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Commission Minutes

To: NCPA Commission

From: Carrie Pollo, Assistant Secretary to the Commission

Subject: NCPA Commission Meeting – February 22, 2024

1. *Call Meeting to Order and Introductions*

Chair Jerry Serventi called the meeting to order at 9:40 am at 651 Commerce Drive, Roseville, CA. Introductions were made and roll call was taken. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the January 5, 2024 Special Commission Meeting, and the January 18, 2024 Regular Commission Meeting*

MOTION: A motion was made by Jenelle Osborne, and seconded by Pauline Roccucci to approve the minutes of the January 5, 2024 Special Commission Meeting and the January 18, 2024 Regular Commission Meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

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

PUBLIC FORUM

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

REPORTS AND COMMITTEE UPDATES

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

Randy Howard reported:

- Thanked everyone for attending today's meeting.
- Staff is evaluating next steps now that the IARP has been approved.
- The initial FY 2025 Budget has been reviewed by the Facilities Committee and LEC PPC. It was reviewed and approved at the L&R Committee meeting. Next it will be reviewed at the UD Retreat in March and will be an informational review at the Commission meeting in March.
- Continuing to work on wildfire mitigation. Spoke at the Western Electric Industry Leaders (WEIL) on Wildfire Risk Mitigation at San Diego Gas and Electric on February 2, 2024.
- NCPA has been working on a number of new grants for members.
- Continuing with the Western Pathways Initiative and working with the CAISO. Attending a meeting in Phoenix at Arizona Public Service offices on March 11, 2024.
- The DRC is over budget and will be brought to a later meeting for a budget amendment.
- Working with an APPA advisory committee to NERC on new standards regarding cold weather.

4. *Executive Committee*

Committee Chair Serventi reported the Executive Committee met this morning. At that meeting the Committee discussed today's Commission meeting Items 33 and 34 on the Discussion /Action portion of the agenda. A quorum of the Committee was established and the Committee was supportive of the above-mentioned items. The next Executive Committee meeting is scheduled March 28, 2024.

5. *Facilities Committee*

Power Management Assistant General Manager, Tony Zimmer, reported the Facilities Committee met on February 7, 2024. A quorum was established. At that meeting the Committee discussed today's Commission meeting Items 14, 15, 16, 19, 21, and 22 on the Consent Calendar and Items 23, 24, and 25 under Discussion/Action. The Committee was supportive on the above-mentioned items. The next Facilities Committee meeting is scheduled on March 6, 2024.

6. *Finance Committee*

Administrative Services Assistant General Manager, Monty Hanks reported that the Finance Committee met on February 13th and reviewed item 13 on the Consent Calendar and items 26 and 27 for Discussion/Action. The Committee recommended all three for acceptance and/or approval. The Committee also received a report on the current conditions of the financial markets. PFM stated the Fed held rates, as expected, at their January meeting and signaled that a March rate cut would be unlikely noting the Fed wants greater confidence that inflation is moving closer to 2%.

7. Legal Committee

General Counsel Jane Luckhardt reported the Legal Committee met on February 1, 2024. During the meeting the Committee discussed wildfire mitigation, the CT2 Hydrogen Project and the Grace Solar Project. No items on the Commission meeting agenda were discussed in this meeting.

8. Legislative & Regulatory Affairs Committee

The NCPA L&R Committee met yesterday and approved our FY25 annual budget for the L&R program. The goal of our budget deliberations is to ensure it supports our agency's strategic plan for the year. We also reviewed key policy developments at the state and federal levels and provided an expanded federal report to include a briefing for those representing NCPA at next week's APPA Legislative Rally.

Earlier this week, NCPA General Manager Randy Howard testified on behalf of NCPA before the Assembly Utilities and Energy Committee. The hearing was informational and included testimony from several energy agency officials and energy sector participants. It was an opportunity to frame our policy priorities for the committee which has expressed a strong interest in addressing affordability. Randy highlighted issues related to wildfire liability, permitting reform, the transition to hydrogen, the Pathways effort toward a regionalized electric market, and how the extension of Diablo Canyon is important to electricity ratepayers today. The questions asked by committee members demonstrated that they were very receptive to the topics discussed, and we look forward to continuing to build on this dialog with the new Assembly committee chair and her team which began with a formal briefing on Capitol Day.

The committee also considered and recommended for approval a contract for outside Washington DC representation with Kanner and Associates. In anticipation of the existing contract for these services expiring, NCPA issued a Request for Proposal, and has prepared the proposed contract that is on today's Commission agenda following that process.

Please note that online registration for our annual NCPA/NWPPA Federal Policy Conference is now open. This year's event will be held April 14-18 at the Marriott Courtyard Downtown/Convention Center, and we're looking forward to another great line-up of speakers as well as productive Hill and agency visits. Registration information for this event can be found on NCPA Connect, and will also be emailed out separately to our membership and included in our Weekly publication.

9. Members' Announcements & Meeting Reporting

No member updates were provided.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar. Item 18 was pulled from the Consent Calendar and changed to Discussion/Action. Redding, Roseville, and Santa Clara abstained from the items listed below.

MOTION: A motion was made by James Takehara, and seconded by James "Bo" Sheppard to approve the Consent Calendar consisting of Agenda Items 10 through 17, and 19 through 22. The motion carried by a majority of those Members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y	19 & 22	
Roseville	Y	19 & 20	
Santa Clara	Y	19	
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

10. NCPA's Financials for the Month Ended December 31, 2023 – approval by all Members.

11. Treasurer's Report for the Month Ended December 31, 2023 – accept by all Members.

12. Disposal of Northern California Power Agency Surplus Property – note and file the report by all Members for the disposal of the following: 2000 Expedition from Hydro.
Fiscal Impact: This report has not direct fiscal impact to the Agency.

13. Debt and Interest Rate Management Report Ending December 31, 2023 – accept by all members.

Fiscal Impact: There is no fiscal impact in accepting the Debt and Interest Rate Management Report for the period ending December 31, 2023. There were no material changes, and no defaults and the ratings remained the same on the rated projects.

14. Resolution 24-23, American Power Systems, LLC – Five Year Multi-Task General Services Agreement for Battery Testing Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Power Systems, LLC for battery testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

15. Resolution 24-24, KW Emerson, Inc. – Five Year Multi-Task General Services Agreement for General Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with KW Emerson, Inc. for general maintenance related 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.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

- 16. Resolution 24-25, Alliance Cooling Products and Construction, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Alliance Cooling Products and Construction, Inc. for maintenance services, including cooling tower structures and equipment, stretford systems, buildings, structures, fiberglass piping, and other miscellaneous maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$6,000,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$6,000,000 over the remainder of the contract term. This enabling agreement does not commit NCPA to any expenditure of funds.

- 17. Resolution 24-31, Frontier Energy, Inc.– First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members** – 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 (MTCSA) with Frontier Energy, 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 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 remain at \$1,000,000 for the amended contract term. This enabling agreement does not commit NCPA to any expenditure of funds.

- 18. Resolution 24-32, Kanner & Associates, LLC—One Year Multi-Task Consulting Services Agreement—with a right to renew up to additional two years—for Federal Legislative Consulting Services; Applicable to the following: Northern California Power Agency (NCPA)** – authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement and Option Agreement with Kanner and Associates, LLC consulting for federal legislative and regulatory consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 for a one-year agreement including a right to renew for up to two additional years, for use by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$300,000.00 for one year including the right to renew for up to two additional years. The fee for these federal legislative services will be paid as a \$25,000 monthly retainer, including approved travel expenses. There is no change to the cost of the retainer from the previous contract, and this retainer amount has remained the same since July 2011.

NCPA expenditures for these services are limited to the amount authorized for federal legislative advocacy by the NCPA Commission in the agency's annual budget.

- Item # 18 was pulled from the Consent Calendar for discussion and is listed first under the Discussion/Action Items

19. Resolution 24-28, Approval of Western Area Power Administration (WAPA) 2024 Renewable Energy Credit (REC) Program Letter of Agreement 24-SNR-03048 –

adopt resolution by all members authorizing the General Manager or his designee to execute the WAPA 2024 REC Program Letter of Agreement 24-SNR-03048, on behalf of NCPA, including any non-substantive modifications to the WAPA 2024 REC Program Letter of Agreement 24-SNR-03048 approved by NCPA's General Counsel.

Fiscal Impact: Costs associated with entering into the WAPA 2024 REC Program Letter of Agreement 24-SNR-03048 are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members. NCPA's administrative costs for development and administration of the agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

20. Amended Resolution 21-120, Execute Amended Confirmation Number 0236 for CLEAResult Consulting, Inc. Services to the City of Santa Clara/Silicon Valley Power and Issue a Corresponding Change Order to the Existing Purchase Order Under the Support Services Program for Services through December 17, 2025 –

adopt Amended Resolution 21-120 by all members authorizing the NCPA General Manager or his designee to execute Amended Confirmation Number 0236, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Change Order to the existing Purchase Order to CLEAResult Consulting, Inc. for electric vehicle charging infrastructure assistance, electrification education, and electrification assessment services through December 17, 2025.

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

21. Resolution 24-18, Approval of Northern California Power Agency's Casualty Insurance Program Renewal for March 2024 to March 2025 –

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, 2024, and ending March 1, 2025, at a not-to-exceed premium of \$2,500,000 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 \$2,500,000. This amount is already included in the Risk Management budget; no budget augmentation is required.

22. Resolution 24-20, Nexant Cost Allocation Model Update for Fiscal Year 2025 –

adopt resolution by all members approving the annual updates to the Nexant Model to allocate budgeted costs to members for Fiscal Year 2025.

Fiscal Impact: The annually updated Nexant determinants will result in a change to all members' allocated shares of Power Management costs in varying amounts. Table 1 of Appendix A provides indicative changes in allocated Nexant Power Management costs to members based on current Fiscal Year 2024 budget after applying updated Calendar Year 2023 determinants to the model.

DISCUSSION/ACTION ITEMS

18. Resolution 24-32, Kanner & Associates, LLC—One Year Multi-Task Consulting Services Agreement—with a right to renew up to additional two years—for Federal Legislative Consulting Services; Applicable to the following: Northern California Power Agency (NCPA) – authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement and Option Agreement with Kanner and Associates, LLC consulting for federal legislative and regulatory consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 for a one-year agreement including a right to renew for up to two additional years, for use by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$300,000.00 for one year including the right to renew for up to two additional years. The fee for these federal legislative services will be paid as a \$25,000 monthly retainer, including approved travel expenses. There is no change to the cost of the retainer from the previous contract, and this retainer amount has remained the same since July 2011. NCPA expenditures for these services are limited to the amount authorized for federal legislative advocacy by the NCPA Commission in the agency's annual budget.

Long time consultant Marty Kanner retired after the Strategic Issues Conference this year. Sam MacDonald has taken over Kanner and Associates, LLC. L&R did an RFP for federal and legislative and regulatory consulting services. Kanner and Associates, LLC was the only respondent. Currently this is a one-year agreement with an option to extend for three years. Both parties need to agree to the extension. This was discussed at the L&R Committee meeting yesterday and recommended for approval.

Motion: A motion was made by Jenelle Osborne and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-32 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement and Option Agreement with Kanner and Associates, LLC consulting for federal legislative and regulatory consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, for a one-year agreement including a right to execute one or consecutive one-year options to extend the Agreement, for a total maximum term of three years, which shall not exceed \$300,000 per year and \$900,000 over the total three year term, for use by NCPA. The motion carried by a majority of those members present on a roll call vote as follows:

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

23. Resolution 24-26, Lake Alpine Handrails and Walkway Replacement Project; Applicable to the following: Northern California Power Agency (NCPA)

Hydroelectric Project – adopt resolution by all members authorizing the Lake Alpine Handrail and Walkway Replacement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not-to-exceed amount of \$1,690,000, and authorizing \$235,000 from the approved FY24 budget and the remaining \$1,455,000 collected in the FY25 Hydroelectric budget. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

Fiscal Impact: The total cost of the Lake Alpine Handrail and Walkway Replacement Project is estimated to be \$1,690,000 which includes maintenance work, engineering and inspection services during the project, and contingency funds. This Project will be funded using \$235,000 of the available FY24 budget and the remaining \$1,455,000 collected in the FY25 Hydroelectric budget. A breakdown of project costs is included in the table below.

Funding	Amount
Maintenance P.O.	\$1,322,810
Engineering Services During Work (12%)	\$159,000
Contingency (14%)	\$208,190
Total	\$1,690,000

FEMA has indicated that this project is a candidate for reimbursement. NCPA staff provided the FEMA inspection team with an inspection tour of the site on September 18, 2023, and continues to work closely with FEMA providing responses to all of their requests for information. If any FEMA collections are received, they will be refunded during the final settlements for the fiscal year they were received.

Motion: A motion was made by Pauline Roccucci and seconded by James "Bo" Sheppard recommending the Commission adopt Resolution 24-26 authorizing the Lake Alpine Handrail and Walkway Replacement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not-to-exceed amount of \$1,690,000, and authorizing \$235,000 from the approved FY24 budget and the remaining \$1,455,000 collected in the FY25 Hydroelectric budget. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received. The motion carried by a majority of those members present on a roll call vote as follows:

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

24. Resolution 24-27, FERC 2409 Part 12 Independent Consultant Inspection (IC) Project – Applicable to the following: Northern California Power Agency (NCPA) Hydroelectric Project – adopt resolution by all members authorizing the FERC 2409 Part 12 Independent Consultant (IC) Inspection Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not-to-exceed amount of \$709,500, and authorizing \$70,950 from the approved FY24 budget and the remaining \$638,550 collected in the FY25 Hydroelectric budget.

