 565,000 1,507,482 250,000

Bond\*

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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
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	717	1.217	468,190	384802AE4	27005	505,991
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	762	0.600	480,635	586145F74	27114	524,105
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	762	1.038	932,970	899559QD3	27006	1,007,070
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	792	0.750	490,532	447025A56	27112	536,903
loneywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	823	0.866	922,930	438516CB0	27008	1,010,614
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	823	1.299	396,992	471376FJ7	27011	430,660
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	837	1.033	1,442,985	740189AM7	27017	1,577,329
P Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	845	1.050	674,100	48128GU40	27024	750,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	853	0.845	455,360	059231X39	27126	500,000
Misconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	853	0.774	455,925	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	854	2.145	3,628,400	59217GEJ4	27376	3,892,734
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	884	0.940	739,653	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	901	0.600	899,960	3136G4G72	27056	1,000,000
ederal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	931	0.570	896,630	31422BV23	27071	1,000,000
ederal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	943	0.530	1,789,260	3133EMBH4	27079	2,000,000
ederal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	943	0.530	1,538,764	3133EMBJ0	27080	1,720,000
ederal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	943	0.520	894,390	3130AKAZ9	27081	1,000,000
ederal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	971	0.540	446,315	3134GW4Z6	27104	500,000
ank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,000	0.798	881,490	06048WK41	27122	1,000,000
ederal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,006	0.560	445,030	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,015	1.060	1,339,910	40139LBC6	27223	1,512,385
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,027	0.825	215,843	48128GY53	27139	250,000
ederal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,035	0.599	444,920	3135G06Q1	27141	500,566
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,075	0.699	443,700	037833EB2	27169	500,000
P Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	1,084	0.650	865,810	46632FRV9	27172	1,000,000
harles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,106	1.054	555,087	808513BF1	27220	627,141
ederal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,111	0.841	886,800	3130ALEL4	27203	998,472
ederal Home Loan Ba	USBGC	175,000	0.975	08/11/2022	157,876	03/23/2026	1,118	3.330	156,119	3130ALGJ7	27438	160,506
ederal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,125	1.010	891,840	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,127	1.119	450,055	68607V2Q7	27216	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,147	1.084	449,355	3130ALXR0	27215	500,000
Inited Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,171	1.079	487,625	91324PEC2	27232	551,199
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,184	1.250	965,988	06048VVM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,212	1.199	1,086,963	06048WM64	27228	1,250,000
tate University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,218	1.590	332,726	65000BGU6	27329	370,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,233	1.050	881,170	57629WDE7	27249	1,004,917
lome Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	1,294	3.000	377,517	437076BN1	27387	403,045
ohn Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,322	1.235	87,842	24422EVW6	27297	100,227
lationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,322	4.569	1,760,784	63859UBH5	27420	1,832,036
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,334	1.567	752,947	872898AA9	27333	855,416
ublic Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,349	1.490	1,402,202	74460DAG4	27308	1,585,551
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,349	1.569	322,905	74460DAG4	27312	364,109



#### 02/28/2023

#### **General Operating Reserve**

								Doug				
			Interest	Purchase	Purchased	Maturity	Days to	Equiv				
Issuer	Trustee / Custodian	Stated Value	Rate	Date	Price	Date	Maturity	Yield	Market Value	CUSIP	Investment #	Carrying Value
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,349	1.475	941,289	74460DAG4	27339	1,064,926
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,370	1.500	1,081,344	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,399	1.509	134,387	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,412	1.731	390,302	24422EWA3	27363	437,499
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,429	3.375	472,885	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,504	4.123	973,031	023135CF1	27419	998,610
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,513	3.628	1,699,589	872898AF8	27404	1,786,378
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,541	4.122	973,490	747525AU7	27421	1,000,801
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,567	3.631	478,790	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,628	4.944	253,733	30303M8B1	27484	254,654
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,635	4.136	70,027	023135BC9	27457	72,032
	Fund Total and Average	\$ 74,178,847	2.158		\$ 74,433,917		748	2.079	\$ 69,381,346	-		\$ 74,050,778
	GRAND TOTALS:	\$ 236,783,649	3.070		\$ 237,148,231		445	3.049	\$ 227,643,791.			\$ 236,708,301

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2023

#### Callable Dates:



#### Geo 2016A Debt Service

Issuer Debt 36	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	chased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Ma	rket Value	CUSIP	Investment #	Car	rrying Valı
Federal Home Loan Ba	USBT	1,181,000	4.615	12/28/2022	1,152,689	07/03/2023	124	4.791		1,161,147	313384HR3	27497		1,162,22
Federal Home Loan Ba	USBT	539,000	4.639	01/10/2023	526,912	07/03/2023	124	4.812		529,939	313384HR3	27507		530,38
Federal Home Loan Ba	USBT	296,000	4.670	01/30/2023	290,087	07/03/2023	124	4.831		291,024		27528		291,23
Federal National Mtg	USBT	294,000	4.729	02/24/2023	289,017	07/03/2023	124	4.878			313588HR9	27543		289,21
	Fund Total and Average	\$ 2,310,000	4.643		\$ 2,258,705		124	4.812	\$	2,271,168			\$	2,273,06
Geothermal Specia	al Reserve													
First American Govt.	USBGC	5,000	4.100		5,000		1	4.100		5,000	SYS70015	70015		5,00
Federal National Mtg	USBGC	1,495,000	0,500	02/16/2021	1,497,796	11/07/2025	982	0.460		1,340,327	3135G06G3	27167		1,496,58
	Fund Total and Average	\$ 1,500,000	0.512		\$ 1,502,796		979	0.472	\$	1,345,327			\$	1,501,58
Geo Decommission	ning Reserve													
Local Agency Investm	LAIF	0	1.329		0		1	1.329		0	SYS70027	70027		
First American Govt.	USBGC	948	4.100		948		1	4.100		948	SYS70034	70034		94
California Asset Mgm	CMP	10,714	4.530	09/01/2022	10,714		1	4.530		10,714	SYS70074	70074		10,7
Crook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	106	1.450		351,443	227183DH0	27003		355,1
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	153	1.471		385,231	83412PCN0	26978		391,2
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	182	3.203		247,885	29278TCP3A	30309		250,0
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	190	3.301		247,953	17312QS34A	30314		250,0
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	611	1.846		322,565	78607QAY1	26977		337,1
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	717	1.161		397,962	384802AE4	27002		430,5
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	823	0.952		457,095	13032UXM5	27111		500,0
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	853	1.372		693,840	442349EM4	27102		750,0
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	853	0.610		451,885	592112UB0	27175		500,00
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	884	0.940		907,550	275282PS4	27109		1,000,0
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,015	1.060		445,168	40139LBC6	27224		502,47
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,075	0.700		887,400	037833EB2	27162		1,000,00
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,156	1.200		431,175	48128G3G3	27218		500,00
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,212	1.199		652,178	06048WM64	27229		750,00
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,274	1.250		42,654	06048WN22	27258		50,00
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,290	1.629		1,725,530	037833DN7	27361		1,921,93
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,293	1.227		131,750	14913R2Q9	27289		149,60
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,334	1.567		1,218,003	872898AA9	27334		1,383,76
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,349	1.490		676,773	74460DAG4	27309		765,20
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,349	1.475		1,523,402	74460DAG4	27340		1,723,4
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,522	3.862		722,175	64966QC99	27405		750,00
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,653	4.125		1,363,586	931142EX7	27458		1,390,0



#### **Geo Decommissioning Reserve**

			Interest	Purchase	Purchased	Maturity	Days to	Bond* Equiv						
Issuer	Trustee / Custodian	Stated Value	Rate	Date	Price	Date	Maturity	Yield	Ma	rket Value	CUSIP	Investment #	C	arrying Value
Intel Corp	USBGC	200,000	4.875	02/24/2023	198,252	02/10/2028	1,807	5.075		197,078	458140CE8	27553		198,259
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,557	2.078		485,766	64966QUX6	27219		583,577
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,802	4.870		169,235	13077DMR0	27482		168,626
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,903	1.360		780,540	3130AKX76	27163		1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,911	1.460		761,095	31422XAU6	27177		972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,911	1.482		469,812	31422XAU6	27246		598,999
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	3,033	3.439		1,352,265	3130ANUL2	27439		1,495,838
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	3,044	4.430		265,290	953107AK5	27512		271,233
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,072	1.704		1,584,640	3130AN7G9	27245		2,005,417
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,075	1,565		394,860	56781RKZ9	27272		505,631
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	3,075	4.780		247,002	675383TR4	27513		248,904
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,089	2.134		305,871	088518PA7	27274		385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,089	2.134		198,618	088518NH4	27275		250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	3,197	5.110		79,338	16772PCS3	27485		78,706
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,232	2.044		1,972,525	3133ENJZ4	27360		2,451,274
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,345	4.181		901,651	31422XXY3	27403		970,502
	Fund Total and Average	\$ 28,225,662	1.945		\$ 27,898,484		1959	2,030	\$	24,460,451			\$	27,846,229
	GRAND TOTALS:	\$ 32,035,662	2.071		\$ 31,659,985		1780	2.156	\$	28,076,946.			\$	31,620,879

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2023

#### Callable Dates:

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	<b>FAMCA</b>	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
27553	INTC	Anytime starting 1/10/2028



#### 02/28/2023

#### Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date		chased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	٥.	am da a Makea
Issuei	Trustee / Custodian	Stateu value	Itale	Date		riice	Date	waturity	TIEIU	Market value	CUSIP	investment #	Ca	arrying Value
US Bank Trust	USBT	772	0.010			772		1	0.010	77	2 SYS79017	79017		772
Federal Home Loan Ba	USBT	436,000	4.640	12/28/2022		423,862	08/01/2023	153	4.821	426,79	2 313384JW0	27501		427,402
Federal Home Loan Ba	USBT	1,319,000	4.690	01/30/2023		1,287,554	08/01/2023	153	4.870	1,291,14	3 313384JW0	27534		1,292,709
Federal Home Loan Ba	USBT	1,029,000	4.829	02/24/2023		1,007,187	08/01/2023	153	5.003	1,007,26	8 313384JW0	27549		1,007,877
					P									
4.	Fund Total and Average	\$ 2,784,772	4.733		\$	2,719,375		153	4.911	\$ 2,725,9	5		\$	2,728,760
	GRAND TOTALS:	\$ 2,784,772	4.733		\$	2,719,375		153	4.911	\$ 2,725,97	5.		\$	2,728,760