Fiscal Impact: The total cost of the FERC 2409 Part 12 Independent Consultant (IC) Inspection Project is estimated to be \$709,500, which includes research, dam safety engineering, inspections, workshops, risk analyses, and reporting. In order to meet the FERC deadlines of April and June 2025, this Project will be funded using \$70,950 of available resources in the FY24 budget and the remaining \$638,550 collected in the FY25 Hydroelectric budget. FERC issued new regulations to NCPA on November 11, 2023, and provided clarifying review schedule timelines during a mandatory pre-bid FERC-Licensee conference call on January 11, 2024 which necessitates the issuance of a FERC Part 12 IC inspection contract in early March 2024 in order to maintain FERC regulatory compliance. A breakdown of project costs is included in the table below.

Funding	Amount
Part 12 (IC) Contract Estimate	\$645,000
Contingency (10%)	\$64,500
Total	\$709,500

Motion: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-27 authorizing the FERC 2409 Part 12 Independent Consultant (IC) Inspection Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not-to-exceed amount of \$709,500, and authorizing \$70,950 from the approved FY24 budget and the

remaining \$638,550 collected in the FY25 Hydroelectric budget. The motion carried by a majority of those members present on a roll call vote as follows:

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

25. Amended Resolution 21-109, Fourth Amendment to Resolution 21-109 NCPA Geothermal Plant 2, Unit 4 Overhaul Project; Applicable to the following: NCPA Geothermal Facility – adopt resolution by all members approving the Fourth

Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project increasing the total not-to-exceed amount of this project from \$7,400,000 to \$7,591,623 for settlement of the final invoice to close out the project.

Fiscal Impact: Throughout this project, a number of change orders to the agreement with RTS were executed, resulting in an updated total project cost of \$7,312,440.43. The proposed Fourth Amendment to Resolution 21-109 would increase the not to exceed amount by \$191,623, for an updated total project authorization of \$7,591,623. This additional work will be funded from the cancelled Intertie Switch Project, which was budgeted at \$1,750,000. Of that, \$990,725 was previously authorized for additional turbine related work related to this project. There remain sufficient funds from this project to cover the remaining costs of the work.

Motion: A motion was made by Sudhanshu Jain and seconded by James “Bo” Sheppard recommending the Commission adopt Amended Resolution 21-109 approving Fourth Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project increasing the total not-to-exceed amount of this project from \$7,400,000 to \$7,591,623 for settlement of the final invoice to close out the project. The motion carried by a majority of those members present on a roll call vote as follows:

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

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

- 26. Resolution 24-19, Appointment to the NCPA Finance Committee** – adopt resolution by all members appointing Teri Alderson, acting Assistant General Manager of Administration for Alameda Municipal Power, as a member of the Finance Committee. **Fiscal Impact:** There is no fiscal impact in appointing Teri Alderson as a member of the Finance Committee.

Motion: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-19 appointing Teri Alderson, acting Assistant General Manager of Administration for Alameda Municipal Power, as a member of the Finance Committee. The motion carried by a majority of those members present on a roll call vote as follows:

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

- 27. Resolution 24-22, Approval to Explore the Merits and Risks of an Energy Prepayment Transaction** – adopt resolution by all members authorizing the General Manager to direct staff to explore the merits and risks of a prepayment bond transaction regarding the Geysers Power Purchase Agreement. Staff will return to the Commission with a recommendation to continue moving forward or to discontinue this effort. **Fiscal Impact:** Rates as of October 2023 showed an estimated savings (or discount) of ~\$6/MWh from the contract price, equivalent to ~\$60 million in retail ratepayer savings over the 12-year term of the PPA. This is net of all cost of issuance expenses. Please note that a higher interest rate environment helps provide higher savings.

Motion: A motion was made by Sudhanshu Jain and seconded by Vicki Veenker recommending the Commission adopt Resolution 24-22 authorizing the General Manager to direct staff to explore the merits and risks of a prepayment bond transaction regarding the Geysers Power Purchase Agreement. Staff will return to the Commission with a recommendation to continue moving forward or to discontinue this effort. The motion carried by a majority of those members present on a roll call vote as follows:

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

28. Resolution 24-21, Approval of Revisions to NCPA's Energy Risk Management

Regulations – adopt resolution by all members approving revised Energy Risk Management Regulations.

Fiscal Impact: There is no fiscal impact to approving the revisions to NCPA's Energy Risk Management Regulations.

Motion: A motion was made by Jenelle Osborne and seconded by Sudhanshu Jain recommending the Commission adopt Resolution 24-21 approving revised Energy Risk Management Regulations. The motion carried by a majority of those members present on a roll call vote as follows:

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

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

CLOSED SESSION ITEMS

Chair Serventi asked General Counsel to move the Commission into Closed Session at 11:47 am to discuss Closed Session items 31 and 32. General Counsel Jane Luckhardt took the Commission into Closed Session. Randy Howard and Jane Luckhardt left the meeting.

29. CONFERENCE WITH LEGAL COUNSEL – pursuant to Government Code Section 54956.9(d)(1) – Existing Litigation regarding the following cases:

FERC Dockets: Rate Cases:

FERC TO18:

- *Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. ER16-2320
- *Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. EL18-108

FERC TO19:

- *Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. ER17-2154
- *California Public Utilities Commission, et al. v. Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. EL17-95

FERC TO20:

- *Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. ER19-13
- *Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. ER19-1816
- *Pacific Gas and Electric Co.*, Federal Energy Regulatory Commission, Docket No. ER20-2265

D.C. Circuit:

- *Pacific Gas and Electric Co. v. Federal Energy Regulatory Commission*, D.C. Circuit Case No. 21-1061 (lead), consolidated with Case Nos. 21-1135, 21-1172, 21-1204, 22-1095, 22-1113.

30. CONFERENCE WITH LEGAL COUNSEL – pursuant to Government Code Section 54956.9(d)(1) – Anticipated Litigation, one (1) case.

31. 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 Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Employee: One Category: General Manager.

32. 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 12:06 pm.

REPORT FROM CLOSED SESSION

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

DISCUSSION/ACTION ITEMS

33. Resolution 24-29, Approval of the Second Amendment to the Amended Employment Agreement for Randy S. Howard, General Manager – adopt resolution by all members approving the Second Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to execute the Second Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to provide a one-time employer contribution of 3.5% to the General Manager's 401A account effective as soon as administratively possible, and approve the General Manager's Performance Goals for 2024.

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.

Chair Serventi thanked Randy for his outstanding work during the past year. Randy's work is very impressive and he is well known throughout the industry.

Motion: A motion was made by James "Bo" Sheppard and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-29 approving the Second Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to execute the Second Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to provide a one-time employer contribution of 3.5% to the General Manager's 401A account effective as soon as administratively possible, and approve the General Manager's Performance Goals for 2024. The motion carried by a majority of those members present on a roll call vote as follows:

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

34. Resolution 24-30, Approval of the Seventh Amendment to the Employment

Agreement with Jane E. Luckhardt, General Counsel – adopt resolution by all members approving the Seventh Amendment to the Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of the Commission to execute the Seventh Amendment to the Employment Agreement; authorize the Chair of the Commission to adjust the annual salary to 99.89% of the General Counsel classification control point per the 2024 NCPA Administrative Wage Schedule, effective as of the first pay period in 2024, and approve the General Counsel's Performance Goals for 2024.

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.

Chair Serventi thanked Jane Luckhardt for the exceptional job she has been doing the past year for the agency. Jane takes her time to understand the issues, is very organized, and well versed on all the issues concerning the agency.

Motion: A motion was made by Jenelle Osborne and seconded by James Takehara recommending the Commission adopt Resolution 24-30 approving the Seventh Amendment to the Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of the Commission to execute the Seventh Amendment to the Employment Agreement; authorize the Chair of the Commission to adjust the annual salary to 99.89% of the General Counsel classification control point per the 2024 NCPA Administrative Wage Schedule, effective as of the first pay period in 2024, and approve the General Counsel's Performance Goals for 2024. The motion carried by a majority of those members present on a roll call vote as follows:

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

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 12:18 pm to discuss Closed Session items 29 and 30 on the agenda. General Counsel Jane Luckhardt took the Commission into closed session.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 12:41 pm.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The February 22, 2024 Commission meeting was adjourned at 12:42 pm by Chair Serventi.

Respectfully submitted,

Prepared by,

JERRY SERVENTI
Commission Chair

CARRIE POLLO
Assistant Secretary to the Commission



Commission Meeting
February 22, 2024
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	<i>Jerry Leroux</i>
2 - BIGGS	<i>Bo Sheppard</i>
3 - GRIDLEY	<i>Caterina Sanchez</i>
4 - HEALDSBURG	<i>Dave Hagele</i>
5 - LODI	<i>Mikey Hotli</i>
6 - LOMPOC	<i>Jenelle Osborne</i>
7 - PALO ALTO	<i>Vicki Venker</i>
8 - PLUMAS-SIERRA REC	<i>Harry Price</i>
9 - PORT OF OAKLAND	
10 - REDDING	<i>Julie Winter</i>
11 - ROSEVILLE	<i>Pauline Rocucci</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	<i>Yuliya Schmidt</i>
13 - SANTA CLARA	<i>Sudhanshu Jain</i>
14 - SHASTA LAKE	<i>Tom Rolles</i>
15 - TRUCKEE DONNER	<i>St. Paul</i>
16 - UKIAH	<i>Cindy Samers</i>

**Commission Meeting
February 22, 2024
Attendance List**

3

SUPPORT SERVICES PROGRAM STATUS REPORT

March 20, 2024

Member Name	Designated Representatives	Authorized Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP City Attorney	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley	City Administrator & City Attorney	\$ 125,000	02/07/22
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$30,000; City Manager & City Attorney NTE \$60,000	\$ 60,000	09/07/16; 05/20/22
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000/yr. with up to 3 yr. term per vendor	06/05/17
Plumas-Sierra REC	General Manager & Cooperative Attorney	\$ 20,000	01/25/23
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney Procurement Authority Increased	\$ 200,000	04/19/16; 08/20/20
Roseville	Electric Utility Director & City Attorney Procurement Authority Increased	\$ 74,999	10/05/15; 05/05/21
Santa Clara	City Manager & City Attorney	\$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	\$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE \$15,000; General Manager, General Counsel & Board President NTE \$250,000	\$ 250,000	11/02/16
Ukiah	Utility Director & City Attorney	\$ 20,000	01/19/22

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0327	City of Redding	3/8/24	\$ 28,845.00	iParametrics; grant writing services for GRIP grant (topic area 1).
0326	City of Roseville	3/12/24	\$ 16,915.00	SCS Engineers; provide LCFS Tier 2 Fuel Pathway Validation services.
0325	City of Shasta Lake	3/6/24	\$ 73,480.00	Cooperative Response Center; provide after-hours call support utilizing its Energy Dispatch service solutions.
0321	City of Palo Alto	3/8/24	\$ 46,885.00	Plug In America; provide EV Expos and Workshops in 2024 to promote EV adoption.
0320	City of Redding	3/8/24	\$ 39,680.00	AESI-US, Inc.; provide comprehensive cyber security risk assessment.
0319	City of Palo Alto	2/8/24	\$ 17,265.00	Aspen Environmental; provide support re regulatory and legislative matters and objectives, CPUC filings, orders and decisions; impacts on the City.
0318	City of Roseville	1/24/24	\$ 24,910.00	Dudek; Wildfire Mitigation Plan review and update as necessary.
0316	City of Healdsburg	1/11/24	\$ 16,234.51	Dudek; Wildfire Mitigation Plan review services.
0315	Port of Oakland	11/29/23	\$ 149,995.00	NewGen Strategies and Solutions, LLC; Electric cost of Service and Retail Rate Design Study.
0311	City of Redding	12/18/23	\$ 21,290.50	GreatBlue Research, Inc.; Comprehensive Customer Satisfaction Study for REU
0309	City of Roseville	8/17/23	\$ 30,835.00	EcoEngineers; Providing LCFS Pathway Registration services for the Pleasant Grove Wastewater Treatment Plant.
0308	City of Redding	8/25/23	\$1,167,293.55	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0307	City of Roseville	9/6/2023	\$1,196,537.12	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0305	City of Lompoc	6/23/23	\$ 51,675.00	Utility Financial Solutions, LLC; Wastewater Cost of Service and Rate Design studies.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0304	Alameda Municipal Power	7/31/23	\$713,195.50	CLEAResult Consulting Inc.; EV charging outreach and technical assistance services.
0303	City of Palo Alto	5/16/23	\$51,015.00	Flynn Resource Consultants, Inc.; Analysis to aid the City in Electric Supply Portfolio Planning.
0298	City of Palo Alto	3/16/23	\$249,829.00	iParametrics LLC; Grant writing services for Electric GRIP Grant and for Gas NGDISM Grant and for Post-Award services and support for future grants.
0295	Alameda Municipal Power	5/3/23	\$250,000.00	SpryPoint Services, Inc.; Implement SpryMobile Asset & Workflow Management Software to support AMP's operational needs through September 14, 2027.
0294	City of Palo Alto	4/1/23	\$53,540.00	Cool the Earth ; Through the Ride and Drive Clean campaign, will host webinars on EV's and ebikes, including incentives and charging education.
0292	City of Santa Clara	8/23/23	\$13,926.00	CLEAResult Consulting, Inc.; Energy efficiency services provided through the ChooseEV digital platform to facilitate EV communications.
0291	Truckee Donner PUD	2/8/23	\$ 62,500.00	ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 and 2023 Program Review and free-ridership analysis.
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.
0283	Alameda Municipal Power	11/29/22	\$141,075.00	Cooperative Response Center; for after-hours answering services for 36-month period through November 2025.
0281	Truckee Donner PUD	11/23/22	\$ 25,227.00	Dudek; Comprehensive revision of TDPUD Wildfire Mitigation Plan pursuant to AB 1054 and PUC section 8387; including review, collection of data, and WMP revision.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
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.
0266 Amd.	City of Healdsburg	9/20/22 9/13/23	\$ 27,995.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); graphic design services for various projects including bill inserts, direct mail flyers, and as requested and included in contract's scope of work.
0258 Amd.	Alameda Municipal Power	6/6/22 8/30/23	\$ 70,255.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets through FY25.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.)
0251	City of Santa Clara	5/3/22	\$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting.
0249	City of Lodi	7/21/22	\$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs through FY25.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including education courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
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 Amd.	City of Santa Clara	3/1/22	\$426,328.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services. Amd. to extend term.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0224 Amd. Amd.2	City of Healdsburg	7/1/21 5/16/23 12/31/23	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
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.
0186 Amd. Amd.2 Amd.3	Alameda Municipal Power	9/21/20 7/23/21 8/23/22 12/8/23	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY24.

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

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0296	Alameda - AMP	6/29/23	\$121,670.00	Radian Generation LLC; provide NERC regulatory compliance administrative services.
0282	City of Vernon	1/23/23	\$374,245.00	Ascend Analytics, LLC; provide services for the development of an integrated Resource Plan.
0273	City of Vernon	4/13/23	\$145,225.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service analysis and Rate Design Study.
0265	City of Santa Clara	7/6/23	\$98,965.00	Tinker, LLC; provide its turnkey Energy Education Program through a digital science-based curriculum to teach students about energy and using it wisely.
0259 Amd.	City of Burbank/ Burbank Water & Power	10/26/22 3/31/23	\$134,010.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations.
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 28, 2024
To: NCPA Commission
Subject: March 6, 2024 Facilities Committee Meeting Minutes

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



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Minutes

To: NCPA Facilities Committee

From: Michelle Schellentrager

Subject: March 6, 2024 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:05 am. Attending via teleconference and on-line presentation were Alan Harbottle (Alameda), Josh Cook and Bo Shepard (Biggs), Elisa Arteaga (Gridley), Brad Wilkie (Lompoc), Shiva Swaminathan (Palo Alto), Nathan Tan (Port of Oakland), Kamryn Hutson (Redding), Brian Schinstock (Roseville), Basil Wong (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and on-line presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra, and Shasta Lake were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approval of Minutes from the February 7, 2024 Facilities Committee meetings.**

Motion: A motion was made by Shiva Swaminathan and seconded by Jiayo Chiang recommending approval of the February 7, 2024 Facilities Committee meetings. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Ukiah. The motion passed.

- **Basil Wong (Santa Clara) was on the call but was not yet at his noticed location, and was unable to participate in the vote for this item.**

3. **All NCPA Facilities, Members, SPCPA – Trimark Associates, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Trimark Associates, Inc. for miscellaneous meter maintenance, operations, data, and related design engineering services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPCPA, and SPCPA Members.

This is a current NCPA vendor whose 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 an agreement in place for similar services with Ulteig Operations, LLC. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Josh Cook recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Trimark Associates, Inc. for miscellaneous meter maintenance, operations, data, and related design engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, and Ukiah. ABSTAIN = Redding. The motion passed.

- **Basil Wong (Santa Clara) was on the call but was not yet at his noticed location, and was unable to participate in the vote for this item.**

4. **All NCPA Facilities, Members, SCPPA – Ulteig Operations, LLC MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Ulteig Operations, LLC for miscellaneous meter maintenance, operations, data, and related design engineering services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

This is a current NCPA vendor whose 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 an agreement in place for similar services with Trimark Associates, Inc. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brad Wilkie and seconded by Elisa Arteaga recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Ulteig Operations, LLC for miscellaneous meter maintenance, operations, data, and related design engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – GEI Consultants, Inc. MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with GEI Consultants, Inc. for dam safety and structural engineering related services, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

This is a current NCPA vendor whose 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 AECOM Technical Services, Condor Earth, HDR Engineering, and Mead & Hunt, Inc. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cindy Sauers and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with GEI Consultants, Inc. for dam safety and structural engineering related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, with a not to exceed amount of \$5,000,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

- 6. All NCPA Facilities – PME Babbitt Bearings Second Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to the five-year Multi-Task General Services Agreement with PME Babbitt Bearings for off-site maintenance and labor services at its facility located in Minden, Nevada, increasing the not to exceed amount from \$235,000 to \$750,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five-year Multi-Task General Services Agreement with PME Babbitt Bearings, effective June 24, 2020, for an amount not to exceed \$190,000, for use at any facilities owned and/or operated by NCPA. NCPA then entered into a First Amendment to the MTGSA, effective October 3, 2023, to further increase the not to exceed amount from \$95,000 to \$235,000,

NCPA has used this vendor extensively to provide casting and machining babbitt and re-babbitt of bearings. NCPA now desires to enter into a Second Amendment to the Multi-Task General Services agreement to increase the not to exceed amount from \$235,000 to \$750,000 to ensure sufficient funds are available through the remainder of the contract term, should this vendor be the successful bidder on this or any future work. 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 TCB Industrial, Inc.

Motion: A motion was made by Brian Schinstock and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement with PME Babbitt Bearings for off-site maintenance and labor services at its facility located in Minden, Nevada, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$235,000 to \$750,000, for continued use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

- 7. NCPA Geothermal Facility – Konocti Ridge Corporate dba California Exterminators Alliance First Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance for pest control and weed spraying services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1225,000 to \$500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at NCPA's Geothermal Facility.

NCPA entered into a five-year Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance, effective July 28, 2020, for an amount not to exceed \$225,000, for use at NCPA's Geothermal Facility.

NCPA has used this vendor extensively for pest control and weed spraying services, and the agreement is running low on funds. NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not to exceed amount from \$225,000 to \$500,000 to ensure sufficient funds are available for the remainder of the contract term. Exhibit B – Compensation Schedule and Hourly Fees will also be amended as requested by the vendor to reflect an increase in labor costs for existing and additional services. 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 Clark Pest Control.

Motion: A motion was made by Jiayo Chiang and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance for pest control and weed spraying services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at NCPA's Geothermal Facility. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

8. **NCPA Geothermal Facility – Bureau of Land Management Site License Renewals** – Staff presented background information and was seeking a recommendation for Commission approval authorizing the General Manager or his designee to execute Site License Agreement CACA 5084 (NCPA 1) and Site License Agreement CACA 13308 (NCPA 2) with the Bureau of Land Management to allow NCPA to continue to operate and maintain the geothermal power plants, with any non-substantial changes recommended and approved by the NCPA General Counsel, for a period of thirty years.

NCPA operates and maintains a Geothermal Facility consisting of two geothermal power plants: NCPA Geothermal Plant 1 and NCPA Geothermal Plant 1. NCPA's ability to operate and maintain these geothermal plants was established through two Site License Agreements between NCPA and the Bureau of Land Management (BLM). These original site license agreements carried a term of thirty years, and have now expired. NCPA is now seeking approval to renew these Site License Agreements, which will allow NCPA to continue to operate and maintain the geothermal power plants for another thirty-year term.

Motion: A motion was made by Cindy Sauers and seconded by Brad Wilkie recommending Commission approval authorizing the General Manager or his designee to execute Site License Agreement CACA 5084 (NCPA 1) and Site License Agreement CACA 13308 (NCPA 2) with the Bureau of Land Management to allow NCPA to continue to operate and maintain the geothermal power plants, with any non-substantial changes recommended and approved by the NCPA General Counsel, for a period of thirty years. YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Palo Alto and Redding. The motion passed.

9. **NCPA Transmission Owner Rate Case Program Agreement** – Staff presented background information and was seeking a recommendation for Commission approval authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the Transmission

Owner Rate Case Program Agreement on behalf of NCPA, including any modifications to the Transmission Owner Rate Case Program Agreement approved by the NCPA General Counsel.

NCPA was directed by the Commission to establish facilitates, staff and the capability to act on behalf of Members who elect to participate ("Participants") in certain activities pertaining to proceedings that effect transmission costs. As a result of the direction, NCPA developed the Transmission Owner Rate Case Program Agreement ("Program Agreement") to provide such services to the Participants. This agreement establishes the terms and conditions under which NCPA will supply these services.

Services provided under the Program Agreement will include engaging in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect the CAISO transmission costs, or other transmission costs as may be applicable, to protect Participating Members, monitoring, analyzing and participating in Transmission Owner ("TO") rate cases before FERC and any related judicial appears, engaging in other related filings and industry developments that may affect the cost or provision of transmission service under TO rate cases, and engaging in other transmission cost related activities as approved by the Participants.

The Commission will be ultimately responsible for general administration of the Program Agreement, but it was noted that the Program Agreement specifically delegates the provision of Services and normal day-to-day engagement to NCPA's General Manager. Additionally, the General Manager may consult with Participants from time to time (as needed) to seek advice and direction regarding levels of engagement to TO Rate Cases. Any formal actions of the Commission will occur at a Commission meeting and will require an affirmative vote of eighty percent (80%) or more of the Participants. An annual budget for the program will be approved by the Commission each fiscal year. Actions for Commission consideration can be referred to the Facilities Committee for review. Authority to update or change the Program Participant Percentages is delegated to the Commission, and would not trigger further Member action.

The agreement will become effective once executed by the Participants and NCPA. This agreement is considered Evergreen, and will remain in effect until terminated by election of the Parties (there is no specific end date). Any costs incurred under the program (direct and indirect) will be allocated to the Participants based on the Program Participant Percentages, as reflected in Exhibit A of the Program Agreement. New Members can join the program, and existing Participants can withdraw from the program, subject to the requirements of the Program Agreement.

Motion: A motion was made by Basil Wong and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the Transmission Owner Rate Case Program Agreement on behalf of NCPA, including any modifications to the Transmission Owner Rate Case Program Agreement approved by the NCPA General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 10. NCPA Geothermal Facility – First Amendment to Resolution 22-93 for the NCPA Geothermal Plant 1 Cooling Tower Refurbishment Project** – Staff provided background information and was seeking a recommendation for Commission approval of Amendment to Resolution 22-93 authorizing additional funds of \$1,741,353 for the Geothermal Plant 1 Cooling Tower Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for an updated total not to exceed cost of \$4,600,000, with \$1,800,000 of the project funds

contingent upon future approval of the FY25 budget, and approval to spend up to \$150,000 from the planned FY24 Maintenance Reserve fund and to spend up to \$150,000 from the contingent FY25 Maintenance Reserve fund.

NCPA staff determined that the Geothermal Plant 1 Cooling Tower was in need of refurbishment and thermal upgrade services. Staff identified possible thermal performance deficiencies due to aging structure and cooling tower fill technology. New cooling tower fill will reduce the cooling tower circulating temperature and improve the condenser back pressure, increasing generation by a minimum of 1.5 MW. The Geothermal Plant 1 Cooling Tower Project was originally approved by the Commission on August 25, 2022 (Resolution 22-93) for an amount not to exceed \$2,858,647. This project is broken into three phases:

- Phase 1 – Material Procurement and Delivery (FY23)
- Phase 2 – Cooling Tower Refurbishment Installation – Unit 2 (FY24)
- Phase 3 – Cooling Tower Refurbishment Installation – Unit 1 (FY25)

In March 2022, a Request for Proposal ("RFP") for the Geothermal Plant 1 Cooling Tower Refurbishment Project was released. Two vendors submitted proposals, but both proposals were deemed non-responsive due to various technical exceptions. After negotiating directly with both vendors, NCPA awarded purchase of the cooling tower fill product to EvapTech, Inc. Unfortunately, the original 2022 project scope did not include prevailing wages in the labor costs or trucking and disposal costs of the old cooling tower fill. As a result, NCPA did not have sufficient funds for installation of the purchased fill.

In November 2023, an RFP was sent out for installation of the new cooling tower fill, with the previously-missing prevailing wage costs included. NCPA also sent out a separate RFP for removal and disposal of the old cooling tower fill. NCPA intends to award installation of the cooling tower fill to Alliance Cooling Products & Construction, Inc. The trucking and disposal costs of the old fill material will be awarded to MP Environmental Services. Award of the work to both of these vendors is pending Commission approval of the First Amendment to the Plant 1 Cooling Tower Refurbishment Project.

The original cost of the Plant 1 Cooling Tower Refurbishment Project was not to exceed \$2,858,647. Staff is now seeking approval for an additional \$1,741,353 to complete Phases 2 and 3 of the project, as well as the trucking and disposal of the old cooling tower fill material, for an updated total project cost of not to exceed \$4,600,000. Funds from the remaining phases of this project will come from the FY24 and FY25 budgets. Funds from the FY25 budget are contingent upon future approval of the budget, and no commitment of funds will be made until that date. A breakdown of project costs is included in the table below.

Phase 1 – Material Procurement & Delivery (FY23) COMPLETE	\$1,000,000
Total	\$1,000,000
Phase 2 – Cooling Tower Refurbishment (FY24) Replacement for Unit 2 in FY24	\$1,152,129
Disposal and Trucking of old fill	\$250,000
Tower Maintenance Activities (to be funded from Maintenance Reserve)	\$150,000
Contingency (~7%)	\$97,871
Total	\$1,660,000
Phase 3 – Cooling Tower Refurbishment (FY25) Replacement for Unit 2 in FY25	\$1,285,627
Disposal and Trucking of old fill	\$275,000
Tower Maintenance Activities (to be funded from Maintenance Reserve)	\$150,000
* Contingency (~13%)	\$239,373
Total	\$1,950,000
Total Project Cost	\$4,600,000

Phases 2 and 3 of this project include line items for Tower Maintenance Activities, which covers potential discovery maintenance work inside the cooling towers, to be funded from the Maintenance Reserve fund.

Motion: A motion was made by Basil Wong and seconded by Brad Wilkie recommending Commission of Amendment to Resolution 22-93 authorizing additional funds of \$1,741,353 for the Geothermal Plant 1 Cooling Tower Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for an updated total not to exceed cost of \$4,600,000, with \$1,800,000 of the project funds contingent upon future approval of the FY25 budget, and approval to spend up to \$150,000 from the planned FY24 Maintenance Reserve fund and to spend up to \$150,000 from the contingent FY25 Maintenance Reserve fund.. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Port of Oakland and Redding. The motion passed.