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2023



#### 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	12,088	4.100		12,088		1	4.100		SYS70031	70031	12,088
California Asset Mgm	CMP	1,163,606	4.530	09/01/2022	1,163,606		1	4.530		SYS70073	70073	1,163,606
United Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	31	3.182		911312BK1	26620	499,738
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	61	2.985	547,503	19416QEC0	26652	549,248
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	306	0.401	960,130	374288AB4	27161	1,000,000
Federal Home Loan Ba	USBGC	500,000	5.000	01/30/2023	500,000	01/26/2024	331	5.000	497,725	3130AUJ62	27515	500,000
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	364	5.143	49,948	3133EPCB9	27556	49,991
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	401	2.988	198,305	58989V2C7	27385	203,953
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	401	2.988	397,560	58989V2C7	27386	408,882
Federal National Mtg	USBGC	500,000	5.000	01/26/2023	500,000	04/26/2024	422	5.006	497,220	3135GAE72	27514	500,000
Federal Home Loan Ba	USBGC	985,000	4.875	01/30/2023	987,778	06/14/2024	471	4.649	979,671	3130ATVC8	27520	987,603
U.S. Treasury	USBGC	795,000	0,375	01/30/2023	749,536	07/15/2024	502	4.468	745,654	91282CCL3	27527	752,100
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	519	1.029	236,848	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	580	0.683	93,583	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	607	5.004	1,734,268	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	655	1.744	481,900	931142DV2	26950	507,728
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	785	0.839	505,297	06406RAN7	27221	553,731
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	810	0.675	454,930	31422BA26	27004	500,000
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	880	5.000	987,890	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	884	1.229	228,675	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	898	1.950	491,655	283734TC5	27131	527,976
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	945	0.765	116,997	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	972	5.053	988,020	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	972	5.023	987,580	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	974	5.003	987,400	3134GYFX5	27523	1,000,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,000	0.798	881,490	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,015	0.615	445,815	3135G06J7	27136	500,474
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,027	0.825	431,685	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0,640	01/06/2021	501,550	12/30/2025	1,035	0.576	444,920	3135G06Q1	27148	500,880
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	1,063	5.050	985,890	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	1,064	5.100	986,610	3130AUNJ9	27518	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	4.800	01/30/2023	1,000,000	01/30/2026	1,066	4.800	985,380	3134GYFB3	27525	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,079	0.530	439,590	3130AKWA0	27165	499,853
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	1,084	5.150	994,160	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	1,091	4.226	486,673	58933YAY1	27526	497,063
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,092	0.500	444,350	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	1,095	4.200		17275RBC5	27481	33,788
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,147	1.084	449,355	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,171	1.082	443,295	91324PEC2	27231	501,090



Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	1,247	5.000	983,210	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,265	0.875	437,320	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,272	0.967	439,815	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,274	1.250	42,654	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,334	1.567	177,164	872898AA9	27332	201,274
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,349	1.475	221,168	74460DAG4	27338	250,217
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,399	1.509	447,955	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,635	4.136	140,054	023135BC9	27456	144,063
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,638	4.200	384,688	3130ASVC0	27442	400,000
Federal Home Loan Ba	USBGC	600,000	5.555	01/30/2023	600,600	01/27/2028	1,793	5.531	590,982	3130AUJJ4	27516	600,590
	Fund Total and Average	\$ 28,443,694	3.165		\$ 28,371,792		859	3.350	\$ 27,160,660			\$ 28,375,936
Hydro Debt Service	i.											
U.S. Treasury	USBT	26,000	4,447	01/30/2023	25,518	06/29/2023	120	4.593	25,595	912796ZR3	27529	25,615
U.S. Treasury	USBT	26,000	4.498	02/24/2023	25,594	06/29/2023	120	4,632	25,595	912796ZR3	27544	25,610
	Fund Total and Average	\$ 52,000	4.473		\$ 51,112		120	4.613	\$ 51,190			\$ 51,225
Hydro 2018A Debt	Service											
Federal Home Loan Ba	USBT	4,470,000	4.615	12/28/2022	4,362,844	07/03/2023	124	4.791	4,394,859	313384HR3	27498	4,398,944
Federal Home Loan Ba	USBT	1,600,000	4.640	01/10/2023	1,564,117	07/03/2023	124	4.812	1,573,104	313384HR3	27509	1,574,428
Federal Home Loan Ba	USBT	1,119,000	4.670	01/30/2023	1,096,645	07/03/2023	124	4.831	1,100,190	313384HR3	27530	1,101,000
Federal National Mtg	USBT	1,116,000	4.730	02/24/2023	1,097,085	07/03/2023	124	4.878	1,097,240	313588HR9	27545	1,097,818
	Fund Total and Average	\$ 8,305,000	4.643		\$ 8,120,691		124	4.812	\$ 8,165,393			\$ 8,172,190
Hydro 2019A Debt \$	Service											
Federal Home Loan Ba	USBT	4,867,000	4.615	12/28/2022	4,750,327	07/03/2023	124	4.791	4,785,186	313384HR3	27499	4,789,634
Federal Home Loan Ba	USBT	2,122,000	4.640	01/10/2023	2,074,411	07/03/2023	124	4.812	2,086,329	313384HR3	27510	2,088,086
Federal Home Loan Ba	USBT	1,219,000	4.669	01/30/2023	1,194,648	07/03/2023	124	4.831	1,198,509	313384HR3	27531	1,199,392
Federal National Mtg	USBT	1,214,000	4.730	02/24/2023	1,193,424	07/03/2023	124	4.878	1,193,593	313588HR9	27546	1,194,221
	Fund Total and Average	\$ 9,422,000	4.643		\$ 9,212,810		124	4.812	\$ 9,263,617			\$ 9,271,333
Hydro 2022A Debt S	Service .											
Federal Home Loan Ba	USBT	511,000	4.670	01/30/2023	500,792	07/03/2023	124	4.831	502.410	313384HR3	27532	502,780
Federal National Mtg	USBT	510,000	4.729	02/24/2023	501,356	07/03/2023	124	4.878	•	313588HR9	27547	501,691
	Fund Total and Average	\$ 1,021,000	4.700		\$ 1,002,148		124	4.855	\$ 1,003,837			\$ 1,004,471



#### 02/28/2023

#### Hydro 2022B Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purch Pi	nased rice	Maturity Date	Days to Maturity	Bond* Equiv Yield	Ma	rket Value	CUSIP	Investment #	Carr	ying Value
Hydro 2022B Debt S	Service														
Federal Home Loan Ba	USBT	678,000	4,615	12/28/2022		661,747	07/03/2023	124	4.791		666,603	313384HR3	27500		667,222
Federal Home Loan Ba	USBT	228,000	4.640	01/10/2023		222,887	07/03/2023	124	4.812		224,167	313384HR3	27511		224,356
Federal Home Loan Ba	USBT	170,000	4.670	01/30/2023		166,604	07/03/2023	124	4.831		167,142	313384HR3	27533		167,265
Federal National Mtg	USBT	169,000	4,730	02/24/2023		166,136	07/03/2023	124	4.878		166,159	313588HR9	27548		166,247
	Fund Total and Average	\$ 1,245,000	4.643		\$	1,217,374		124	4.812	\$	1,224,071			\$	1,225,090
Hydro Special Rese	erve														
First American Govt.	USBGC	5,000	4.100			5,000		1	4.100		5,000	SYS70016	70016		5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021		1,497,796	11/07/2025	982	0.460		1,340,327	3135G06G3	27166		1,496,588
	Fund Total and Average	\$ 1,500,000	0.512		\$	1,502,796		979	0.472	\$	1,345,327			\$	1,501,588
Hydro 2012 DSRA															
U.S. Treasury	USBT	20,000	4.321	12/28/2022		19,191	11/30/2023	274	4.518		19,281	912796ZD4	27505		19,342
U.S. Treasury	USBT	17,000	4.297	01/10/2023		16,286	12/28/2023	302	4.500		16,327	912796ZN2	27508		16,387
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022		1,843,359	06/30/2024	487	2.551		1,794,956	9128286Z8	27388		1,855,618
	Fund Total and Average	\$ 1,912,000	1.798		\$	1,878,836		483	2.588	\$	1,830,564			\$	1,891,347
	GRAND TOTALS:	\$ 51,900,694	3.604		\$ 5	1,357,559		567	3.799	\$	50,044,659.			\$ 5	1,493,180

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2023

#### Callable Dates:

Inv#			Inv#		
26950	WMT	Anytime starting 10/15/2024	27442	FHLB	Quarterly
27004	FAMCA	Semi-annually	27514	FNMA	Quarterly starting 7/26/2023
27131	<b>ELPASO</b>	Callable annually starting 8/15/2023	27515	FHLB	Quarterly starting 4/26/2023
27132	FFCB	Anytime	27516	FHLB	Quarterly starting 4/27/2023
27135	CASDEV	Anytime	27517	FHLB	Quarterly starting 4/28/2023
27136	FNMA	Quarterly	27518	FHLB	Quarterly starting 7/28/2023
27140	JPM	Quarterly starting 12/22/2023	27519	FHLB	Quarterly starting 7/28/2023
27161	<b>JPGETY</b>	Anytime starting 10/1/2023	27521	FHLB	Quarterly starting 7/28/2023
27165	FHLB	Anytime	27522	FHLMC	Quarterly starting 7/28/2023
27214	FHLB	4/21/2023	27523	FHLMC	Quarterly starting 10/30/2023
27221	BK	3/24/2025	27524	FHLMC	Quarterly starting 1/30/2024
27253	FHLB	Quarterly	27525	FHLMC	1/30/2024 only
27254	FHLB	Monthly	27538	FHLMC	Quarterly starting 7/27/2023
27257	BAC	Semi-annually	27542	FHLMC	Quarterly starting 8/17/2023
27344	FHLB	12/29/2023			-

# NICPA NICPA

#### Northern California Power Agency Treasurer's Report 02/28/2023

#### **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 Valu
Local Agency Investm		0	4 220		0		4	4 222		01/070040	70040	
Local Agency Investm California Asset Mgm	CMP		1.329 4.530	09/13/2022			1	1.329		SYS70046	70046	(0.40
California Asset Mgm	CIVIP	80,164	4.530	09/13/2022	80,164		1	4.530	80,164	SYS70077	70077	80,164
	Fund Total and Average	\$ 80,164	4,530		\$ 80,164		111	4.530	\$ 80,164			\$ 80,16
LEC Issue #1 2010B	B DS Fund											
US Bank Trust	USB	434	0.010		434		1	0.010	434	SYS79004	79004	434
Federal Home Loan Ba	USBT	736,000	4.540	12/28/2022	721,799	05/30/2023	90	4.693	727,293	313384GF0	27502	727,646
U.S. Treasury	USBT	730,000	4.650	02/24/2023	721,042	05/30/2023	90	4.773	721,474	912797FG7	27550	721,514
Federal Home Loan Ba	USBT	732,000	4.659	01/30/2023	720,535	05/31/2023	91	4.799	723,245	313384GG8	27535	723,377
	Fund Total and Average	\$ 2,198,434	4.616		\$ 2,163,810		90	4.754	\$ 2,172,446			\$ 2,172,97
LEC Issue #2 2010B	DS Fund											
US Bank Trust	USB	689	0.010		689		1	0.010	689	SYS79012	79012	689
Federal Home Loan Ba	USBT	2,950,000	4.580	12/06/2022	2,884,322	05/30/2023	90	4.749	2,915,102	313384GF0	27493	2,916,223
Federal Home Loan Ba	USBT	795,000	4.539	12/28/2022	779,660	05/30/2023	90	4.693	785,595	313384GF0	27503	785,97
U.S. Treasury	USBT	789,000	4.650	02/24/2023	779,318	05/30/2023	90	4.773	779,784	912797FG7	27551	779,828
Federal Home Loan Ba	USBT	791,000	4.660	01/30/2023	778,611	05/31/2023	91	4.799	781,540	313384GG8	27536	781,682
	Fund Total and Average	\$ 5,325,689	4.596		\$ 5,222,600		90	4.751	\$ 5,262,710			\$ 5,264,399
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	90	4.749	3,776,786	313384GF0	27494	3,778,238
Federal Home Loan Ba	USBT	680,000	4.540	12/28/2022	666,879	05/30/2023	90	4.693	671,956	313384GF0	27504	672,282
U.S. Treasury	USBT	675,000	4.649	02/24/2023	666,717	05/30/2023	90	4.773	667,116	912797FG7	27552	667,15
Federal Home Loan Ba	USBT	676,000	4,660	01/30/2023	665,412	05/31/2023	91	4.799	667,915	313384GG8	27537	668,037
	Fund Total and Average	\$ 5,853,000	4.593		\$ 5,735,915		90	4.751	\$ 5,783,773			\$ 5,785,71
LEC Issue #1 2010 [	OSR Fund											
US Bank Trust	USB	1,834	0.010		1,834		1	0.010	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	1,034	5.010	4,752,192	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,097	0.840	3,939,909	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,199	0.799	133,452	3130AN4T4	27270	150,361
	Fund Total and Average	\$ 9,381,834	2.974		\$ 9,382,362		1066	2.973	\$ 8,827,387			\$ 9,382,195

# NCPA

#### Northern California Power Agency Treasurer's Report 02/28/2023

#### 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 Val
EC Iss#1 2010B B	ABS Subs Resv											
US Bank Trust	USB	769	0.010		769		1	0.010	769	SYS79006	79006	76
Federal Home Loan Ba	USBT	2,311,000	4.580	12/06/2022	2,259,548	05/30/2023	90	4.749	2,283,661	313384GF0	27495	2,284,53
	Fund Total and Average	\$ 2,311,769	4.578		\$ 2,260,317		90	4.748	\$ 2,284,430			\$ 2,285,30
LEC Issue #2 2010E	B DSR BABS											
US Bank Trust	USB	1,023	0.010		1,023		1	0.010	1 023	SYS79013	79013	1,02
Federal Home Loan Ba	USBT	956,000	4.580	12/06/2022	934,716	05/30/2023	90	4.749		313384GF0	27496	945,05
	Fund Total and Average	\$ 957,023	4.575		\$ 935,739		90	4.744	\$ 945,714			\$ 946,0
LEC O & M Reserve	•											
Local Agency Investm		0	1,329		0		1	1.329	0	SYS70047	70047	
First American Govt.	USBGC	0	4.100		0		1	4,100	0	SYS70041	70041	
California Asset Mgm	CMP	2,164,283	4.530	09/09/2022	2,164,283		1	4.530	2,164,283	SYS70075	70075	2,164,2
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	364	5.143	49,948	3133EPCB9	27557	49,9
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	641	1.776	451,445	14912L6G1	26952	476,4
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	853	0.610	451,885	592112UB0	27176	500,0
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	881	0,579	901,540	3136G4D75	27047	1,000,4
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	901	0.600	899,960	3136G4G72	27057	1,000,0
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	943	0.530	670,973	3133EMBH4	27083	750,0
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	943	0.530	599,402	3133EMBJ0	27084	670,0
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,075	0.699	443,700	037833EB2	27170	500,0
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,156	1.200	431,175	48128G3G3	27222	500,0
MassMutual Global Fu	USBGC	1,000,000	1,200	08/02/2021	1,007,220	07/16/2026	1,233	1.050	881,170	57629WDE7	27250	1,004,9
Bank of America Corp	USBGC	100,000	1,250	08/26/2021	100,000	08/26/2026	1,274	1.250	85,307	06048WN22	27259	100,0
Caterpillar Financia	USBGC	500,000	1,150	10/13/2021	498,165	09/14/2026	1,293	1.227	439,165	14913R2Q9	27290	498,6
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,334	1.567	752,947	872898AA9	27335	855,4
Public Storage	USBGC	515,000	1,500	11/15/2021	515,242	11/09/2026	1,349	1.490	455,605	74460DAG4	27310	515,1
Public Storage	USBGC	1,064,000	1,500	12/08/2021	1,065,234	11/09/2026	1,349	1.475	941,289	74460DAG4	27341	1,064,9
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,553	3.654	173,806	088006KB6	27424	182,0
	Fund Total and Average	\$ 11,828,283	1,760		\$ 11,854,140		892	1,710	\$ 10,793,600			\$ 11,832,3

GRAND TOTALS: \$ 37,936,196 3,303 \$ 37,635,047 584 3.355 \$ 36,150,224. \$ 37,749,188

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2023

#### Callable Dates:

Inv#

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



# Commission Staff Report

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

Michael DeBortoli

**SUBJECT:** Reliability Optimization, Inc. – First Amendment to Five Year Multi-Task Consulting Services Agreement for Predictive Maintenance Testing Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**METHOD OF SELECTION:** 

**AGENDA CATEGORY**: Consent

FROM:

	Assistant Genera	ıl Man	ager <i>N/A</i>			
Division:	Generation Servi	ces	If other, please o	lescribe:		
Department:	Combustion Turb	ines				
IMPACTED N	MEMBERS:					
	All Members	$\boxtimes$	City of Lod	i 🗆	City of Shasta Lake	
Alameda N	lunicipal Power		City of Lompo	: 🗆	City of Ukiah	
San Fran	ncisco Bay Area Rapid Transit		City of Palo Alto		Plumas-Sierra REC	
	City of Biggs		City of Redding	<b>,</b> $\Box$	Port of Oakland	
	City of Gridley		City of Roseville		Truckee Donner PUD	
City	y of Healdsburg		City of Santa Clara	a 🗆	Other	
			If other, please specify	,		

SR: 133:23

#### RECOMMENDATION:

Approve Resolution 23-24 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. for predictive maintenance testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to RTS Reliability Testing Services, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

#### BACKGROUND:

Predictive maintenance testing services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. effective December 6, 2019, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

Effective December 1, 2022, Reliability Optimization, Inc. was acquired by RTS Reliability Testing Services, LLC. NCPA now desires to enter into a First Amendment to the Multi-Task Consulting Services Agreement accepting assignment to RTS Reliability Testing Services, LLC. NCPA does not have other agreements in place for similar services at this time.

#### FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will remain unchanged at not-to-exceed \$2,000,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

#### **SELECTION PROCESS:**

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

#### **ENVIRONMENTAL ANALYSIS:**

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

#### **COMMITTEE REVIEW:**

On March 1, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

SR: 133:23

On March 6, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD General Manager

#### Attachments (3):

- Resolution 23-24
- Multi-Task Consulting Services Agreement with Reliability Optimization, Inc.
- First Amendment to Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. Accepting Assignment to RTS Reliability Testing Services, LLC

SR: 133:23

#### **RESOLUTION 23-24**

# RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH RELIABILITY OPTIMIZATION, INC. ACCEPTING ASSIGNMENT TO RTS RELIABILITY TESTING SERVICES, LLC

#### (reference Staff Report #133:23)

WHEREAS, Northern California Power Agency (NCPA) and Reliability Optimization, Inc. entered into a Multi-Task Consulting Services Agreement effective December 6, 2019, for Reliability Optimization, Inc. to provide predictive maintenance testing services, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, effective December 1, 2022, Reliability Optimization, Inc. was acquired by RTS Reliability Testing Services, LLC; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task Consulting Services Agreement accepting assignment to RTS Reliability Testing Services, LLC; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Reliability Optimization, Inc., with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to RTS Reliability Testing Services, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023 by the following vote

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

JERRY SERVENTI	ATTEST:
CHAIR	ASSISTANT SECRETARY



# MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND RELIABILITY OPTIMIZATION, 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 Reliability Optimization, Inc., a corporation with its office located at 325 Park Drive, Aptos, CA 95003 ("Consultant") (together sometimes referred to as the "Parties") as of December 1, 2019 ("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 <u>Standard of Performance.</u> 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.
- **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, begins to perform the Requested Services, or does not respond within the seven day

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

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

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

Invoices shall be sent to:

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

- 2.2 <u>Monthly Payment.</u> 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 <u>Authorization to Perform Services.</u> 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.
- <u>Section 3.</u> <u>FACILITIES AND EQUIPMENT.</u> 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
    - 4.2.2 Automobile Liability. Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

- mobile equipment to the extent coverage may be excluded from general liability insurance.
- **4.2.3** General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance. Not Applicable.
- 4.4 All Policies Requirements.
  - 4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
  - 4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
  - **4.4.3** Higher Limits. If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.
  - 4.4.4 Additional Certificates and Endorsements. 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.

- 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.

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

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

#### Section 7. LEGAL REQUIREMENTS.

- **7.1** Governing Law. The laws of the State of California shall govern this Agreement.
- **7.2** Compliance with Applicable Laws. Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 <u>Licenses and Permits.</u> 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.

**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.
- **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.

- **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 <u>Venue.</u> 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 <u>Severability.</u> 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 <u>No Implied Waiver of Breach.</u> 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.
- **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.
  - Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Reliability Optimization, Inc. Attention: Kevin Nordenstrom, President 325 Park Drive Aptos, CA 95003

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 <u>Professional Seal.</u> 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 <u>Alternative Dispute Resolution</u>. 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.

- 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.
- 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 <u>Counterparts.</u> 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.

#### **EXHIBIT A**

#### SCOPE OF SERVICES

Reliability Optimization, Inc. ("Consultant") shall provide predictive maintenance testing services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Vibration Testing
- On-Line/Off-Line Motor Analysis
- Infrared Thermographic Imaging
- Airborne Ultrasonic Testing
- Corona Survey
- Lubrication Oil Analysis
- Transformer Oil Analysis
- SF6 Gas Analysis
- Generator & Generator Step Up Transformer Partial Discharge Analysis
- PdM Testing Reporting

List of Subcontractors to include the following:

- Industrial Tests, Inc.
- SDMyers, LLC
- Sean Nordenstrom

#### **EXHIBIT B**

#### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### Pricing for CT facilities:

- Lodi Energy Center \$84,498 annually, billed at \$7,041.50 monthly
- CT1 Lodi \$12,023 annually, billed at \$6,011.50 semi-annually
- CT1 Alameda \$17,100 annually, billed at \$8,550.00 semi-annually
- STIG \$20,962 annually, billed at \$10,481.00 semi-annually

If additional work is needed outside of the standard scope of predictive maintenance, the pricing will be agreed upon at the time a Purchase Order is issued.

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

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

#### **EXHIBIT C**

#### **CERTIFICATION**

#### **Affidavit of Compliance for Contractors**

KEVIN NORDENSTROM, PRESIDENT			
(Name of person signing affidavit)(Title)			
do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of			
RELIABILITY OPTIMIZATION, INC. (Company name)			
for contract work at:			
LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242			
have been conducted as required by the California Energy Commission Decision for the above-named project.  (Signature of officer or agent)			
Dated this day of			
THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.			



## FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND RELIABILITY OPTIMIZATION, INC. ACCEPTING ASSIGNMENT TO RTS RELIABILITY TESTING SERVICES, 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 RTS Reliability Testing
Services, LLC ("Consultant") (collectively referred to as "the Parties") as of
, 2023.

WHEREAS, the Agency and Reliability Optimization, Inc. entered into a Multi-Task Consulting Services Agreement dated effective December 6, 2019, (the "Agreement") for Consultant to provide predictive maintenance testing services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, effective December 1, 2022, Reliability Optimization, Inc. was acquired by RTS Reliability Testing Services, LLC and the Parties now desire to assign the Agreement to RTS Reliability Testing Services, LLC; and

WHEREAS, the Parties now desire to amend Section 10.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to reflect the change of the Consultant's name; and

WHEREAS, the Agency now desires to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Consultant's name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Consultant's name; and

WHEREAS, the Parties and Reliability Optimization, Inc. agree to the assignment of the Agreement to RTS Reliability Testing Services, LLC; 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. **As of the Amendment Effective Date,** the preamble to the Agreement is replaced in its entirety as follows:

"This Multi-Task Consulting Services Agreement ("Agreement') is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and RTS Reliability Testing

Services, LLC, an Arkansas limited liability company, with its office located at 1049 Triad Court, Marietta, GA 30062 ("Consultant") (together sometimes referred to as the "Parties") as of December 6, 2019 ("Effective Date") in Roseville, California."