11. NCPA Preliminary Studies and Investigations Procedure – Staff provided background information and was seeking a recommendation for Commission approval of the NCPA Preliminary Studies and Investigations Procedure (GS-201), establishing a process for the use of funds in the Preliminary Studies and Investigations (PS&I) budget account, including the requirements for project evaluation approvals, funds tracking, and reimbursement.

In March 2023 the NCPA Commission directed NCPA to establish a Preliminary Studies and Investigations (PS&I) budget account and procedure to fund such activities towards new projects that might be of interest to members. On January 3, 2024, NCPA proposed both a PSI procedure and two potential transmission projects to the Facilities Committee. Neither moved forward, the Facilities Committee requested clarification on the PS&I process and intent. This item was brought to the NCPA Commission meeting on January 18, 2024 for further clarification and discussion. On February 7, 2024, NCPA presented the PS&I Procedure to the Facilities Committee as an informational item for further question and comments.

Staff presented an updated flow chart of the PS&I Procedure. Step 1 – Conceptual Projects details the process through which project screening will take place. will be brought to the Facilities Committee and Utility Director's for review and feedback. Step 1 essentially acts as a preliminary assessment of a project's suitability for further consideration. Step 2 – Recommend Study Package is where projects that the Facilities Committee and Utility Director's would like to move forward for further study are brought to the Commission for approval. This step is where PS&I funds are approved to be spent for study for a potential project. Step 3 – Study Package Results is where NCPA will present the results of the study to the Facilities Committee and Utility Director's. NCPA may at this time recommend a Phase II Agreement depending on the initial findings. Step 4 – Phase II Agreement is where any Phase II agreement would be presented to the Commission for approval. The Phase II Agreement budget would include reimbursement of the PS&I funds. The funding allocation for the PS&I account will be updated annually. Unspent funds will be encumbered into the next FY budget.

Facilitates Members requested that NCPA staff add a table to the Procedure showing how funds for the PS&I account will be allocated before the procedure is brought to Commission for approval. Members also requested that staff document which steps will results in funds being spent. Due to these change requests, NCPA staff determined it would be best to bring this back to the Facilities Committee with the requested revisions, for further review and potential approval in the April 2024 Facilities Meeting.

INFORMATIONAL ITEMS

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

Yuba City Strategic Reserve (SC Services) – CDWR has inquired about NCPA supplying Scheduling Coordinator (“SC”) services for the Yuba City Strategic Reserve Project. This project consists of two 30 MW Combustion Turbines. While the project is owned by CDWR, it is currently operated and maintained by Calpine. CDWR is still in negotiations with Calpine, and since first approaching NCPA, CDWR has posted an RFP for potential re-siting/repurposing of the units, leading NCPA staff to question whether the units will remain in operation. NCPA staff will keep the Facilities Committee updated as to the status of this potential opportunity.

City of Pasadena RFP – Staff was approached by the City of Pasadena regarding this RFP for Power Management services including same day and day ahead scheduling and resource management, daily and intraday gas scheduling and trading, joint resource scheduling, credit services, risk management, and reporting services. This project is owned by Glenarm Power Plant, a share of Magnolia Power Plant. Responses to the RFP are due on Thursday, March 7. NCPA is undecided on whether to submit a response at this time.

NCPA RFP for Renewable Energy Resources – Staff re-issued the ongoing RFP for renewable/energy storage resources on February 15, 2024. Responses to the RFP are due April 12, 2024. NCPA staff have received a number of questions regarding the RFP, as well as 1 proposal for a Battery Energy storage project. After the RFP closes, NCPA staff will schedule a dedicated meeting with Members to review any proposals received.

Grace Solar Update – Staff is currently still engaged in active negotiations with NextEra. A draft PPA is being considered by both parties. Member interest includes Biggs, Gridley, Healdsburg, Lodi, Lompoc, Port of Oakland, Plumas-Sierra, Shasta Lake, Ukiah, and Santa Clara.

Sunrise Energy – McCloud Solar Project – This is a 140 MW Solar PV Project with BESS option located in NP15 at Corning, CA. Solar is energy only, with the BESS deliverability pending. Solar PV is a 25-year term with the BESS a 15-year term. Estimated COD is 2029. This project is part of Cluster 14. Phase 1 has been completed. Interconnection is through CAISO BAA with a possible BANC interconnection. This project is still available, and any Members who are interested should reach out the NCPA staff.

RAI Energy – Wildcat Energy Farm – This is a 100 MW Solar PV Project with a BESS option. It's located in IID and delivered to SP15. Estimated COD is 9/1/2026 with a 20-year term. Dynamic/Pseudo scheduled into CAISO BAA at SP15. This project is still available, and any Members who are interested should reach out the NCPA staff.

13. Proposed FY2025 Annual Budget Review – Staff provided an informational overview and summary of the agency FY2024 budget, incorporating changes and feedback from the February 14, 2024 Special Facilities Committee Meeting.

NCPA staff outlined changes that were made since the initial FY2025 budget review. While there was an increase in costs in some areas (projects at the plants, decommissioning costs, insurance costs, benefits/salaries due to increased pension costs and potential new positions, IS software costs, increased costs associated with the DRC2 project due to additional required tenant improvements for the building), other areas saw a decrease in costs.

NCPA Staff reviewed the revised budgets for Generation Resources (including each plant individually), Power Management, Executive & Administrative Services, and Staffing, Salaries & Benefits. Facilities Members requested clarification on what was driving the increase in costs

associated with the DRC2 project, and requested that these costs be discussed with the Commission in the March 28 regular meeting. Members also requested that the budget clearly reflect that the additional positions earmarked in the Power Management budget are contingent upon award of certain New Business opportunities.

The FY2025 proposed budget will be presented to the Utility Directors for review at the March Utility Director's retreat, and previewed by the Commission in the March Commission meeting. Staff will then make any final budget adjustments/revisions to allocations, and the final FY2025 budget will be presented to the Commission for approval in the April 25, 2025 meeting.

14. Grace Solar PPA Update – Staff shared a presentation with updates regarding the Grace Solar Project.

The Grace Solar Project is being developed by NextEra Energy Resources Development (NextEra). The total project will be 400-500 MW, 50 MW of which would be NCPA's tentative "slice". Estimated completion is December 2027. This resource is categorized as energy only, with no RA at this time.

NCPA is currently negotiating terms and conditions of the PPA. Staff reviewed some of the key terms of the PPA that is in-development. The term has a 20 year delivery period. NCPA would act as the SC, retaining CAISO revenues and charges. The seller would act as the GO/GOP, and will operate the facility.

NCPA staff presented an overview of the corresponding Third Phase Agreement which is also in-development. This agreement would be between NCPA and the Participating Members, and would be the mechanism that would enable NCPA to enter into the PPA. By executing the Third Phase Agreement, the Participating Members agree to purchase Products produced by Grace Solar under a "take-or-pay" agreement. Key provisions of the Third Phase Agreement include specifying the rights and obligations of NCPA and the Participants, product delivery based on Participants' Project Participation Percentage, each Participant agreeing to pay for their share of Project Costs, Administrative Services Costs, scheduling coordination costs, and all other related costs, establishment of Security Deposit Requirements, and establishment of rules for governance and other administrative functions.

The Third Phase Agreement is being drafted with a two-step member assignment structure, where Primary Participants (initial signatories) are identified, with subsequent assignment to other Participating Members based on an established project schedule for assignments of additional Members. It was noted that, if assignments were not completed by the deadline, amounts would be retained by the Primary Participants. Alternatively, if all interested Members are able to execute the Third Phase Agreement by the deadline established in the project schedule, the two-step member assignment structure would not be needed, and the Third Phase Agreement could be drafted with the final project participation schedule already established.

NCPA staff will begin meeting with interested Members in an effort to finalize the Participant List and establish desired Participant percentages. This information would be used to establish the Primary Participants list. NCPA hopes to bring this to the Facilitates Committee and Commission for final approval in April.

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

CTs – CT1 had 3 starts of 2 forecasted. FYTD total is 66 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 27 starts.

- **Outages**
 - CT1 Lodi – Available.
 - CT1 Alameda U1/U2 – Available.
 - CT2 STIG – Available.
- **CT1 Lodi Run Hours**
 - YTD hours 5.43 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
 - U1= 5.27 hrs. of 42 (during any consecutive 12-month period)
 - U2= 3.66 hrs. of 42 (during any consecutive 12-month period)
- **Safety and Environmental**
 - No safety issues to report
 - No environmental issues to report – Alameda U1 & U2 completed the Bi-annual emissions testing with no major issues; currently awaiting final report.
- **2024 Planned Outages**
 - CT2 STIG- 4/1/24 thru 4/30/24
 - CT1 Alameda U1/U2- 5/1/24 thru 5/31/24

Staff reviewed the CAISO Commitment Runs for February 2024.

Geo – There was one vehicle accident in the month of January, in which an employee backing up in a company vehicle hit another car that was also backing up, causing minor damage to both vehicles. This accident took place off-site. There was also a Lesson Learned incident, in which the NCPA team used stop work authority on the Mercury Tank cleaning job and evacuated personnel from Plant 1 as a precaution due to increased Sulfur Pastilles heat levels which was causing damage to the Vac. Trk. Hose. It was discovered that the contractor cleaning the tank was using metal tools to break up the pastilles. Since sulfur dust is susceptible to ignition when dry, the use of metal tools can cause sparks. When the job resumed the following day, the contractor used a hydro blaster and plastic shovels to break up the debris with water for removal. The average net generation for the month of February was 51.1 MW. The total net generation was 35.6 GWh. CY 2024 net generation goal = 743.8 GWh. CY forecast net generation goal was 495.5 GWh. The CY actual net generation was 334.5 GWh at 32.5% below the forecast due to the recent unit outages at Geo. were shared with the Committee of the progress the Unit 2 Transformer Repairs, the Unit 1 Lube Oil Cooler cleaning, and the BOP Transmission Line Repairs. The Plant 1 Unit 1 turbine was delivered on Monday, March 4. Staff shared an update on the Plant 1, Unit 2 upgrade. While NCPA staff anticipated that some blades on the Unit 2 rotor would need replacement, once the rotor arrived off-site for a more thorough inspection, erosion was found on additional blades. Staff is currently gathering information from the vendor regarding the cost to repair these additional rotors, and intends to call a Special Facilities Committee Meeting later this month to present the Committee with options regarding these latest findings. Geothermal staff shared the January 2024 Asset Report, as well as monthly GS Metrics for the plants. The full FY2024 Asset Report will be uploaded for Committee Members to review after the meeting.

Hydro – During the month of February, Collierville (CV) Power House was at 100% availability and New Spicer Meadows (NMS) Power House was at 97% availability. The monthly generation profiles for CV and NMS were shared with the Committee. In February, NCPA was invited to participate in the first joint snow survey since before the COVID pandemic. Precipitation for February was good. February has started very well during the first week. Average precipitation is at 94% for the year, with the snow water content at 104% to-date. NMS just received 6.5' of snow. California is on-track for a seasonally normal range of snow/rain.

New Spicer Meadows Reservoir Storage

- 2,191, acre feet increase (2%) month-over-month.
- 92,649-acre feet to 93,296-acre feet.
- Optimizing stored water – Spicer drafts at minimums.
- Initiating annual water/power optimization modeling.

The quinquennial third-party engineering audit of NCPA's Owner's Dam Safety Program ("ODSP") was recently completed. This review included an examination of NCPA's dam safety documentation, as well as interviews with NCPA staff. The third-party concluded that, "NCPA's ODSP meets or exceeds all requirements of an adequate program." The final audit report included a recommendation that NCPA increase training of dam safety staff, especially when positions are backfilled, and also emphasized the criticality of replacing the Chief Dam Safety Engineer (that position is currently vacant). The report also recommended presenting NCPA's ODSP to the Commission at some point.

18. Planning and Operations Update

- Resource Integrations
 - Lodi Strategic Reserve Resource – March 2024
 - Scarlet Solar / BESS – Mid-2024
 - Proxima Solar / BESS – Mid-2024
 - Other BESS integrations
- SCPA SC Transition Activities – Updated from April 1, 2024 to May 1, 2024
- Resource Development
 - ZWEDC – negotiations complete
 - Grace Solar Project – active negotiation
 - Wildcat Solar Project – active proposal
 - Sunrise Energy – active proposal
 - NCPA has issued the refreshed Renewable RFP – Responses are due April 12, 2024
- Ongoing daily operational activities

19. Next Meeting – The next regular Facilities Committee meeting is scheduled for April 3, 2024.

ADJOURNMENT

The meeting was adjourned at 12:42 pm by the Committee Chair.



10

Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: January 31, 2024 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

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

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

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 28, 2024 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited January 31, 2024 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- January 31, 2024 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of January 2024

Operations:

Geothermal	\$ 3,077,754
Hydroelectric	3,091,172
CT#1 Combustion Turbines	99,493
CT#2 STIG	686,564
Lodi Energy Center	9,844,891
NCPA Operating	39,023,390
Total	<u>\$ 55,823,264</u>

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

PERCENT OF YEAR ELAPSED
58%

	This Month	Actual Year To-Date	FY 2024 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,576,120	\$ 14,125,141	\$ 23,004,110	61%	
Debt Service (Net)	2,887,166	20,210,164	34,645,995	58%	
Annual Budget Cost	4,463,286	34,335,305	57,650,105	60%	
 Geothermal					
Other Plant Cost	2,848,190	22,020,154	46,526,658	47%	
Debt Service (Net)	290,183	2,031,282	3,482,198	58%	
Annual Budget Cost	3,138,373	24,051,436	50,008,856	48%	
 Combustion Turbine No. 1					
Fuel	6,508	470,158	2,388,097	20%	
Other Plant Cost	544,836	2,874,360	4,543,872	63%	(a)
Annual Budget Cost	551,344	3,344,518	6,931,969	48%	
 Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	6,907	723,899	1,177,097	61%	
Other Plant Cost	212,207	1,665,309	2,981,807	56%	
Debt Service (Net)	421,526	2,950,682	5,058,312	58%	
Annual Budget Cost	640,640	5,339,890	9,217,216	58%	
 Lodi Energy Center					
Fuel	8,277,722	35,546,093	71,517,913	50%	
Other Plant Cost	4,914,119	24,442,686	39,286,497	62%	
Debt Service (Net)	2,166,020	15,162,139	25,992,239	58%	
Annual Budget Cost	15,357,861	75,150,918	136,796,649	55%	
Member Resources - Energy	6,808,371	45,768,473	70,124,965	65%	(b)
Member Resources - Energy (Customer)	5,264	32,976	358,681	9%	
Member Resources - Natural Gas	748,186	3,350,466	2,510,204	133%	(c)
Western Resources	841,722	8,242,865	25,839,240	32%	
Market Power Purchases	3,444,693	27,797,363	37,308,809	75%	(b)
Load Costs - CAISO	43,342,794	269,723,966	691,439,249	39%	
Load Costs - CAISO (Customer)	12,489,344	76,294,286	220,937,079	35%	
Net GHG Obligations	-	1,489,290	1,362,776	109%	(d)
Preliminary Surveys & Investigations	-	-	300,000	0%	
	91,831,878	574,921,752	1,310,785,798	44%	
 <u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	175,073	1,473,359	2,860,382	52%	
Wheeling Access Charge	9,758,250	89,471,544	179,046,864	50%	
Ancillary Services	187,511	2,383,374	10,376,526	23%	
Other ISO Charges/(Credits)	1,402,891	(2,826,028)	3,478,258	-81%	(e)
	11,523,725	90,502,249	195,762,030		
Independent System Operator (Customer)	256,590	7,629,291	-		
	11,780,315	98,131,540	195,762,030	50%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED 58%

	This Month	Actual Year To-Date	FY 2024 Budget	% Used	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	137,990	1,130,690	2,250,245	50%	(f)
Regulatory Representation	83,151	491,140	762,692	64%	
Western Representation	67,983	251,336	767,880	33%	
Customer Programs	39,537	326,487	648,513	50%	
Judicial Action	35,619	293,722	1,064,000	28%	
Power Management					
System Control & Load Dispatch	606,836	4,400,805	7,900,090	56%	(f)
Forecasting, Planning, Prescheduling & Trading	242,171	1,699,066	2,891,089	59%	
Industry Restructuring & Regulatory Affairs	31,605	264,688	392,354	67%	
Contract Admin, Interconnection Svcs & External Affairs	97,403	650,857	1,176,376	55%	
Gas Purchase Program	4,558	35,264	78,683	45%	
Market Purchase Project	7,143	47,804	113,164	42%	
Energy Risk Management	10,706	79,261	144,341	55%	
Settlements	63,891	402,872	1,075,571	37%	
Integrated Systems Support	52,257	357,623	772,316	46%	
Participant Pass Through Costs	227,941	1,164,015	1,765,079	66%	
Support Services	390,662	1,577,820	-	N/A	(g)
	2,099,453	13,173,450	21,802,393	60%	
TOTAL ANNUAL BUDGET COST	105,711,646	686,226,742	1,528,350,221	45%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	4,863,495	90,245,471	244,823,776	37%	(h)
Member Resource ISO Energy Sales	5,868,940	39,909,022	74,476,973	54%	
Member Owned Generation ISO Energy Sales	11,705,191	90,259,801	179,428,631	50%	
Revenue from Customers	4,372,400	30,891,411	70,212,295	44%	
Customer Owned Generation ISO Energy Sales	57,840	441,758	154,465,980	0%	
NCPA Contracts ISO Energy Sales	2,199,359	14,469,214	45,274,824	32%	
Western Resource Energy Sales	657,090	17,394,967	31,462,876	55%	
Load Energy Sales	8,840,268	45,446,506	-	N/A	
Ancillary Services Sales	112,685	1,180,138	9,294,760	13%	
Transmission Sales	-	55,188	110,376	50%	
Western Credits, Interest and Other Income	4,928,413	38,661,604	44,090,343	88%	
	43,605,681	368,955,080	853,640,834	43%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 62,105,965	\$ 317,271,662	\$ 674,709,387	47%	

- (a) Increase due to higher labor effort and costs during outage. Costs are expected to levelize during remainder of the year.
- (b) Increase due to higher than budgeted ISO Energy Purchases. Generation related to Member & NCPA Contracts is approximately 411% of YTD budgeted MWh as of 1/31/2024.
- (c) Increase due to higher contract purchases by participants compared to budget.
- (d) Increase due to unbudgeted customer transactions of over one million dollars, which is equivalent to more than two thirds of the budgeted total for the entire year.
- (e) Net credit due to revenue from unbudgeted unbalanced energy settlement credits.
- (f) Increase due to higher than budgeted labor effort attributed to Regulatory Representation and Industry Restructuring. Variance expected to levelize throughout the fiscal year.
- (g) Support services includes training services, vendor services and other services to support participants as requested.
- (h) Increase due to higher than budgeted third party market sales and member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	January 31	
	2024	2023
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 68,014	\$ 52,545
Investments	32,033	28,457
Accounts receivable		
Other	3,220	14,261
Interest receivable	875	643
Inventory and supplies	6,763	6,431
Prepaid expenses	5,006	(5,351)
TOTAL CURRENT ASSETS	115,911	96,986
RESTRICTED ASSETS		
Cash and cash equivalents	64,214	49,565
Investments	192,763	190,258
Interest receivable	40	40
TOTAL RESTRICTED ASSETS	257,017	239,863
ELECTRIC PLANT		
Electric plant in service	1,603,848	1,601,568
Less: accumulated depreciation & amortization	(1,136,615)	(1,099,917)
	467,233	501,651
Construction work-in-progress	1,631	1,554
TOTAL ELECTRIC PLANT	468,864	503,205
OTHER ASSETS		
Regulatory assets	149,613	169,644
Investment in associated company	265	265
TOTAL ASSETS	991,670	1,009,963
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	454	1,064
Pension and OPEB deferrals	25,345	14,141
Asset retirement obligations	62,371	61,691
TOTAL DEFERRED OUTFLOWS OF RESOURCES	88,170	76,896
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,079,840	\$ 1,086,859

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	January 31	
	2024	2023
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 51,754	\$ 60,155
Member advances	1,168	993
Operating reserves	27,146	20,325
Current portion of long-term debt	55,778	54,798
Accrued interest payable	2,770	3,036
TOTAL CURRENT LIABILITIES	138,616	139,307
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	56,556	30,112
Operating reserves and other deposits	169,176	161,988
Asset retirement obligations	73,056	70,596
Long-term debt, net	497,397	555,711
TOTAL NON-CURRENT LIABILITIES	796,185	818,407
TOTAL LIABILITIES	934,801	957,714
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	94,852	94,393
Pension and OPEB deferrals	2,112	19,950
TOTAL DEFERRED INFLOWS OF RESOURCES	96,964	114,343
NET POSITION		
Net investment in capital assets	(69,053)	(90,993)
Restricted	29,661	29,209
Unrestricted	87,467	76,586
TOTAL NET POSITION	48,075	14,802
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,079,840	\$ 1,086,859

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

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

UNAUDITED

	For the Seven Months Ended January 31,	
	2024	2023
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 326,295	\$ 399,492
Other Third-Party	168,467	360,353
TOTAL OPERATING REVENUES	494,762	759,845
OPERATING EXPENSES		
Purchased power	221,153	408,420
Operations	77,485	143,677
Transmission	106,501	138,851
Depreciation & amortization	17,925	17,904
Maintenance	19,398	21,003
Administrative and general	15,162	17,931
TOTAL OPERATING EXPENSES	457,624	747,786
NET OPERATING REVENUES	37,138	12,059
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(10,935)	(12,082)
Interest income	20,740	14,964
Other	5,009	10,524
TOTAL NON OPERATING EXPENSES	14,814	13,406
FUTURE RECOVERABLE AMOUNTS	(15,039)	(14,583)
REFUNDS TO PARTICIPANTS	(15,193)	(12,777)
INCREASE (DECREASE) IN NET POSITION	21,720	(1,895)
NET POSITION, Beginning of year	26,355	16,697
NET POSITION, Period ended	\$ 48,075	\$ 14,802

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

January 31, 2024

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 171	\$ -	\$ -	\$ 1,771	\$ 66,070	\$ 68,014
Investments	-	-	-	-	-	-	-	-	32,033	32,033
Accounts receivable										
Other	-	-	-	-	-	-	1,774	-	1,446	3,220
Interest receivable	168	163	-	-	66	-	62	-	416	875
Inventory and supplies	1,853	1,575	285	429	2,621	-	-	-	-	6,763
Prepaid expenses	1,011	988	-	98	1,047	-	-	(188)	2,050	5,006
Due from Agency and other programs*	19,547	(199)	2,627	3,773	43,585	-	11,582	5,493	(86,408)	-
TOTAL CURRENT ASSETS	22,579	2,527	2,913	4,301	47,490	-	13,418	7,076	15,607	115,911
RESTRICTED ASSETS										
Cash and cash equivalents	372	4,830	425	-	3,885	-	29,617	-	25,085	64,214
Investments	32,987	47,239	2,105	-	35,792	-	17,708	-	56,932	192,763
Interest receivable	-	3	-	-	37	-	-	-	-	40
TOTAL RESTRICTED ASSETS	33,359	52,072	2,530	-	39,714	-	47,325	-	82,017	257,017
ELECTRIC PLANT										
Electric plant in service	579,312	395,679	65,473	38,521	447,597	7,736	61,427	1,116	6,987	1,603,848
Less: accumulated depreciation & amortization	(555,763)	(315,110)	(60,719)	(35,791)	(147,241)	(7,736)	(8,498)	(883)	(4,874)	(1,136,615)
	23,549	80,569	4,754	2,730	300,356	-	52,929	233	2,113	467,233
Construction work-in-progress	-	-	-	-	-	-	-	-	1,631	1,631
TOTAL ELECTRIC PLANT	23,549	80,569	4,754	2,730	300,356	-	52,929	233	3,744	468,864
OTHER ASSETS										
Regulatory assets	-	83,447	-	-	28,586	-	-	-	37,580	149,613
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	79,487	218,615	10,197	7,031	416,146	-	113,672	7,309	139,213	991,670
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	136	-	-	-	318	-	-	-	-	454
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	25,345	25,345
Asset retirement obligations	61,991	-	178	-	202	-	-	-	-	62,371
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,127	-	178	-	520	-	-	-	25,345	88,170
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 141,614	\$ 218,615	\$ 10,375	\$ 7,031	\$ 416,666	\$ -	\$ 113,672	\$ 7,309	\$ 164,558	\$ 1,079,840

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	January 31, 2024									
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 6	\$ 245	\$ -	\$ 1	\$ 8,079	\$ -	\$ 32,175	\$ -	\$ 11,248	\$ 51,754
Member advances	791	-	-	-	-	-	-	377	-	1,168
Operating reserves	2,774	250	618	3,809	19,693	-	-	-	-	27,146
Current portion of long-term debt	3,425	27,420	4,824	-	14,239	-	5,805	-	65	55,778
Accrued interest payable	5	602	79	-	2,084	-	-	-	-	2,770
TOTAL CURRENT LIABILITIES	7,001	28,517	5,521	3,810	44,097	-	37,980	377	11,313	138,616
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	56,556	56,556
Operating reserves and other deposits	1,500	32,501	-	-	166	-	48,957	3,152	82,900	169,176
Asset retirement obligations	72,676	-	178	-	202	-	-	-	-	73,056
Long-term debt, net	-	147,576	855	-	301,710	-	47,123	-	133	497,397
TOTAL NON-CURRENT LIABILITIES	74,176	180,077	1,033	-	302,078	-	96,080	3,152	139,589	796,185
TOTAL LIABILITIES	81,177	208,594	6,554	3,810	346,175	-	134,060	3,529	150,902	934,801
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,287	8,061	3,442	2,954	37,705	-	-	233	3,170	94,852
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,112	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	39,287	8,061	3,442	2,954	37,705	-	-	233	5,282	96,964
NET POSITION										
Net investment in capital assets	20,124	(91,673)	(679)	2,730	(3,334)	-	-	233	3,546	(69,053)
Restricted	2,005	14,933	2,450	-	10,273	-	-	-	-	29,661
Unrestricted	(979)	78,700	(1,392)	(2,463)	25,847	-	(20,388)	3,314	4,828	87,467
TOTAL NET POSITION	21,150	1,960	379	267	32,786	-	(20,388)	3,547	8,374	48,075
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 141,614	\$ 218,615	\$ 10,375	\$ 7,031	\$ 416,666	\$ -	\$ 113,672	\$ 7,309	\$ 164,558	\$ 1,079,840