- 2. Section 10.7 Contract Administrator is replaced in its entirety as follows:
  - **10.7** Contract Administrator. This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 3. Section 10.8 Notices is replaced in its entirety as follows:
  - **10.8 Notices.** Any written notice to Contractor shall be sent to:

RTS Reliability Testing Services, LLC Attn: Kevin Nordenstrom 1049 Triad Court Marietta, GA 30062

With a copy to: mholbrook@atslab.com

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 4. **Exhibit A SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
- Exhibit C CERTIFICATION Affidavit of Compliance for Contractors is amended to include RTS Reliability Testing Services, LLC and shall be executed as set forth in the attached Exhibit C.
- 6. Agency hereby approves the name change of the Agreement from Reliability Optimization, Inc. to RTS Reliability Testing Services, LLC, Consultant.
- 7. 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	RTS RELIABILITY TESTING SERVICES, LLC			
RANDY S. HOWARD, General Manager	CHARLES R. SCOTT, President			
Date:				
RELAIBILITY OPTIMIZATION, INC. consents to	the foregoing.			
KEVIN NORDENSTROM, President				
Attest:				
Assistant Secretary of the Commission				
Approved as to Form:				
Jane E. Luckhardt, General Counsel				

#### **EXHIBIT A**

#### **SCOPE OF SERVICES**

RTS Reliability Testing Services, LLC ("Consultant") shall provide predictive maintenance testing services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Vibration Testing
- On-Line/Off-Line Motor Analysis
- Infrared Thermographic Imaging
- Airborne Ultrasonic Testing
- Corona Survey
- Lubrication Oil Analysis
- Transformer Oil Analysis
- SF6 Gas Analysis
- Generator & Generator Step Up Transformer Partial Discharge Analysis
- PdM Testing Reporting

List of Subcontractors to include the following:

- Industrial Tests, Inc.
- SDMyers, LLC
- Sean Nordenstrom

#### **EXHIBIT C**

#### **CERTIFICATION**

#### **Affidavit of Compliance for Contractors**

l,		
	(Name of person signing	g affidavit)(Title)
do hereby certify that back and employment history o	-	scertain the accuracy of the identity
	RTS RELIABILITY TESTING (Company na	
for contract work at:		
LODI ENERG	Y CENTER, 12745 N. THOI	PRNTON ROAD, LODI, CA 95242
	(Project name and	d location)
have been conducted as r above-named project.	equired by the California En	nergy Commission Decision for the
-	(Signature of office	er or agent)
Dated this	day of	, 20
PLAN AND SHALL BE RE	TAINED AT ALL TIMES AT	PENDED TO THE PROJECT SECURITY TITHE PROJECT SITE FOR REVIEW BY JANCE PROJECT MANAGER



## **Commission Staff Report**

COMMISSION MEETING DATE: March 23, 2023

**SUBJECT:** HRST, Inc. – Five Year Multi-Task General Services Agreement for HRSG Related Inspection Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:				
All Members	$\boxtimes$	City of Lodi	City of Shasta Lake	
Alameda Municipal Power		City of Lompoc	City of Ukiah	
San Francisco Bay Area Rapid Transit		City of Palo Alto	Plumas-Sierra REC	
City of Biggs		City of Redding	Port of Oakland	
City of Gridley		City of Roseville	Truckee Donner PUD	
City of Healdsburg		City of Santa Clara	Other	
		If other, please specify		
,				

#### **RECOMMENDATION:**

Approve Resolution 23-25 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with HRST, Inc. for HRSG related inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

#### BACKGROUND:

Various HRSG related inspection services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Groome Industrial, Nooter Eriksen (pending) and Tetra Engineering.

#### **FISCAL IMPACT:**

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

#### **SELECTION PROCESS:**

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

#### **ENVIRONMENTAL ANALYSIS:**

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

#### **COMMITTEE REVIEW:**

On March 1, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 6, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD General Manager

#### Attachments (2):

- Resolution 23-25
- Multi-Task General Services Agreement with HRST, Inc.

#### **RESOLUTION 23-25**

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH HRST. INC.

#### (reference Staff Report 134:23)

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023 by the following vote

ASSISTANT SECRETARY

on roll call: Vote Abstained **Absent** Alameda San Francisco BART **Biggs** Gridlev Healdsburg Lodi Lompoc Palo Alto Port of Oakland Reddina Roseville Santa Clara Shasta Lake Truckee Donner Ukiah Plumas-Sierra JERRY SERVENTI ATTEST: CARY A. PADGETT

CHAIR



# MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND HRST, INC.

This Multi-Task General Services Agreement ("Agreement') is made by and between the
Northern California Power Agency, a joint powers agency with its main office located at 651
Commerce Drive, Roseville, CA 95678-6420 ("Agency") and HRST, Inc., a corporation with its
office located at 6557 City West Parkway, Eden Prairie, MN 55344 ("Contractor") (together
sometimes referred to as the "Parties") as of, 2023 ("Effective Date") in
Roseville, California.

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

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

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

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

- **2.1 T&M** <u>Invoices.</u> Contractor shall submit T&M invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
  - The beginning and ending dates of the billing period;
  - Work performed;
  - The Purchase Order number authorizing the Requested Work;
  - At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
  - At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

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

- **2.2** <u>Fixed Price Invoices.</u> Contractor shall submit all Fixed Price invoices pursuant to the payment schedule outlined on the pertinent Purchase Order or, if lacking therein, Contractor's proposal.
- 2.3 <u>Monthly Payment.</u> Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- **2.3** Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

- **2.4** Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 <u>Timing for Submittal of Final Invoice.</u> Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.
- <u>Section 3.</u> <u>FACILITIES AND EQUIPMENT.</u> Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.
- <u>Section 4.</u> <u>INSURANCE REQUIREMENTS.</u> Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.
  - **Morkers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
  - 4.2 Commercial General and Automobile Liability Insurance.
    - 4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
    - 4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

- **4.2.3** General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) 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 claimsmade 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 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.
  - 4.5.1 <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
  - 4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
  - **4.5.3** Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
  - 4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

- 4.5.5 <u>Waiver of Subrogation.</u> Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

#### Section 5. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- **5.3** Transfer of Title. Not Applicable.
- 5.4 <u>Limitation of Liability.</u> Anything in this Agreement to the contrary notwithstanding, either party's total liability to the other party for breaches of this Agreement, other than any liability resulting from a willful or grossly negligent refusal by a party to perform its obligations hereunder, shall in no event exceed the greater of the amounts of insurance required by this Agreement.

#### Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

- 6.4 <u>Certification as to California Energy Commission.</u> If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 <u>Certification as to California Energy Commission Regarding Hazardous</u>

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

#### Section 7. LEGAL REQUIREMENTS.

- **7.1** Governing Law. The laws of the State of California shall govern this Agreement.
- **7.2** Compliance with Applicable Laws. Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 <u>Licenses and Permits.</u> Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- **7.4** Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend. indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

#### Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 9.2 <u>Contractor's Books and Records.</u> Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

#### 9.4 Confidential Information and Disclosure.

- 9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

- **9.4.3.1** Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
- **9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
- **9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

#### Section 10. PROJECT SITE.

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

have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

#### Section 11. WARRANTY.

- 11.1 Nature of Work. In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work with the usual professional standard of care and in accordance with generally accepted practices in effect at the time the services are rendered and in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work or any failure of a Product in accordance with the standards required by this Agreement. If during the one (1) year period following (i) completion of the Work (including any equipment, supplies or other materials used or provided), or (ii) delivery of any Products, any Work or Products provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same so it complies with this warranty. All replaced Products become the property of Contractor. All replaced Work and/or Products are warranted as outlined above for the remainder of the original applicable warranty period.
- **11.3** Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance,

provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

- <u>Section 12.</u> <u>HEALTH AND SAFETY PROGRAMS.</u> The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.
  - **12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
  - 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
  - 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
  - 12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
  - 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
  - 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
  - **12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- **12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

#### Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

HRST, Inc. Attention: Contracts Department 6557 City West Parkway

Eden Prairie, MN 55344

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

- **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- **13.11** Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

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

party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY	HRST, INC.	
Date	Date	
RANDY S. HOWARD, General Manager	JERED C. JACKSON, Contracts Administrator	
Attest:		
Assistant Secretary of the Commission		
Approved as to Form:		
Jane E. Luckhardt, General Counsel		

#### **EXHIBIT A**

#### SCOPE OF WORK

HRST, Inc. ("Contractor") shall provide HRSG related inspection services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

General services to include, but not be limited to the following:

- Heat Recovery Steam Generator Warranty Inspections
- Heat Recovery Steam Generator Consulting Engineering
- Power Piping Inspections
- Power Piping Design Engineering
- Steam Plant Condition Assessments and Fitness-for-Service Evaluations
- Root Cause Failure Assessments

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

#### **EXHIBIT B**

#### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 of the Agreement. This Exhibit B pricing may be updated annual by Contractor upon providing the Agency an updated break down for approval with 60 days' notice. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

#### **2023 SERVICE RATES**

Effective January 1, 2023 to December 31, 2023

#### Services Provided Under Time and Expense Contracts with HRST, Inc.

The following hourly rates shall apply for services, including inspections, meetings, analysis, and generation of reports. Minimum charge for field hours is 4 hours per day. All rates and contract prices are in US dollars. For countries that do not have a tax treaty with USA and require non-resident withholdings tax, the rates shown are net (after the withholdings).

Principal	\$ 335
Engineer / Consultant / Project Manager	\$ 275
Technical Advisor	\$ 230
Design / Drafting	\$ 210
Standby <sup>1</sup> / Travel Time <sup>2</sup>	\$ 150

- Standby time will be charged at a maximum of 8 hours per day when an HRST employee must remain in close proximity to the jobsite in order to provide additional service, for example, when Sunday is not a workday at the jobsite and travelling home is not viable for the HRST employee. The Purchaser shall remain responsible for expenses incurred while on standby.
- <sup>2</sup> Travel time will be charged at a maximum of 8 hours per day for projects in the continental US. When travel and services occur in the same day, actual service time will be charged at the service rate and actual travel time will be charged at the travel rate.

#### Overtime / Weekend / Holiday / Emergency

A 40% premium shall apply to all rates. Overtime rates apply when more than 10 hours per day are worked on weekdays and apply to any hours worked on a weekend or holiday, or if the nature of the work is supported by HRST's Emergency Engineer or Technical Advisor.

#### Expenses

Travel and consumable expenses will be billed at cost plus 10%. Typical expenses include:

- Transportation (airfare, car/fuel/tolls, taxi, parking, etc.)
   Lodging
- Meals & Incidental Expenses (M&IE)<sup>3</sup> Shipping charges
- 3 Meals and incidental expenses shall be based on the current local M&IE rate: GSA (CONUS), DOD (AK/HI) or USDOS

#### Equipment Rental & Subcontract Professional Service Rates

Equipment rental required to support HRST Service in North America will be billed per the pricing below. Minimum rental of 2 days applies, which covers all shipping time, and the day equipment arrives onsite. Shipping charges are not included.

- Borescope with 25' (100') foot probe: \$650 (\$1,200)/day
   FLIR Thermal Imaging Camera: \$250/day
- Positive Material Identification Analyzer: \$400/day
- Acoustic Leak Detection Probe: \$250/day
- HRST Supplied Truck: \$150/day plus fuel
- Thermocouple DataLogger: \$150/week
- Thermocouple Welder: \$250/week
- Equipment Rented by HRST: Cost plus 20%

Professional Service subcontracted by HRST and approved by client will be invoiced at cost plus 15%. Examples include: metallurgical analysis, chemistry specialist, gas side equipment cleaning, specialty engineering, NDE technicians and design/drafting

Pricing for services to be performed at NCPA Member or SCPPA locations will be time services are requested.	pe quoted at the
NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, foo costs in excess of those permitted by the Internal Revenue Service.	d and related
Multi-Task General Services Agreement between	GS-VEN-2022-088

# **EXHIBIT C**

# **CERTIFICATION**

# **Affidavit of Compliance for Contractors**

I,
(Name of person signing affidavit)(Title)
do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of
HRST, Inc.
(Company name)
for contract work at:
LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)
have been conducted as required by the California Energy Commission Decision for the above-named project.
(Signature of officer or agent)
Dated this, 20
THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

## **NOT APPLICABLE**

#### **EXHIBIT D**

## **CERTIFICATION**

# Affidavit of Compliance for Hazardous Materials Transport Vendors

l,,
(Name of person signing affidavit)(Title)
do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,
(Company name)
for hazardous materials delivery to:
LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)
as required by the California Energy Commission Decision for the above-named project.
(Signature of officer or agent)
Dated this day of, 20

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

#### **NOT APPLICABLE**

#### **EXHIBIT E**

# ATTACHMENT A [from MLA] AGREEMENT TO BE BOUND

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

The undersigned hereby certifies and agrees that:

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

DATED:	Name of Employer				
		(Authorized Officer & Title)			
		(Address)			



# **Commission Staff Report**

COMMISSION MEETING DATE: March 23, 2023

Michael DeBortoli

**SUBJECT:** Swaim Biological Incorporated – Five Year Multi-Task Professional Services Agreement for Biological Monitoring and Support Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**METHOD OF SELECTION:** 

AGENDA CATEGORY: Consent

FROM:

	Assistant General Manager		ger <i>N/A</i>	N/A			
Division:	Generation Services		lf other, please de	If other, please describe:			
Department:	Combustion Turb	oines					
IMPACTED N	MEMBERS:						
	All Members	$\boxtimes$	City of Lodi		City of Shasta Lake		
Alameda Municipal Power □			City of Lompoc		City of Ukiah		
San Francisco Bay Area Rapid Transit		City of Palo Alto		Plumas-Sierra REC			
	City of Biggs		City of Redding		Port of Oakland		
	City of Gridley		City of Roseville		Truckee Donner PUD		
City	y of Healdsburg		City of Santa Clara		Other		
			If other, please specify				

#### **RECOMMENDATION:**

Approve Resolution 23-26 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Swaim Biological Incorporated for biological monitoring and 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.

#### BACKGROUND:

Various biological monitoring and support services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. The current agreement with CH2M Hill Engineers, our current vendor for these services, is expiring. CH2M is no longer offering these services and recommended Swaim Biological Incorporated. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with Stratus Environmental.

#### FISCAL IMPACT:

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

#### **SELECTION PROCESS:**

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

#### **ENVIRONMENTAL ANALYSIS:**

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

#### **COMMITTEE REVIEW:**

On March 1, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 6, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD General Manager

# Attachments (2):

- Resolution 23-26
- Multi-Task Professional Services Agreement with Swaim Biological Incorporated

SR: 135:23

#### **RESOLUTION 23-26**

## RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH SWAIM **BIOLOGICAL INCORPORATED**

(reference Staff Report 135:23)

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

WHEREAS, Swaim Biological Incorporated is a provider of these services; and

CHAIR

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Swaim Biological Incorporated to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

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

ASSISTANT SECRETARY

PASSED, ADOPTED and APPF on roll call:	ROVED this	_ day of	, 2023 by the	e following vote
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	Vote	Abstained	Absent	s tollowing vote
JERRY SERVENTI	AT	TEST: CARY	A. PADGETT	



# MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SWAIM BIOLOGICAL INCORPORATED

This Professional Services Agreement ("Agreement') is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Swaim Biological Incorporated, corporation with its office located at 4556 Contractors Place, Livermore, CA 94551 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_\_\_, 2023 ("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 <u>Term of Agreement.</u> The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
  - 1.2 <u>Standard of Performance.</u> 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 <u>Assignment of Personnel.</u> 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 <u>Services Provided.</u> 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, 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.

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

- **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.
- **Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.
- <u>Section 3.</u> <u>FACILITIES AND EQUIPMENT.</u> 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.
- <u>Section 4.</u> <u>INSURANCE REQUIREMENTS.</u> 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 <u>Workers' Compensation.</u> 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 <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- **4.4.3** Higher Limits. If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.
- **4.4.4** Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific

- Agency member, SCPPA or Agency member for which the Services are to be performed.
- 4.4.5 <u>Waiver of Subrogation.</u> 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.
- 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.

- Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

#### Section 6. STATUS OF CONSULTANT.

6.1 <u>Independent Contractor.</u> 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 <u>Consultant Not Agent.</u> 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.
- Assignment and Subcontracting. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the

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

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

# Section 7. LEGAL REQUIREMENTS.

- **7.1** Governing Law. The laws of the State of California shall govern this Agreement.
- **7.2** Compliance with Applicable Laws. Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 <u>Licenses and Permits.</u> 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** <u>Termination.</u> Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

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

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

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

## Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records. Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

- 9.4 Confidential Information and Disclosure.
  - 9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
  - 9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
  - 9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:
    - **9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
    - **9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
    - **9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
  - **9.4.4** Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

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

# Section 10. MISCELLANEOUS PROVISIONS.

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

Swaim Biological Incorporated Attention: Karen Swaim 4435 First Street PMB #312 Livermore. CA 94551

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

- **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.
- 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.
- 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 <u>Controlling Provisions.</u> 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 <u>Construction of Agreement.</u> Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY	SWAIM BIOLOGICAL INCORPORATED				
Date	Date				
RANDY S. HOWARD, General Manager	KAREN E. SWAIM, President				
Attest:					
Assistant Secretary of the Commission					
Approved as to Form:					
Jane E. Luckhardt, General Counsel					

#### **EXHIBIT A**

#### **SCOPE OF SERVICES**

Swaim Biological Incorporated ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, NCPA Members, SCPPA, or SCPPA Members, including:

- Environmental and geological consulting;
- On-call biological compliance support;
- On-call biological monitoring;
- Regulatory compliance support:
- Sampling and analysis;
- · Data review and evaluation; and
- Other miscellaneous consulting as requested.

#### **EXHIBIT B**

# **COMPENSATION SCHEDULE AND HOURLY FEES**

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

Swaim Biological, Inc. (SBI) Jan 1-Dec 31, 2023 - Hourly Rates- Consulting

Title	Hourly Rate		
Principal	\$170- \$210		
Program Manager	\$155-\$165		
Principal Regulatory Specialist	\$145-\$160		
Project Manager	\$145-\$160		
Assistant Project Manager	\$125-\$140		
Biologist III	\$120-\$140		
Biologist II	\$105-\$120		
Biologist I	\$90-\$100		
Field Scientist II	\$80-\$90		
Fleld Scientist I	\$70- \$85		

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

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

# **EXHIBIT C**

# **CERTIFICATION**

# **Affidavit of Compliance for Contractors**

l,
(Name of person signing affidavit)(Title)
do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of
Swaim Biological Incorporated
(Company name)
for contract work at:
LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)
have been conducted as required by the California Energy Commission Decision for the above-named project.
(Signature of officer or agent)
Dated thisday of, 20
THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



# Commission Staff Report

COMMISSION MEETING DATE: March 23, 2023

Michael DeBortoli

**SUBJECT:** Control Components, Inc. – First Amendment to Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies for Valve and Vent Maintenance Services and Parts; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**METHOD OF SELECTION:** 

AGENDA CATEGORY: Consent

FROM:

	Assistant General Manager N/A						
Division:	Generation Services		If other, please describe:				
Department:	Combustion Turb	oines					
IMPACTED N	MEMBERS:						
	All Members	$\boxtimes$		City of Lodi		City of Shasta Lake	
Alameda Municipal Power			Ci	ty of Lompoc		City of Ukiah	
San Frar	ncisco Bay Area Rapid Transit		City	y of Palo Alto		Plumas-Sierra REC	
	City of Biggs		Cit	ty of Redding		Port of Oakland	
	City of Gridley		City	of Roseville		Truckee Donner PUD	
Cit	y of Healdsburg		City o	f Santa Clara		Other	
			If othe	er, please specify			

SR: 136:23

#### **RECOMMENDATION:**

Approve Resolution 23-27 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance services and parts, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to IMI Critical Engineering LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

#### BACKGROUND:

Valve and vent maintenance services and parts are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. effective January 26, 2022, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Effective January 1, 2023, Control Components, Inc. changed their name to IMI Critical Engineering LLC. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies accepting assignment to IMI Critical Engineering LLC.

#### **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will remain unchanged at not-to-exceed \$1,000,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

#### **SELECTION PROCESS:**

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has two agreements pending for similar services with Carter Process Control and Millennium Power. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

#### **ENVIRONMENTAL ANALYSIS:**

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.

SR: 136:23

#### **COMMITTEE REVIEW:**

On March 1, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 6, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD General Manager

#### Attachments (3):

- Resolution 23-27
- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc.
- First Amendment to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. Accepting Assignment to IMI Critical Engineering LLC

#### **RESOLUTION 23-27**

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND
SUPPLIES WITH CONTROL COMPONENTS, INC. ACCEPTING ASSIGNMENT TO IMI
CRITICAL ENGINEERING LLC

#### (reference Staff Report #136:23)

WHEREAS, Northern California Power Agency (NCPA) and Control Components, Inc. entered into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies effective January 26, 2022, for Control Components, Inc. to provide valve and vent maintenance services and parts, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, effective January 1, 2023, Control Components, Inc. changed their name to IMI Critical Engineering LLC; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies accepting assignment to IMI Critical Engineering LLC; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc., with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to IMI Critical Engineering LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

	PASSED, ADOPTED and APPROVED this day of		_ day of	, 2023 by the following vote	
on roll ca		Vote	Abstained	Absent	Te following vote

ATTEST:

ASSISTANT SECRETARY

JERRY SERVENTI

**CHAIR** 



#### **MULTI-TASK**

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

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

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

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

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

## 2.1 Invoices.

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

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

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

All invoices shall be sent to:

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

- 2.2 Monthly Payment. Agency shall make payments, based on invoices received, for Work satisfactorily performed and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- **2.3** Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 <u>Authorization to Perform Work.</u> The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 <u>Timing for Submittal of Final Invoice.</u> Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.
- <u>Section 3.</u> <u>FACILITIES AND EQUIPMENT.</u> Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work. The site is responsible for providing and installing scaffolding and cranes if required.
- Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.
  - 4.1 <u>Workers' Compensation.</u> If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
  - 4.2 Commercial General and Automobile Liability Insurance.
    - 4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

- 4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- **4.2.3** General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance. Intentionally left blank.
- 4.4 Pollution Insurance. Intentionally left blank.
- 4.5 All Policies Requirements.
  - 4.5.1 <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.5, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
  - 4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any cancellation, or other material modification adverse to Agency of the policies referenced in Section 4, including, but not limited to, a reduction in scope, or amount below the scope, or amounts.
  - **4.5.3** Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
  - 4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1 and 4.5.5, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
  - **4.5.5** <u>Waiver of Subrogation.</u> Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