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Seven Months Ended January 31, 2024											
GENERATING & TRANSMISSION RESOURCES											
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
OPERATING REVENUES											
Participants	\$ 14,961	\$ 8,087	\$ 2,987	\$ 1,756	\$ 37,690	\$ -	\$ 246,229	\$ 12,757	\$ 1,828	\$ 326,295	
Other Third-Party	19,627	23,369	1,073	1,201	62,007	-	58,550	2,640	-	168,467	
TOTAL OPERATING REVENUES	34,588	31,456	4,060	2,957	99,697	-	304,779	15,397	1,828	494,762	
OPERATING EXPENSES											
Purchased power	166	2,694	55	296	2,185	-	215,757	-	-	221,153	
Operations	11,070	3,209	1,250	991	50,370	-	3,076	7,519	-	77,485	
Transmission	259	228	2	3	457	-	105,549	3	-	106,501	
Depreciation & amortization	2,304	5,552	1,288	197	8,258	-	-	90	236	17,925	
Maintenance	9,361	4,894	583	1,114	3,337	-	-	109	-	19,398	
Administrative and general	3,846	2,804	463	565	3,878	-	-	5,441	(1,835)	15,162	
Intercompany (sales) purchases, net*	(524)	211	39	51	229	-	-	(6)	-	-	
TOTAL OPERATING EXPENSES	26,482	19,592	3,680	3,217	68,714	-	324,382	13,156	(1,599)	457,624	
NET OPERATING REVENUES	8,106	11,864	380	(260)	30,983	-	(19,603)	2,241	3,427	37,138	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(192)	(3,438)	88	-	(7,393)	-	-	-	-	(10,935)	
Interest income	4,010	2,295	124	97	2,649	-	3,259	165	8,141	20,740	
Other	-	29	1,134	-	3,403	-	(275)	-	718	5,009	
TOTAL NON OPERATING (EXPENSES) REVENUES	3,818	(1,114)	1,346	97	(1,341)	-	2,984	165	8,859	14,814	
FUTURE RECOVERABLE AMOUNTS	(613)	(12,085)	(1,788)	-	(553)	-	-	-	-	(15,039)	
REFUNDS TO PARTICIPANTS	166	(794)	(416)	(246)	(917)	-	(3,340)	(4,160)	(5,486)	(15,193)	
INCREASE (DECREASE) IN NET POSITION	11,477	(2,129)	(478)	(409)	28,172	-	(19,959)	(1,754)	6,800	21,720	
NET POSITION, Beginning of year	9,673	4,089	857	676	4,614	-	(429)	5,301	1,574	26,355	
NET POSITION, Period ended	\$ 21,150	\$ 1,960	\$ 379	\$ 267	\$ 32,786	\$ -	\$ (20,388)	\$ 3,547	\$ 8,374	\$ 48,075	

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 1,928,571
PAST DUE:			
1 - 30	City of Vernon	Vendor Support Services	339,535 *
	City of Vernon	Vendor Support Services	11,668 *
31 - 60	Calpine Geysers	Effluent O&M July 2023	190,777 **
	Calpine Geysers	Effluent O&M August 2023	213,392 **
	Calpine Geysers	Effluent O&M September 2023	158,897 **
61 - 90	Calpine Geysers	Effluent O&M June 2023	376,749 **
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 3,219,588</u>

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

***NCPA issued payment demand letter including request for payment of accrued interest in accordance with the SEGEP Steam Suppliers Joint Operating Agreement 07251995 as Amended.*

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

**Schedule of Disbursements
(Unaudited)**

For the Month of January 2024

Operations:

Geothermal	\$ 3,077,754
Hydroelectric	3,091,172
CT#1 Combustion Turbines	99,493
CT#2 STIG	686,564
Lodi Energy Center	9,844,891
NCPA Operating	<u>39,023,390</u>
Total	<u>\$ 55,823,264</u>



11

Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

BACKGROUND:

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

Cash – At month end cash totaled \$862,348 of which approximately \$595 was applicable to Special and Reserve Fund Deposits, \$2,883 to Debt Service and \$858,870 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$344,531,026 at month end. The current market value of the portfolio totaled \$334,832,995.

The overall portfolio had a combined weighted average interest rate of 3.596% with a bond equivalent yield (yield to maturity) of 3.646%. Investments with a maturity greater than one year totaled \$171,509,000. January maturities totaled \$32,747,003 and monthly receipts totaled \$55 million. During the month \$36 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 1 basis point from 5.44% to 5.45% and rates on one-year T-Bills decreased 1 basis point from 4.81% to 4.80%.

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

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report January 31, 2024

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JANUARY 31, 2024

TABLE OF CONTENTS

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

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 852,215	\$ 134,783,090	\$ 135,635,305	39.27%
Special Deposits	6,655	-	6,655	0.00%
Debt Service	2,883	32,388,387	32,391,270	9.38%
Special & Reserve	595	177,359,549	177,360,144	51.35%
	<u>\$ 862,348</u>	<u>\$ 344,531,026</u>	<u>\$ 345,393,374</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 334,832,995</u>
---------------------------------------	-----------------------

NOTE A - Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 53,763,234	\$ 446,714	\$ 9,509,002	\$ (23,006,999)	\$ (7,204,638)	\$ (33,217,385)	\$ 289,928
Special Deposits	306,328	-	-	(24,551,038)	-	24,237,836	(6,874)
Debt Service	1,296,721	2	15,309,171	(3,641,596)	(18,277,730)	5,312,265	(1,167)
Special & Reserve	-	474,077	7,928,830	(1,296,721)	(10,773,647)	3,667,284	(177)
	<u>\$ 55,366,283</u>	<u>\$ 920,793</u>	<u>\$ 32,747,003</u>	<u>\$ (52,496,354)</u>	<u>\$ (36,256,015)</u>	<u>\$ -</u>	<u>\$ 281,710</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
January 31, 2024**

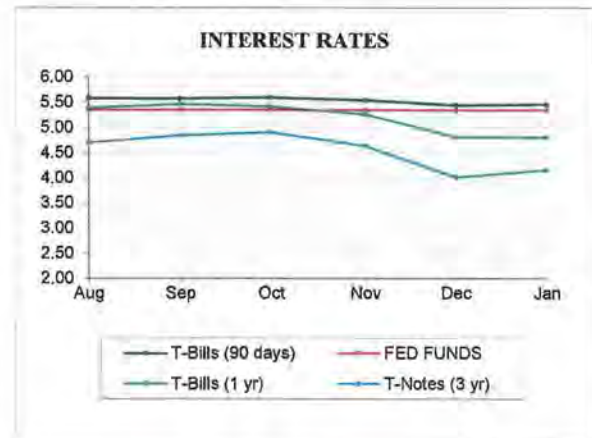
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 7,204,638	\$ (9,509,002)	\$ 89	\$ -	\$ -	\$ (2,304,275)
Special Deposits	-	-	-	-	-	-
Debt Service	18,277,730	(15,309,171)	120,687	-	-	3,089,246
Special & Reserve	10,773,647	(7,928,830)	19,911	-	-	2,864,728
	<u>\$ 36,256,015</u>	<u>\$ (32,747,003)</u>	<u>\$ 140,687</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,649,699</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(140,687)</u>
Net Change in Investment –Before Non-Cash Activity						<u><u>\$ 3,509,012</u></u>

NOTE A -Investment amounts shown at book carrying value.

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

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>3.596%</u></u>	<u><u>3.646%</u></u>
OPERATING FUNDS:	3.681%	3.696%
PROJECTS:		
Geothermal	2.292%	2.421%
Capital Facilities	5.060%	5.228%
Hydroelectric	3.926%	4.090%
Lodi Energy Center	3.622%	3.654%

<u>KEY INTEREST RATES</u>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	5.33%	4.33%
T-Bills (90da.)	5.45%	4.72%
Agency Disc (90da.)	5.26%	4.69%
T-Bills (1yr.)	4.80%	4.69%
Agency Disc (1yr.)	4.55%	4.67%
T-Notes (3yr.)	4.15%	3.87%



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

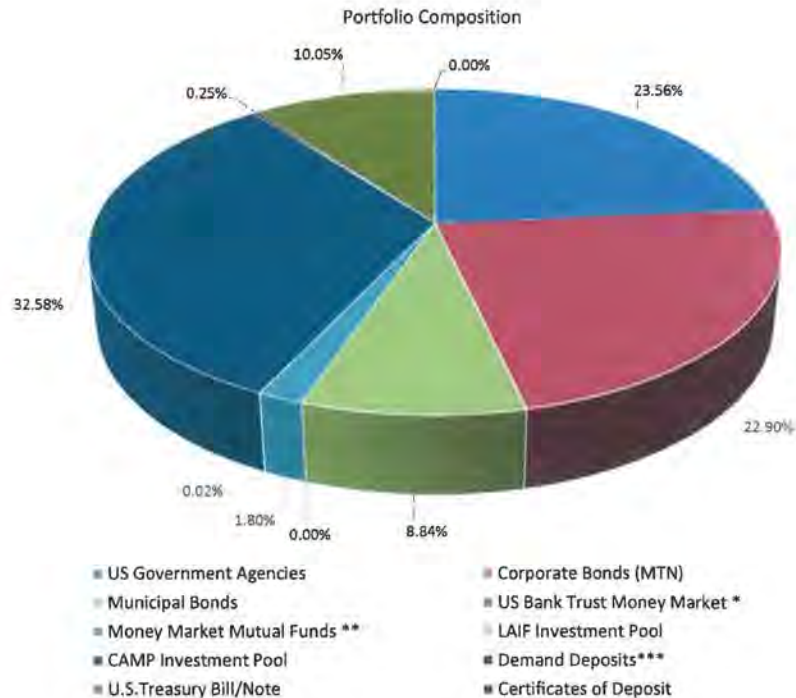
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 1,290	\$ 1,300	\$ 6,932	\$ 4,221	\$ 1,820	\$ 55,989	\$ 10,182	\$ 81,734	23.56%
Corporate Bonds (MTN)	1,440	628	185	-	1,965	75,189	-	79,407	22.90%
Municipal Bonds	-	-	-	2,915	1,180	23,575	2,985	30,655	8.84%
US Bank Trust Money Market *	4	-	-	-	-	-	-	4	0.00%
Money Market Mutual Funds **	6,236	-	-	-	-	-	-	6,236	1.80%
LAIF Investment Pool	53	-	-	-	-	-	-	53	0.02%
CAMP Investment Pool	113,008	-	-	-	-	-	-	113,008	32.58%
Demand Deposits***	852	-	-	-	-	-	-	852	0.25%
U.S.Treasury Bill/Note	425	-	30,856	-	-	3,589	-	34,870	10.05%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 123,308	\$ 1,938	\$ 37,973	\$ 7,136	\$ 4,965	\$ 158,342	\$ 13,167	\$ 346,829	100.00%
Total Percents	35.55%	0.56%	10.95%	2.06%	1.43%	45.65%	3.80%	100.00%	

Investments are shown at Face Value, in thousands.

* Uninvested debt service balances at U.S. Bank Global Trust and Custody are swept into U.S. Bank unrated money market demand deposit investment products.

** Money market mutual fund investments held at U.S. Bank and U.S. Bank Global Trust and Custody are invested in short-term U.S. Treasury obligations, including repurchase agreements secured by U.S. Treasury obligations and short-term U.S. government securities, including repurchase agreements secured by U.S. government securities respectively.

*** The cash balance held at US Bank includes outstanding checks that have not yet cleared.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
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Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	2.550		0		1	2.550	0	SYS70101	70101	0
First American Govt	USBGC	38,794	5.260		38,784		1	5.260	38,794	SYS70014	70014	38,794
First American Funds	USB	5,445,000	5.178		5,445,000		1	5.178	5,445,000	SYS70102	70102	5,445,000
California Asset Mgm	CMP	59,563,008	5.550	10/19/2018	59,563,008		1	5.550	59,563,008	SYS70070	70070	59,563,008
Local Agency Investm	LAIF	52,724	3.935		52,724		1	3.935	52,724	SYS70000	70000	52,724
US Bank	USB	852,215	0.001		852,215		1	0.001	852,215	SYS70050	70050	852,215
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	0	3.561	500,000	46625HJT8	28760	500,000
Federal Farm Credit	USBGC	200,000	5.125	02/28/2023	199,964	02/28/2024	27	5.143	199,962	3133EPCB9	27554	199,997
US Bank	USB	10,000	0.050	01/07/2024	10,000	04/07/2024	66	0.050	10,000	SYS30336	30336	10,000
American Honda Finan	USBGC	185,000	0.550	04/17/2023	176,124	07/12/2024	162	4.586	180,987	02665WDS7	27575	181,789
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	182	0.878	489,760	275282PR6	27105	500,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	304	0.584	579,090	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	361	1.846	488,905	90331HMS9	26947	504,487
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	05/15/2025	500	0.730	246,303	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	516	0.609	472,280	562112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	516	0.990	474,635	71884AF20	27058	500,000
Wisconsin Depl Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	516	0.787	472,930	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	517	2.145	947,340	58217GEJ4	27375	983,706
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	547	0.992	947,510	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	656	0.542	933,220	3135GA4P3	27137	1,001,904
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	690	0.825	230,388	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	719	0.699	459,390	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	755	0.500	347,171	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	757	2.248	967,940	3130AQZV8	27386	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	758	4.200	99,012	17275RBC5	27480	99,550
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	767	0.800	1,021,988	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,680	05/15/2026	834	1.079	464,265	91324PEC2	27230	500,779
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	847	1.250	1,543,974	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	881	1.181	230,585	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	881	1.201	231,778	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	896	1.050	457,810	57629WDE7	27247	501,791
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	926	1.272	91,790	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	928	0.875	458,880	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	928	1.150	888,900	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	937	1.250	670,433	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	956	1.227	459,655	14913R2Q9	27288	499,023
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	956	1.225	472,670	24422EVB2	27294	512,976
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	970	0.900	576,236	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.612	10/14/2021	1,491,180	09/28/2026	970	1.635	1,343,965	75951AAQ1	27292	1,495,269
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	973	1.260	475,395	70450YAD5	27293	517,897