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

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

#### Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

#### Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

- subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 <u>Certification as to California Energy Commission.</u> If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 <u>Certification as to California Energy Commission Regarding Hazardous</u>

  <u>Materials Transport Vendors.</u> If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- Maintenance Labor Agreement. If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

#### Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

#### Section 8. TERMINATION AND MODIFICATION.

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

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

minimize such costs upon termination. In no event shall the compensation of Contractor provided for in this Section exceed the cost of the applicable Purchase Order(s). All cost claimed must be documented by including, but not limited to, contracts, timesheets, purchase orders, etc. Agency, however, may condition payment of the compensation provided for in this Section upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

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

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

- expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.
  - 9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
  - 9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
  - 9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

- 9.4.3.1 Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
- **9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
- **9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

#### Section 10. PROJECT SITE.

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

Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

#### Section 11. WARRANTY.

11.1 Nature of Work. In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work for services shall be free from defects in design and workmanship, for a period of one hundred and eighty (180) days and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

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

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

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

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

- 11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or one hundred and eighty (180) days following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. In the event of a defect, Agency shall provide clear access to the Work at the installation site (including scaffolding); and any information available to support detecting the cause of the defect; provided, however, that Contractor shall be responsible for any cost related to uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform its warranty obligations.
- 11.3 <u>Assignment of Warranties.</u> Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.
- Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.
  - 12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
  - 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

#### Section 13 MISCELLANEOUS PROVISIONS.

**Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 **Professional Seal.** Not applicable.
- 13.10 <u>Integration; Incorporation.</u> This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 <u>Alternative Dispute Resolution</u>. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
  - 13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

- The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
- 13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 <u>Counterparts.</u> This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.
- 13.16 <u>Limitation of Liability.</u> Notwithstanding any other clause in this Agreement to the contrary, and except in the case of Contractor's gross negligence and/or willful misconduct and claims for personal injury including death, violation of laws or intellectual property infringement, Contractor's maximum aggregate liability for any and all other damages and losses shall not exceed the value of this Agreement as specified in Section 2.

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

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

Date //26/2022

RANDY S. HOWARD,
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

CONTROL COMPONENTS, INC.

Date\_

ABHIJIT RAO, Chief Financial Officer

#### **EXHIBIT A**

#### **SCOPE OF WORK**

Control Components, Inc. ("Contractor") shall provide valve and vent maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

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

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

#### **EXHIBIT B**

#### **COMPENSATION SCHEDULE AND HOURLY FEES**

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

# North America - USA & Canada Field Service Rate Sheet

2022



Standard weekly working days (Monday-Triday) Standard working touss (Monday-Triday 8:00AK to 5:00PM)

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12/3/12022

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Saturday, Sunday & Holidays (Max 12/15)	Per Hour	esp	金がか	744	MIN
Labor Rate - Technician					
Monday - Friday*	Per Hour	CSD	E 05.50	\$287	\$382
Saturday*	The House	dsp	\$287	\$382	\$362
Sunday ill Holidays*	Par Hour	USD	\$382	\$362	\$382
Labor Rate - Supervisor					
Monday - Friday"	THE HOLD	Cisp	代皇	\$311	3415
Surjuday*	TOP HOUT	CSD	\$335	\$416 6	\$415
Sunday & Holidays*	THE PLOUS	Cen	常品	<b>14:55</b>	\$4.15
Labor Rate - Valve Doctor					
Monday - Friday	Pas Hour	USD	\$229	\$329	8437
Saturday*	The Total	CS	\$328	\$437	\$437
Sunday & Holidays"	Per Hour	USD	\$437	\$437	\$437
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Billable Expense Daly Mail expense Fragilitation (e.g. tari) Fragilitation (Micro Vehidee	Off-Size Standby Ymse: Mours during the Technician's shift when the Technician is ready and able to work but is released from the side before all or any of the shift is completed. During this off-site standby time, the Technician will remain on call for the remainder of the shift and be ready to return to the site if requested by the Customer.	Stated by Rates. (Shift is abirimum of 8 Hours)  Om-Sine Standby Fines: House during the Technician's shift when the Fechnician is not released from the oite and is reach Om-Sine Standby Fines: House during the Technician's shift when the Fechnician is not released from the oite and is reach and also to work dut its unable to do as because Custamer ordered the delay, Custamer's not ready fe.g., also not reach; other responsibilities of Custamer not completed, etc.j., or other natures beyond the Custamer's control such as resulter.	Special Partes Ste Reduction Value (Limited to thes.) Detailed Value Report
\$80 per day Actual Cost \$8.54 Per Mile	echnician is ready and able to work that is released to standby time, the Technician will remain on call at by the Gustomer.	udation is not released from the site and is ready when, Customer is not ready te.g., site not ready, reyand the Customer's control such as weather.	Per Day Per Vann
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Miscellaneous Charges/Payment information/Annuat Rate facrease
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Unless elbendes agreed in the Pushbase Ordar or content, involves for payment are due 30 days from receipt of involve. Customer shall content fill CCI on or before the issue

due date if these

Rates are subject to a yearly increase not to exceed 4%. Increases are based on non rous factors including the U.S. Dept. of Labor's Bureau of Labo

2022 HMI CCI Observed Holidays
Holidays applicable for "Holiday sale": New Years Day, Nemotal Day, Insections Day, Labor Day, Tranksgiving Day, Day After Thanksgiving, Winter Holiday (December 24th, 25th), New Years Sale

irgent call surcharge (on site antess than 48 fours) are subject to 15% mark up on all fabor charges.

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

adherence with fahor statutes, IMECCI reserves the right to rotate personnel during the course of the calendar month

Multi-Task General Services Agreement and Equipment, Materials & Supplies between Northern California Power Agency and Control Components, Inc. Rev'd 7/9/19

#### Field Service Rental Rates - 2022 North America



Walled santil SCHOOL STREET

12/31/2022

Type	Daily rate	Mobilization
		\$1,500
Gang Sox	\$360	\$2,500
		\$1,000
FSAR Semi-Trailer	\$1,000	\$2,500
Seat Cutting	\$400	\$1,750
Field Machining	\$500	\$2,000
BTG Seat Grinding	\$200	\$500
VLN Repair	3200	\$500
	1930 ASOS New torque values FSSR Semi-Trailer  Seat Cutting Field Machining BTG Seat Grinding	#830 ASOD Nim torque values \$400 FSBR Semi-Trailler \$1,000  Seat Cutting \$400 Fleid Machining \$500 BTG Seat Grinding \$200

General terms for rental of equipment

Duration will be calculated from the day the equipment in first used for the specified job and until it returns to OCI custody.

Will be applied from the 1st day onwards.

#### Mobilization/Shipmont

Shipment to/from site will be arranged by IMI CCI for routine >4 days transit time. Any freight <4 days will be involved additionally by one).

Consumables
Consumables used during service of the device (i.e. outliers etc.) will be involved based on actuals used:

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

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

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

#### **EXHIBIT C**

#### **CERTIFICATION**

#### **Affidavit of Compliance for Contractors**

ABHIJIT RAO
(Name of person signing affidavit)(Title)
do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of
Control Components, Inc.
(Company name)
for contract work at
(Project name and location)  have been conducted as required by the California Energy Commission Decision for the above-named project.  (Signature of officer or agent)
Dated this day of day of, 20 22.
THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY

THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

#### **NOT APPLICABLE**

#### **EXHIBIT D**

#### **CERTIFICATION**

#### **Affidavit of Compliance for Hazardous Materials Transport Vendors**

l,
(Name of person signing affidavit)(Title)
do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time time,
(Company name)
for hazardous materials delivery to:
LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)
as required by the California Energy Commission Decision for the above-named project.
(Signature of officer or agent)
Dated this day of, 20
THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

### NOT APPLICABLE EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED:	Name of Employer
	MANUFACTURE SECRETARIA DE CONTROL
	(Authorized Officer & Title)
	(Address)



# FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CONTROL COMPONENTS, INC. ACCEPTING ASSIGNMENT TO IMI CRITICAL ENGINEERING LLC

This First Amendment ("Amendment") to the Mu	ulti-Task General Services Agreement and
Agreement for Purchase of Equipment, Materia	ls and Supplies is entered into by and between the
Northern California Power Agency ("Agency") a	nd IMI Critical Engineering LLC ("Contractor")
(collectively referred to as "the Parties") as of _	, 2023.

WHEREAS, the Agency and Control Components, Inc. entered into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies dated effective January 26, 2022, (the "Agreement") for Contractor to provide valve and vent maintenance services and parts for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, effective January 1, 2023, Control Components, Inc. has changed their name to IMI Critical Engineering LLC; and the Parties now desire to assign the Agreement to IMI Critical Engineering LLC; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Agency now desires to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Control Components, Inc. agree to the assignment of the Agreement to IMI Critical Engineering LLC; 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. **As of the Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

"This agreement for general services and purchase of equipment, materials and supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-

6420 ("Agency") and IMI Critical Engineering LLC, a Limited Liability Company, with its office located at 22591 Avenida Empresa, Rancho Santa Margarita, CA 92688 ("Contractor") (together sometimes referred to as the "Parties") as of January 26, 2022 ("Effective Date") in Roseville, California."

- 2. Section 13.8 Notices is replaced in its entirety as follows:
  - **13.8 Notices.** Any written notice to Contractor shall be sent to:

IMI Critical Engineering LLC Attn: Larry Morrison 22591 Avenida Empresa Rancho Santa Margarita, CA 92688

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

- 3. **Exhibit A SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
- Exhibit C CERTIFICATION Affidavit of Compliance for Contractors is amended to include IMI Critical Engineering LLC and shall be executed as set forth in the attached Exhibit C.
- 5. Agency hereby approves the name change of the Agreement from Control Components, Inc. to IMI Critical Engineering LLC, Contractor.
- 6. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

#### // SIGNATURES ON NEXT PAGE //

Date:	Date:
NORTHERN CALIFORNIA POWER AGENCY	IMI CRITICAL ENGINEERING LLC
RANDY S. HOWARD, General Manager	MONA BLEW, Director of Contract Management
	Date:
Attest:	CONTROL COMPONENTS, INC.
Assistant Secretary of the Commission	ABHIJIT RAO, Chief Financial Officer
Approved as to Form:	
Jane E. Luckhardt, General Counsel	

#### **EXHIBIT A**

#### SCOPE OF WORK

IMI Critical Engineering LLC ("Contractor") shall provide valve and vent maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

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

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

#### **EXHIBIT C**

#### **CERTIFICATION**

#### **Affidavit of Compliance for Contractors**

I,			
	(Name of person signi	ing affidavit)(Title)	
do hereby certify that backgrand employment history of al	_	ascertain the accuracy of the identity	
	IMI CRITICAL ENG	INEERING LLC	
	(Company	name)	
for contract work at:			
LODI ENERGY (	<u> CENTER, 12745 N. TH</u>	IORNTON ROAD, LODI, CA 95242	
	(Project name a	and location)	
have been conducted as req above-named project.	uired by the California I	Energy Commission Decision for the	
	(Signature of offi	icer or agent)	
Dated this	day of	, 20	
PLAN AND SHALL BE RETA	AINED AT ALL TIMES	PPENDED TO THE PROJECT SECURITY AT THE PROJECT SITE FOR REVIEW BY	



# NCPA Proposed Budget

Fiscal Year 2023-2024

Monty Hanks Commission March 2023



## **Budget Process & Timeline**

Commission Direction Receive Commission Direction in October

Staff Preparation November/December

Member Reviews Meetings

- Facilities Committee (February, March, April)
- Lodi Energy Center Participants Committee (February, March, April)
- Legislative and Regulatory Committee (February)
- Utility Directors (March 10<sup>th</sup>)
- Commission Preview (today)

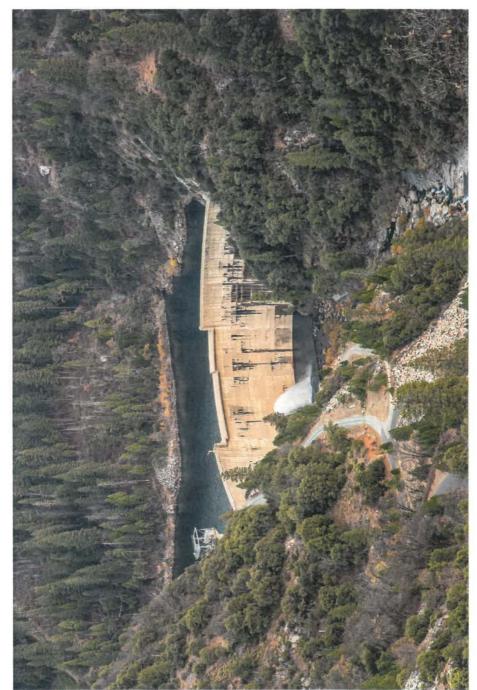
Commission Approval • April 27, 2023



# Generation Resources



# Hydro





# HYDRO - FY24 Proposed Budget

	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase /	%
	Budget	Budget	(Decrease)	Change
O&M and Other Costs	45,528,263	45,439,607	(88,656)	-0.19%
Labor	5,715,780	5,768,950	53,170	0.93%
Projects	4,270,000	6,444,800	2,174,800	50.93%
Annual Budget Cost	55,514,043	57,653,357	2,139,314	3.85%
Less: Revenues	23,555,730	52,621,502	29,065,772	123.39%
Net Cost to Participants	31,958,313	5,031,855	(26,926,458)	-84.25%
Net Annual Generation (MWh) Est. Avg Price	263,357 \$84	412,142 \$116	148,785	56.50% 37.96%



# HYDRO - FY24 Proposed Budget - O&M Projects

0 & M Projects	\$1,726,000
CV Stormwater Mitigation	200,000
CV Cooling Water Pumps	55,000
CV Transformer Maintenance	200,000
CV Low Voltage switchgear	140,000
CV SF6 Breaker Maint	55,000
CV Sump Oily Water Separator	390,000
Spicer 125vdc Battery	55,000
Lake Alpine Dam Maintenance	90,000
McKays Point Gallery Water Handling	150,000
McKays 17Kv fire mitigation for overhead line	80,000
McKays Landslide Monitoring	91,000
Union Dam Maintenance	220,000





# HYDRO - FY24 Proposed Budget - Projects Cont'd

General & Plant	\$143,800
Vehicle Replacement	133,800
Microwave Radio Replacement	10,000
Capital Development Reserve	\$4,575,000
Reserve Funding	4,575,000
Use of Capital Development Reserve Collections	(\$750,000)
McKays Reservoir & Dam Betterment	(600,000)
FERC Relicensing	(150,000)
Estimated FY24 Capital Dev Reserve Ending Balance	\$32,404,250



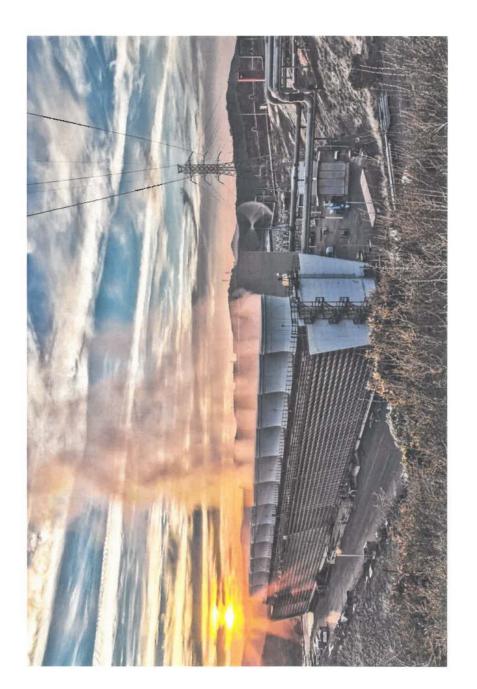


## HYDRO - Capital Development Reserve Forecast

		Proposed		Forecast		Forecast		Forecast	
	FY 2024		FY 2025		FY 2026			FY 2027	
RESERVE FUNDING REQUIREMENTS									
McKay's Reservoir & Dam Betterment (Clean Out)	\$	4,300,000	\$	22,700,000	\$	11,500,000	\$	-	
Generator Rewind		-		-		-		-	
FERC Relicensing		150,000		500,000		8,000,000		12,000,000	
Beaver Creek Dredging *	1	125,000		125,000		125,000		125,000	
Total Reserve Funding Requirements		4,575,000		23,325,000		19,625,000		12,125,000	
RESERVE DISBURSEMENTS									
McKay's Reservoir & Dam Betterment (Clean Out)		(600,000)		(32,500,000)		(22,000,000)		(11,500,000)	
Generator Rewind		-		-		-		-	
FERC Relicensing		(150,000)		(500,000)		(8,000,000)		(12,000,000)	
Beaver Creek Dredging				(550,000)				-	
Total Reserve Disbursements		(750,000)		(33,550,000)		(30,000,000)		(23,500,000)	
Estimated Capital Development Reserve Net Ending Balar	nc \$	32,404,250	\$	22,179,250	\$	11,804,250	\$	429,250	

# NCPA

# Geo





## GEO – FY24 *Proposed* Budget

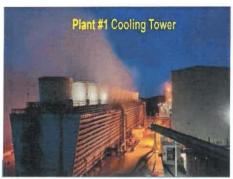
	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase /	%
	Budget	Budget	(Decrease)	Change
O&M and Other Costs	22,810,121	24,683,751	1,873,630	8.21%
Labor	11,422,362	11,638,349	215,987	1.89%
Projects	7,400,500	11,632,395	4,231,895	57.18%
Annual Budget Cost	41,632,983	47,954,495	6,321,512	15.18%
Less: Revenues	43,284,068	66,645,540	23,361,472	53.97%
Net Cost to Participants	(1,651,085)	(18,691,045)	(17,039,960)	1032.05%
Net Annual Generation (MWh)	671,717 \$63	732,872	61,155	9.10%
Est. Avg Price	<b>\$03</b>	\$90		42.31%



## GEO - FY24 Proposed Budget - O&M Projects

O & M Projects	\$5,486,770
Plant, Yard & Road Repairs	318,270
SEGEP Surge Tank Replacements	600,000
Plant #1 Intertie Switch	1,788,500
Plant #1 New Cooling Towers - Construction	1,500,000
Plant #1 & #2 Insurance Risk Mitigation	100,000
Unit 4 Cooling Tower (H-Frame, Hubs, and Blades)	800,000
U4 GSUT Major Overhaul	80,000
Plant 2 - 480V MCC Replacement	100,000
C, H, F, A Condensate Tank Replacements	100,000
Plant 1 & 2 - Oil Drum Containment Replacements	100,000











## GEO - FY24 Proposed Budget - Projects Cont'd

1	
Capital Projects	\$2,165,225
Plant #2 Fire System Modernization	1,600,000
Plant #2 Diesel Tank	300,000
Vehicle Replacements	265,225
Maintenance Reserve	\$3,380,400
Reserve Funding	3,380,400
Use of Maintenance Reserve Collections	(\$150,000)
Contingent Maintenance	(150,000)
Estimated FY24 Geo Maintenance Reserve Ending Balance	\$3,234,864









### GEO Maintenance Reserve - Forecast

	Beginning				
Funding/(Expenditures)	Balance	2024	2025	2026	2027
Reserve Activity					
Unit One Overhaul				(4,250,000)	
Unit Two Overhaul				(4,250,000)	
Unit Four Overhaul					
Well Replacement /Workover			(2,500,000)		(4,000,000)
Balance of Plant Work					
Plant 1 & 2 Emergency Eyewash Stations					
Plant 2 Cooling Tower Basin Clean Out					
Contingent maintenance		(150,000)			
Projected Requirements		(150,000)	(2,500,000)	(8,500,000)	(4,000,000)
Annual Funding Req*		3,380,400	3,650,832	4,114,304	4,443,448
Balance	1 161				
	4,464	3,234,864	4,385,696	(0)	443,447
Minimum Emergency Contingency Balance	\$ 2,250,000	2,250,000	2,250,000	2,250,000	2,250,000

## **M**NCPA

## CT1





## CT1 – FY24 Proposed Budget

	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase /	%
	Budget	Budget	(Decrease)	Change
O&M and Other Costs	3,535,328	4,610,078	1,074,750	30.40%
Labor	1,266,243	1,296,254	30,011	2.37%
Projects	800,000	1,048,600	248,600	31.08%
Annual Budget Cost	5,601,571	6,954,932	1,353,361	24.16%
Less: Revenues	3,108,378	4,607,168	1,498,790	48.22%
Net Cost to Participants	2,493,193	2,347,764	(145,429)	-5.83%
Net Annual Generation (MWh) Est. Avg Price	11,515 \$265	14,872 \$306	3,357	29.15% 15.43%



## CT1 - FY24 Proposed Budget - Projects

O & M Projects	\$343,600
Switchyard Relay Upgrades	275,000
Plant and Preservation	65,000
Gas Plants Shared Projects	3,600
Capital Projects	\$0
N/A	0
Maintenance Reserve	\$675,000
Reserve Funding	675,000
Use of Maintenance Reserve Collections	(\$675,466)
CT1 - Alameda	(163,097)
Balance of Plant	(512,369)
Estimated FY24 CT1 Maintenance Reserve Ending Balance	\$2,943,187



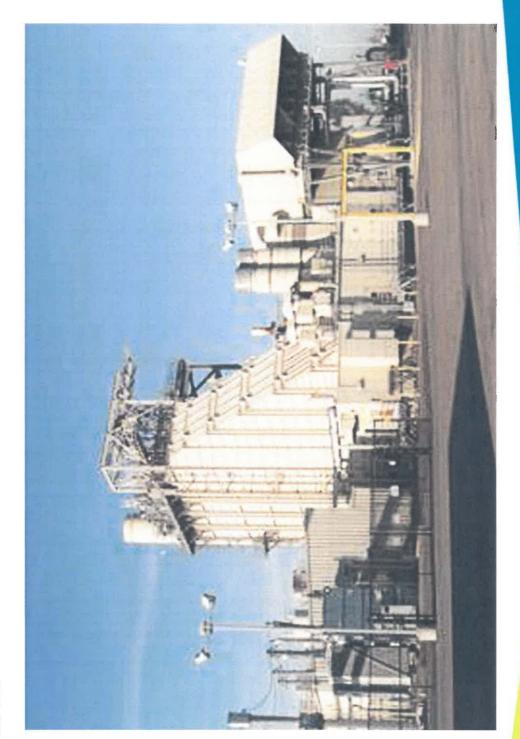




### CT1 Maintenance Reserve - Forecast

	Beginning				
Funding/(Expenditures)	Balance	2024	2025	2026	2027
Beginning Reserve Balance		2,780,456	-	-	-
Combustion Turbine Lodi		-	(167,990)	-	(52,167)
Combustion Turbine ALA1		(163,097)	-	-	-
Combustion Turbine ALA2		-	-	-	(178,220)
Generators		-	-	-	(122,987)
Balance of Plant		(349,173)	(477,782)	(320,867)	(756,605)
Projected Requirements	-	(512,269)	(645,771)	(320,867)	(1,109,980)
Funding Requirement	_	675,000	729,000	787,320	850,306
Cumulative Balance	\$ -	\$ 2,943,187	\$ 3,026,415	3,492,868 \$	3,233,194