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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 Value
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,893	10/25/2026	997	1.567	1,409,497	872898AA9	27330	1,532,277
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,012	1.475	1,758,060	74460DAG4	27336	1,911,249
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	1,062	1.509	47,134	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	1,092	1.700	2,829,630	3130AQN66	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	1,245	4.841	453,166	3130ASH44	27559	453,007
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,291	4.944	510,341	30303M8B1	27483	502,255
Amazon.com Inc.	USBGC	600,000	3.150	09/21/2022	573,894	09/22/2027	1,298	4.136	576,546	023135BC9	27455	581,117
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,475	4.757	1,087,930	872287AL1	27597	1,084,715
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,513	4.648	907,850	02665WDW8	27598	902,540
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,519	4.634	754,778	58769JAG2	27572	754,570
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,565	4.761	505,135	30303M8L9	27614	496,916
Federal Home Loan Ba	USBGC	1,000,000	4.800	08/23/2023	1,000,000	06/23/2028	1,604	4.800	993,900	3130AWE55	27606	1,000,000
Fund Total and Average		\$ 98,029,741	4.314		\$ 98,015,759		300	4.314	\$ 96,220,875			\$ 97,994,555

MPP GHG Auction Acct

California Asset Mgm	CMP	1,770,788	5.550	09/13/2022	1,770,788		1	5.550	1,770,788	SYS70076	70076	1,770,788
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70045	70045	0
Fund Total and Average		\$ 1,770,788	5.550		\$ 1,770,788		1	5.550	\$ 1,770,788			\$ 1,770,788

SCPA Balancing Account

First American Govt.	USBGC	3,000	5.260		3,000		1	5.260	3,000	SYS70023	70023	3,000
California Asset Mgm	CMP	17,987,535	5.550	05/27/2022	17,987,535		1	5.550	17,987,535	SYS70072	70072	17,987,535
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70022	70022	0
Federal Farm Credit	USBGC	500,000	5.125	02/28/2023	499,909	02/28/2024	27	5.143	499,905	3133EPCB9	27555	499,993
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	425	0.600	488,735	586145F74	27113	513,499
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	455	0.649	99,674	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	455	0.649	280,858	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	486	0.952	475,605	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	516	0.932	472,760	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	516	0.609	472,280	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	606	0.530	1,916,942	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	606	0.530	1,921,383	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	738	0.699	464,380	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	742	0.530	463,760	3130AKWA0	27164	499,898
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	747	0.650	923,282	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	755	0.500	115,724	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	756	0.630	927,210	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	767	0.800	1,532,982	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	875	1.199	448,475	08048WM64	27227	500,000



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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	896	1.050	457,810	57829WDE7	27248	501,791
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	937	1.250	44,696	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	997	1.567	184,852	872898AA9	27331	200,954
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,012	1.569	253,124	74460DAG4	27311	274,499
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,012	1.475	230,113	74460DAG4	27337	250,163
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	1,062	1.509	94,267	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,075	1.731	486,575	24422EWA3	27362	524,542
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	1,092	1.691	282,963	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.500	04/29/2022	500,000	04/29/2027	1,183	4.219	496,815	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	1,185	4.110	498,480	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,277	3.509	126,578	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	05/18/2023	267,654	08/01/2027	1,277	4.730	277,599	250375LS9	27602	272,555
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,301	4.200	365,120	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,371	4.759	1,035,350	09261BAJ9	27541	1,037,855
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/28/2023	284,544	02/22/2028	1,482	5.003	280,682	233851DF8	27607	286,527
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,519	4.634	125,796	58769JAG2	27573	125,762
Fund Total and Average		\$ 35,685,535	3.617		\$ 35,740,497		397	3.585	\$ 34,745,310			\$ 35,696,571

General Operating Reserve

First American Govt.	USBGC	524,563	5.260		524,563		1	5.260	524,563	SYS70019	70019	524,563
California Asset Mgm	CMP	24,660,094	5.550	12/14/2018	24,660,094		1	5.550	24,660,094	SYS70071	70071	24,660,094
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70000	70002	0
US Bank	USB	0	0.000	07/01/2023	0		1	0.000	0	SYS70051	70051	0
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	0	3.535	500,000	46625HJT8	26757	500,000
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	4	2.093	439,916	81158HHV5	26906	440,060
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	182	0.820	553,429	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	182	1.058	1,475,925	438687KT1	26980	1,502,841
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	274	0.665	242,373	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	316	0.830	1,788,532	3130A3GE8	26962	1,849,638
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	361	1.846	488,905	90331HMS9	26951	504,487
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	380	1.161	484,185	384802AE4	27000	503,469
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	380	1.217	484,185	384802AE4	27005	503,183
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	425	0.600	488,735	586145F74	27114	513,499
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	425	1.038	963,270	898559QD3	27005	1,003,959
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	455	0.750	502,486	447025A56	27112	527,636
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	486	0.866	958,110	438516CB0	27008	1,006,290
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	486	1.299	407,824	471376FJ7	27011	426,317
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	500	1.033	1,471,980	740189AM7	27017	1,546,360
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	508	1.050	702,540	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	516	0.845	472,760	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	516	0.774	472,930	977123X78	27042	500,000



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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 Value
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	517	2.145	3,789,360	59217GEJ4	27376	3,934,824
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	547	0.940	772,221	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	564	0.600	940,800	3138G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	594	0.570	937,290	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	606	0.530	1,874,520	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	606	0.530	1,612,294	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	606	0.520	937,050	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	634	0.540	466,230	3134GVW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	663	0.798	921,480	08048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	669	0.560	465,080	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	678	1.060	1,410,940	40139LBC6	27223	1,514,900
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	690	0.825	230,388	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	698	0.599	464,320	3135G06Q1	27141	500,383
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/09/2026	738	0.699	464,380	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	747	0.650	923,282	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	769	1.054	580,394	808513BF1	27220	628,007
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	774	0.841	928,770	3130ALEL4	27203	998,932
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	781	1.000	159,208	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	788	1.010	931,490	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	790	1.119	465,475	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	810	1.084	470,870	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	08/28/2021	551,826	05/15/2026	834	1.079	510,692	91324PEC2	27232	550,856
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	847	1.250	1,006,308	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	08/28/2021	1,250,000	08/25/2026	875	1.199	1,121,188	08048WM84	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	881	1.590	343,971	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	896	1.050	915,620	57629WDE7	27249	1,003,582
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	957	3.000	391,499	437076BN1	27387	406,142
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	985	1.235	92,105	24422EVM6	27297	100,169
Nationwide Bldg Soci	USBGC	2,035,000	1.500	08/16/2022	1,792,286	10/13/2026	985	4.569	1,855,126	63859UBH5	27420	1,883,479
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	997	1.567	785,621	872898AA9	27333	854,056
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,012	1.490	1,458,913	74460DAG4	27308	1,585,414
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,012	1.569	335,964	74460DAG4	27312	364,330
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,012	1.475	979,359	74460DAG4	27339	1,064,696
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,033	1.500	1,051,159	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	1,062	1.509	141,401	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,075	1.731	405,943	24422EWA3	27363	437,618
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,092	3.375	465,550	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	08/18/2022	993,208	04/13/2027	1,167	4.123	1,000,079	023135CF1	27419	1,005,599
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,176	3.628	1,731,025	872898AF8	27404	1,782,753
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,204	4.122	999,448	747525AU7	27421	1,008,230
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,230	3.631	490,825	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,291	4.944	261,962	30303M8B1	27484	257,811



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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
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,298	4.136	72,068	023135BC9	27457	72,640
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,350	4.750	1,026,950	3133EPYM1	27659	1,000,000
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,461	4.962	815,139	13063DC48	27658	795,391
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,549	03/01/2028	1,490	4.888	204,445	4423317B4	27677	201,051
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,504	4.816	534,623	525876WS3	27641	525,050
NYC Transitional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,551	4.922	2,337,895	64971X7J1	27639	2,286,647
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,643	4.352	243,866	223093VR3	27704	243,430
Fund Total and Average		\$ 82,510,282	2.912		\$ 82,357,429		533	2.968	\$ 79,427,328			\$ 82,117,009
GRAND TOTALS:		\$ 217,996,346	3.681		\$ 217,884,473		401	3.696	\$ 212,164,301.			\$ 217,580,923

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2024

Callable Dates:

Inv #		Inv #	
26906	USBANK Anytime	27169	APPL Anytime starting 1/8/2026
26947	USBANK Anytime starting 12/27/2024	27171	JPM Quarterly
26951	USBANK Anytime starting 12/27/2024	27172	JPM Quarterly
26980	HON Anytime	27178	LOUIS Anytime
27011	JAS 6/1/2024	27195	FHLB Quarterly
27024	JPM Quarterly starting 6/23/2024	27200	FFCB Anytime
27041	WISTRN Anytime	27201	FFCB Anytime
27042	WISTRN Anytime	27203	FHLB Quarterly
27055	CASWTR Anytime	27213	FHLB Quarterly
27056	FNMA Quarterly	27216	ORSGEN Anytime
27058	PHOGEN Anytime	27225	BAC Semi-annually
27071	FAMC Semi-annually	27226	BAC Semi-annually
27072	CASHGR Anytime	27227	BAC Semi-annually
27077	FFCB Anytime	27228	BAC Semi-annually
27078	FFCB Anytime	27251	JPM Annually
27079	FFCB Anytime	27252	FHLB Quarterly
27080	FFCB Anytime	27255	BAC Semi-annually
27081	FHLB Anytime	27256	BAC Semi-annually
27104	FHLMC Annually	27276	FHLB Quarterly
27110	CASMED Anytime	27313	JPM Quarterly
27113	MEMGEN Anytime	27329	NYSHGR Anytime
27114	MEMGEN Anytime	27398	FHLB Quarterly
27124	FFCB Anytime	27399	FHLB Quarterly
27125	BALGEN Anytime	27423	CTS Anytime
27126	BALGEN Anytime	27440	ALA Anytime
27137	FNMA Annually	27441	FHLB Quarterly
27138	JPM Quarterly	27559	FHLB Quarterly
27139	JPM Quarterly	27560	ORS Anytime
27141	FNMA Quarterly	27606	FHLB Anytime starting 6/23/2025
27149	TOY 1/20/2025 and 7/20/2025	27639	NYCGEN Anytime
27164	FHLB Anytime	27657	FHLB Monthly
27168	APPL Anytime starting 1/8/2026		



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Geo 2016A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	275,000	5.050	12/29/2023	268,056	06/26/2024	146	5.252	269,442	313384YQ6	27684	269,368
U.S. Treasury	USBT	1,480,000	5.010	01/03/2024	1,443,750	06/27/2024	147	5.207	1,449,616	912796Y45	27694	1,449,723
Federal Home Loan Ba	USBT	297,000	5.029	01/29/2024	290,609	07/01/2024	151	5.212	290,787	313384YV5	27707	290,734
Fund Total and Average		\$ 2,052,000	5.018		\$ 2,002,415		147	5.214	\$ 2,009,845			\$ 2,009,825

Geothermal Special Reserve

First American Govt.	USBGC	5,000	5.260		5,000		1	5.260	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	645	0.460	1,398,124	3135G06G3	27167	1,496,045
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		643	0.476	\$ 1,403,124			\$ 1,501,045

Geo Decommissioning Reserve

First American Govt.	USBGC	71,266	5.260		71,266		1	5.260	71,266	SYS70034	70034	71,266
California Asset Mgmt	CMP	295,744	5.550	09/01/2022	295,744		1	5.550	295,744	SYS70074	70074	295,744
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70027	70027	0
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	274	1.846	326,367	78607QAY1	26977	333,202
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	380	1.161	411,557	384802AE4	27002	427,949
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	486	0.952	475,605	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	516	1.372	715,403	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	516	0.609	472,280	582112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	547	0.940	947,510	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	678	1.060	468,766	40139LBC6	27224	503,306
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	738	0.700	928,760	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	819	1.200	452,325	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	875	1.199	672,713	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	937	1.250	44,696	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	953	1.629	1,786,038	037833DN7	27361	1,914,935
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	956	1.227	137,897	14913R2Q9	27289	149,707
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	997	1.567	1,270,858	872868AA9	27334	1,381,561
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,012	1.490	704,144	74460DAG4	27309	765,200
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,012	1.475	1,585,015	74460DAG4	27340	1,723,126
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,185	3.882	739,185	64986QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	1,245	4.841	199,194	3130ASH44	27658	199,124
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	1,246	4.738	515,955	544485VX9	27626	511,982
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,316	4.125	1,391,628	931142EX7	27458	1,392,032
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,338	4.682	193,236	072031AP2	27627	191,298
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,350	4.750	154,043	3133EPYM1	27660	150,000
Infat Corp	USBGC	200,000	4.875	02/24/2023	198,252	02/10/2028	1,470	5.075	202,700	458140CE8	27553	198,582



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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
TCI Communications I	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,475	4.747	348,138	872287AL1	27599	347,241
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,475	4.650	361,846	02665WCE9	27604	359,473
Mercedes-Benz Fin, N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,519	4.634	125,796	58768JAG2	27574	125,762
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,796	5.220	209,815	562784AJ7	27676	202,894
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,220	2.076	511,571	64966QUX6	27219	583,764
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,465	4.870	177,622	13077DMR0	27482	173,573
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,566	1.360	829,170	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,574	1.460	793,191	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,574	1.482	489,824	31422XAU6	27246	599,114
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,696	3.439	1,404,897	3130ANUL2	27439	1,518,379
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,707	4.430	274,811	953107AK5	27512	277,698
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,735	1.704	1,652,980	3130AN7G9	27245	2,004,826
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,738	1.565	413,430	56781RKZ9	27272	505,017
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,738	4.780	259,693	675383TR4	27513	255,558
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,752	2.134	319,098	086518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,752	2.134	209,323	086518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,860	5.110	82,040	16772PCS3	27485	79,889
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,895	2.044	2,054,025	3133ENJZ4	27360	2,456,324
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,008	4.181	924,797	31422XXY3	27403	970,952
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	3,165	4.873	348,868	13063D220	27637	343,606
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,508	4.695	441,608	3130AWV23	27638	428,516
Fund Total and Average		\$ 30,206,010	2.198		\$ 29,824,694		1710	2.331	\$ 27,395,026			\$ 29,848,600
GRAND TOTALS:		\$ 33,758,010	2.292		\$ 33,329,905		1568	2.421	\$ 30,807,995.			\$ 33,359,470