# CT2





## CT2 – FY24 Proposed Budget

	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase /	%
	Budget	Budget	(Decrease)	Change
O&M and Other Costs	9,218,994	7,867,941	(1,351,053)	-14.66%
Labor	922,279	926,967	4,688	0.51%
Projects	220,000	394,939	174,939	79.52%
Annual Budget Cost	10,361,273	9,189,847	(1,171,426)	-11.31%
Less: Revenues	6,572,089	3,991,702	(2,580,387)	-39.26%
Net Cost to Participants	3,789,184	5,198,145	1,408,961	37.18%
Net Annual Generation (MWh) Est. Avg Price	25,958 \$167	9,663 \$293	(16,295)	-62.77% 75.40%



## CT2 - FY24 Proposed Budget - Projects

O & M Projects	\$394,939
Repowering Study	200,000
Water Plant Service	120,000
STIG 480V MCC Breaker Maintenance	35,000
Decommissing Study	30,000
Gas Plants Shared	9,939
Capital Projects	\$0
N/A	0
Maintenance Reserve	\$0
Reserve Funding	0
Estimated FY24 CT2 Maintenance Reserve Ending Balance	\$617,280

## NCPA

# LEC





## LEC - FY24 Proposed Budget

	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase /	%
	Budget	Budget	(Decrease)	Change
O&M and Other Costs	129,443,408	128,306,654	(1,136,754)	-0.88%
Labor	6,112,796	6,156,208	43,412	0.71%
Projects	3,631,362	3,933,592	302,230	8.32%
Annual Budget Cost	139,187,566	138,396,454	(791,112)	-0.57%
Less: Revenues	143,896,790	139,790,935	(4,105,855)	-2.85%
Net Cost to Participants	(4,709,224)	(1,394,481)	3,314,743	-70.39%
Net Annual Generation (MWh) Est. Avg Price	1,626,895 \$75	1,303,566 \$95	(323,329)	-19.87% 27.16%



## LEC - FY24 Proposed Budget - Projects

O & M Projects	\$1,719,529
Annual Maintenance Outage	1,073,068
Life Cycle Replacement	225,000
Risk Mitigation	150,000
Consulting / Grant Writing	75,000
Decommissioning Study	75,000
Service Water Piping	75,000
Gas Plants Shared	46,461
Capital Projects	\$45,000
Civil/Structural	45,000
Maintenance Reserve	\$2,169,063
Reserve Funding	2,169,063
Use of Maintenance Reserve Collections	(\$1,935,000)
Plant Projects	(1,825,000)
Generators	(70,000)
HRSG	(40,000)
Estimated FY24 LEC Maintenance Reserve Ending Balance	\$1,145,564

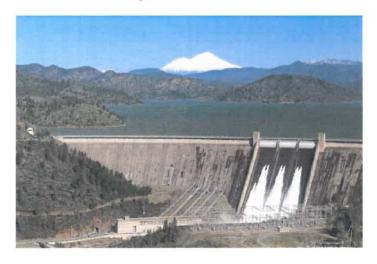


### LEC Maintenance Reserve - Forecast

Funding/(Expenditures)	2024	2025	2026	2027
LEC:				
Beginning Reserve Balance	\$ -	\$ -	\$ -	\$ -
Projected Reserve Expenditures -				
Combustion Turbine (Overhaul)	-	-	(2,693,188)	-
Steam Turbine	-	(20,000)	(125,000)	-
Generators	(70,000)	-	(100,000)	-
Plant Projects	(1,825,000)	(790,000)	(770,000)	(1,812,551)
HRSG	(40,000)	-	(515,000)	(560,031)
Total Projected Expenditures	(1,935,000)	(810,000)	(4,203,188)	(2,372,582)
Projected Reserve Funding -				
Maintenance Contingency	-	-	-	-
Unit Overhaul	882,808	926,948	973,295	1,021,960
Combustion Turbine (overhaul)	385,766	405,055	425,307	446,573
Steam Turbine	154,098	161,803	169,893	178,388
Generators	13,712	14,398	15,118	15,874
HRSG	329,231	345,692	362,977	381,126
Plant Projects	1,286,256	1,415,640	1,556,700	1,634,534
Total Projected Funding	2,169,063	2,342,588	2,529,995	2,656,495
Cumulative Balance	\$ 1,145,564	\$ 2,678,152	\$ 1,004,959	\$ 1,288,872



## Legislative & Regulatory











## Legislative & Regulatory - FY24 Proposed Budget

	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase /	%
	Budget	Budget	(Decrease)	Change
		000 644	45.044	4 540/
Legislative	977,573	992,614	15,041	1.54%
Regulatory	308,258	339,083	30,825	10.00%
Western	180,057	180,057	0	0.00%
Customer Programs	232,100	232,100	0	0.00%
<b>Total Operational Budget</b>	1,697,988	1,743,854	45,866	2.70%
Labor	1,892,647	1,975,001	82,354	4.35%
Other (A&G, Occupancy Costs)	693,373	731,543	38,170	5.50%
Less: Interest Income	15,348	15,348	0	0.00%
Net Cost to Participants	4,268,660	4,435,050	166,390	3.90%



## Power Management





## Power Management - FY24 Proposed Budget

	Approved FY 2023 Budget	Proposed FY 2024 Budget	Budget Increase/ (Decrease)	% Change
Power Management Operational Costs*	\$786,072	\$836,573	\$50,501	6.4%
Labor	8,962,798	9,141,656	178,858	2.0%
Other (A&G, Occupancy)	2,500,921	2,699,029	198,108	7.9%
Liquidation to Plants	(42,219)	(37,638)	4,581	-10.9%
Less: Interest Income	37,650	37,650	0	0.0%
Net Cost to Participants	\$12,169,922	\$12,601,970	\$432,048	3.6%

<sup>\*</sup>Pow er Management consists of Administration, Dispatch & Scheduling, Pooling & Portfolio Management, and Industry Restructuring



## Power Management - FY24 Proposed Budget cont'd

Net Cost to Participants	12,169,922	12,601,970	432,048	3.6%
Less: PM Service Revenue	2,513,425	2,591,866	78,441	3.1%

**Adjusted PM Cost** 

9,656,497

10,010,104

353,607

3.7%

#### PM revenue assumptions:

- ✓ San Jose Clean Energy \$751,804
- ✓ East Bay Community Energy \$708,964
- ✓ Placer County Water Agency \$469,674
- ✓ Merced Irrigation District \$452,280
- ✓ Sonoma Clean Power \$205,000
- ✓ Nevada Irrigation District \$4,144

#### \$15m in PM revenue

FY18 - \$863k

FY19 - \$2.3m

FY20 - \$2.3m

FY21 - \$2.3m

FY22 - \$2.4m

FY23 - \$2.5m

FY24 - \$2.6m



# Executive & Administrative Services



## Exec. & Admin Services - FY24 Proposed Budget

	FY2023	FY2024		
	<b>Approved</b>	Proposed	Increase / %	\$103k Ret. OPT /
	Budget	Budget	(Decrease) Change	Comp Study \$43k HQ/DRC facilities
				costs increase
Labor	11,289,085	11,515,000	225,915 1.96%	
Materials & Supplies	1,418,572	1,565,114	146,542 9.36%	\$39k plant legal \$38k actuarial, audit, and
Outside Services	1,563,725	1,641,600	77,875 4.74%	comp study
Insurance	2,203,412	2,378,804	175,392 7.37%	\$149k liability insurance, \$25k DRC2 property tax
Computer Hardware/Software	1,006,550	1,394,855	388,305 27.84%	The property of
Projects	405,000	195,000	(210,000) -107.69%	\$156k general metering services
Less: Third Party Revenue	17,500	17,500	0 0.00%	\$105k backup storage maintenance costs
Net Cost	17,868,844	18,672,873	<b>804,029</b> 4.31%	\$86k DW and Survalent licenses



# Staffing, Salaries & Benefits



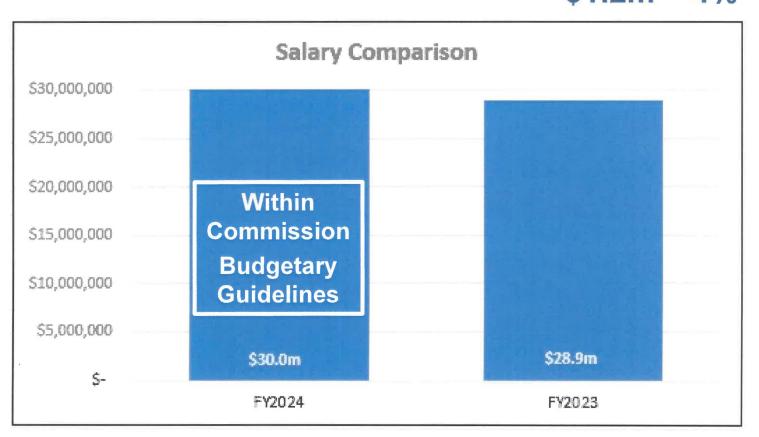
## Staffing - FY24 Proposed Budget

	FY2023	FY2024	
	<b>Approved</b>	Proposed	Increase /
	Budget	Budget	(Decrease)
FTEs	169	169	0
Casual	3	4	1.38



## Salaries - FY24 Proposed Budget

## Salaries Total Increase \$1.2m ~ 4%

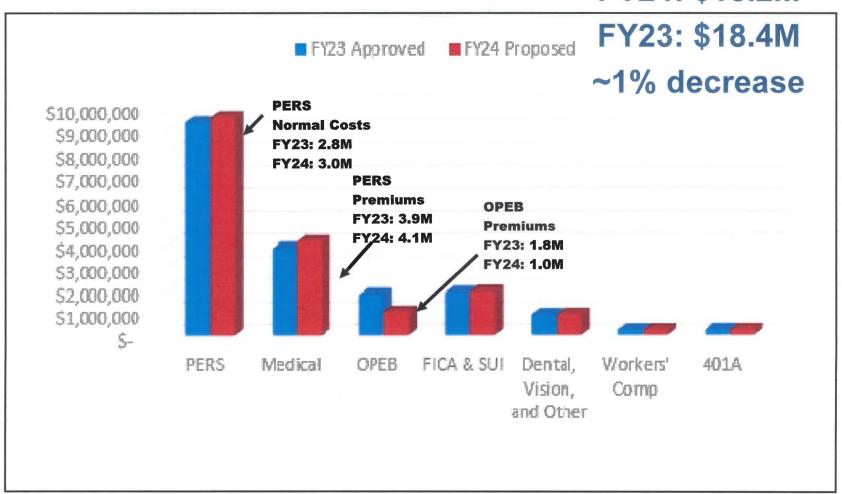




## Benefits - FY24 Proposed Budget

### **Benefits Total**

FY24: \$18.2M





## Next Steps-FY24 Proposed Budget

- Final budget adjustments / allocations
- Commission Approval (April 27<sup>th</sup>)

## FY2024 Proposed Budget on *NCPA Connect*



## FY2024 Budget Summary Overview

Questions?

FY 2024 Budget