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2024

Callable Dates:

Inv #		
26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime
27553	INTC	Anytime starting 1/10/2028
27626	LOSUTL	Anytime
27627	BAYUTL	Anytime
27678	MNBGEN	Anytime



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Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	402	0.010		402		1	0.010	402	SYS79017	79017	402
Federal Home Loan Ba	USBT	433,000	5.319	08/29/2023	423,018	02/01/2024	0	5.521	432,939	313384SN0	27633	433,000
Federal Home Loan Ba	USBT	429,000	5.280	09/28/2023	421,072	02/01/2024	0	5.454	428,940	313384SN0	27652	429,000
Federal Home Loan Ba	USBGC	428,000	5.300	10/25/2023	421,762	02/01/2024	0	5.453	427,940	313384SN0	27666	428,000
U.S. Treasury	USBGC	425,000	5.080	11/24/2023	420,861	02/01/2024	0	5.202	425,000	912797GE1	27675	425,000
U.S. Treasury	USBT	432,000	4.394	12/29/2023	421,717	07/11/2024	181	4.557	422,280	912797GB7	27689	423,510
Federal Home Loan Ba	USBT	401,000	4.959	01/29/2024	390,758	08/01/2024	182	5.169	391,216	313384A41	27712	390,924
Fund Total and Average		\$ 2,548,402	5.050		\$ 2,489,590		55	5.228	\$ 2,528,717			\$ 2,529,836
GRAND TOTALS:		\$ 2,548,402	5.050		\$ 2,489,590		55	5.228	\$ 2,528,717.			\$ 2,529,836

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2024



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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	140,227	5.260		140,227		1	5.260	140,227	SYS70031	70031	140,227
California Asset Mgm	CMP	4,681,918	5.550	09/01/2022	4,681,918		1	5.550	4,681,918	SYS70073	70073	4,681,918
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70028	70028	0
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	27	5.143	49,991	3133EPCB9	27556	49,999
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	64	2.988	207,261	58989V2C7	27385	208,180
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	64	2.988	415,514	58989V2C7	27386	417,356
Federal National Mtg	USBGC	500,000	5.000	01/26/2023	500,000	04/26/2024	85	5.006	499,540	3135GAE72	27514	500,000
Federal Home Loan Ba	USBGC	985,000	4.875	01/30/2023	987,778	06/14/2024	134	4.649	983,848	3130ATVC8	27520	985,748
U.S. Treasury	USBGC	795,000	0.375	01/30/2023	749,536	07/15/2024	165	4.468	778,138	91282CCL3	27527	780,699
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	182	1.029	245,040	592090GB4	27134	250,000
California Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	243	0.683	97,195	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	270	5.004	1,745,380	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	318	1.744	490,395	931142DV2	26950	503,768
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	407	4.296	500,105	3130AUZC1	27571	501,722
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	448	0.839	524,225	06406RAN7	27221	550,004
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	473	0.675	474,890	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	486	4.773	100,518	56052AH90	27605	100,284
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	516	5.007	94,790	592098X69	27676	94,647
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	543	5.000	995,770	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	547	1.229	237,880	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/16/2025	561	1.950	496,715	283734TC5	27131	517,532
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	589	4.904	181,337	3130AWS92	27625	179,910
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	608	0.765	122,105	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	635	5.053	995,960	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	635	5.023	995,910	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	637	5.003	995,860	3134GYFX5	27523	1,000,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	648	4.960	253,358	89236THK0	27608	251,805
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	663	0.798	921,480	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	678	0.615	467,125	3135G06J7	27136	500,317
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	690	0.825	460,775	46128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	698	0.576	464,320	3135G06Q1	27148	500,595
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	726	5.050	995,860	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	727	5.100	998,520	3130AUNJ9	27516	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	742	0.530	463,760	3130AKWA0	27165	499,898
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	747	5.150	999,270	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	754	4.226	511,324	58933YAY1	27526	513,344
Federal Home Loan Ba	USBGC	500,000	0.600	02/25/2021	500,000	02/25/2026	755	0.500	462,895	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.850	11/18/2022	33,672	02/28/2026	758	4.200	33,975	17275RBC5	27481	34,159
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,560	03/02/2026	760	3.996	200,970	3133EPCF0	27587	201,958
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	760	4.386	374,044	233851EC4	27588	377,181



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Capital Dev, Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Nestle Holdings Inc	USBGC	200,000	5.250	05/16/2023	202,680	03/13/2026	771	4.720	202,998	641062BK9	27603	202,069
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	810	1.090	470,870	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	834	1.082	464,265	91324PEC2	27231	500,779
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	881	4.385	249,543	040664HH0	27589	250,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	910	5.000	994,890	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	928	0.875	458,880	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	935	0.967	460,700	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/28/2021	50,000	08/28/2026	937	1.250	44,696	08048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	997	1.567	184,852	872898AA9	27332	200,954
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,012	1.475	230,113	74480DAG4	27338	250,163
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	1,052	1.509	471,335	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,298	4.136	144,137	023135BC9	27456	145,279
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,301	4.200	394,724	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	1,321	4.268	509,067	14913R2G1	27705	510,047
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,399	4.214	504,480	023135CP9	27706	505,859
Federal Home Loan Ba	USBGC	437,838	5.555	01/30/2023	438,276	01/27/2028	1,456	5.531	436,406	3130AUJJ4	27516	436,188
TCI Communications I	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,475	4.841	543,965	872287AL1	27716	541,422
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,704	4.540	544,675	244199AW5	27717	541,775
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,704	4.440	487,095	59333P3Q9	27718	485,825
Fund Total and Average		\$ 33,127,983	3.688		\$ 33,080,957		602	3.811	\$ 32,455,879			\$ 33,093,811

Hydro Debt Service

Federal Home Loan Ba	USBT	434,000	5.050	12/29/2023	423,042	06/26/2024	146	5.252	425,229	313384YQ6	27685	425,111
U.S. Treasury	USBT	2,232,000	5.010	01/03/2024	2,177,331	06/27/2024	147	5.207	2,186,177	912796Y45	27695	2,186,339
Federal Home Loan Ba	USBT	467,000	5.029	01/29/2024	456,951	07/01/2024	151	5.212	457,230	313384YV5	27708	457,147
Fund Total and Average		\$ 3,133,000	5.019		\$ 3,057,324		147	5.214	\$ 3,068,636			\$ 3,068,597

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,186,000	5.050	12/29/2023	1,156,054	06/26/2024	146	5.252	1,162,031	313384YQ6	27686	1,161,710
U.S. Treasury	USBT	6,116,000	5.010	01/03/2024	5,966,199	06/27/2024	147	5.207	5,990,439	912796Y45	27696	5,990,882
Federal Home Loan Ba	USBT	1,273,000	5.029	01/29/2024	1,245,609	07/01/2024	151	5.212	1,246,369	313384YV5	27709	1,246,142
Fund Total and Average		\$ 8,575,000	5.019		\$ 8,367,862		147	5.214	\$ 8,398,839			\$ 8,398,734

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	735,000	5.050	12/29/2023	716,441	06/26/2024	146	5.252	720,146	313384YQ6	27687	719,947
U.S. Treasury	USBT	936,000	5.010	01/03/2024	913,074	06/27/2024	147	5.207	916,784	912796Y45	27697	916,852
Federal Home Loan Ba	USBT	790,000	5.030	01/29/2024	773,001	07/01/2024	151	5.212	773,473	313384YV5	27710	773,333



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Hydro 2022A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fund Total and Average		\$ 2,461,000	5.028		\$ 2,402,516		148	5.222	\$ 2,410,403			\$ 2,410,132

Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	235,000	5.050	12/29/2023	229,066	06/26/2024	146	5.252	230,251	313384YQ6	27688	230,187
U.S. Treasury	USBT	1,197,000	5.010	01/03/2024	1,167,681	06/27/2024	147	5.207	1,172,426	912796Y45	27698	1,172,512
Federal Home Loan Ba	USBT	255,000	5.029	01/29/2024	249,513	07/01/2024	151	5.212	249,665	313384YV5	27711	249,620
Fund Total and Average		\$ 1,687,000	5.019		\$ 1,646,260		147	5.214	\$ 1,652,342			\$ 1,652,319

Hydro Special Reserve

First American Govl.	USBGC	5,000	5.260		5,000		1	5.260	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	645	0.460	1,395,124	3135G06G3	27166	1,496,045
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		643	0.476	\$ 1,403,124			\$ 1,501,045

Hydro 2012 DSRA

U.S. Treasury	USBT	16,000	4.936	07/28/2023	17,207	06/13/2024	133	5.179	17,662	912797F51	27625	17,672
U.S. Treasury	USBT	38,000	4.653	12/29/2023	37,111	06/27/2024	147	4.830	37,220	912796Y45	27693	37,278
U.S. Treasury	USBT	17,000	5.010	01/03/2024	16,584	06/27/2024	147	5.207	16,851	912796Y45	27701	16,652
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	150	2.551	1,848,713	9128286Z8	27388	1,869,030
Fund Total and Average		\$ 1,948,000	1.863		\$ 1,914,261		150	2.642	\$ 1,920,246			\$ 1,940,632
GRAND TOTALS:		\$ 52,431,983	3.926		\$ 51,971,976		451	4.090	\$ 51,309,469.			\$ 52,065,270

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2024

Callable Dates:

Inv #			Inv #		
26950	WMT	Anytime starting 10/15/2024	27514	FNMA	Quarterly
27004	FAMCA	Semi-annually	27516	FHLB	Quarterly
27131	ELPASO	Annually	27517	FHLB	Quarterly
27132	FFCB	Anytime	27518	FHLB	Quarterly
27135	CASDEV	Anytime	27519	FHLB	Quarterly
27136	FNMA	Quarterly	27521	FHLB	Quarterly
27140	JPM	Quarterly	27522	FHLMC	Quarterly
27165	FHLB	Anytime	27523	FHLMC	Quarterly
27221	BK	3/24/2025	27524	FHLMC	Quarterly
27253	FHLB	Quarterly	27536	FHLMC	Quarterly
27254	FHLB	Monthly	27542	FHLMC	Quarterly
27257	BAC	Semi-annually	27589	AZSHGR	Anytime
27442	FHLB	Quarterly			



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	171,396	5.550	09/13/2022	171,396		1	5.550	171,396	SYS70077	70077	171,396
Local Agency Investm		0	3.590	07/01/2023	0		1	3.690	0	SYS70046	70046	0
Fund Total and Average		\$ 171,396	5.550		\$ 171,396		1	5.550	\$ 171,396			\$ 171,396

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	807	0.010		807		1	0.010	807	SYS79004	79004	807
U.S. Treasury	USBT	1,323,000	5.050	01/03/2024	1,296,832	05/23/2024	112	5.223	1,301,726	912797HR1	27699	1,302,214
U.S. Treasury	USBT	51,000	5.140	12/05/2023	49,711	05/30/2024	119	5.346	50,132	912797HS9	27679	50,133
U.S. Treasury	USBT	685,000	5.010	12/29/2023	670,415	05/30/2024	119	5.190	673,341	912797HS9	27690	673,656
U.S. Treasury	USBT	473,000	5.110	01/29/2024	464,809	05/30/2024	119	5.272	464,950	912797HS9	27713	465,010
Fund Total and Average		\$ 2,532,807	5.051		\$ 2,482,574		115	5.224	\$ 2,490,956			\$ 2,491,820

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	822	0.010		822		1	0.010	822	SYS79012	79012	822
U.S. Treasury	USBT	3,262,000	5.140	12/05/2023	3,179,564	05/30/2024	119	5.346	3,206,481	912797HS9	27690	3,206,577
U.S. Treasury	USBT	683,000	5.010	12/29/2023	668,457	05/30/2024	119	5.190	671,375	912797HS9	27691	671,689
U.S. Treasury	USBT	776,000	5.110	01/29/2024	764,527	05/30/2024	119	5.272	764,758	912797HS9	27714	764,859
Fund Total and Average		\$ 4,723,822	5.115		\$ 4,613,370		119	5.311	\$ 4,643,436			\$ 4,643,947

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,892,000	5.110	12/06/2023	3,794,769	05/30/2024	119	5.313	3,825,758	912797HS9	27683	3,826,259
U.S. Treasury	USBT	691,000	5.010	12/29/2023	676,287	05/30/2024	119	5.190	679,239	912797HS9	27692	679,566
U.S. Treasury	USBT	699,000	5.110	01/29/2024	677,068	05/30/2024	119	5.272	677,273	912797HS9	27715	677,362
Fund Total and Average		\$ 5,272,000	5.097		\$ 5,148,124		119	5.292	\$ 5,182,270			\$ 5,183,177

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	953	0.010		953		1	0.010	953	SYS79005	79005	953
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	225	4.468	19,981	3130ATVD6	27588	20,048
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	760	0.840	4,122,248	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	08/12/2026	862	0.799	138,780	3130AN4T4	27270	150,260
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	1,048	4.080	3,623,203	91282CJP7	27700	3,617,239
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,611	4.285	120,542	3130AWN63	27624	118,652
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,673	4.608	21,424	91282CHX2	27647	20,800
Fund Total and Average		\$ 8,330,953	2.434		\$ 8,358,699		899	2.309	\$ 8,047,131			\$ 8,357,952



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LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	435	0.010		435		1	0.010	435	SYS79006	79006	435
U.S. Treasury	USBT	132,000	5.140	12/05/2023	128,664	05/30/2024	119	5.346	129,753	912797HS9	27681	129,757
U.S. Treasury	USBT	2,168,000	5.000	01/16/2024	2,127,350	05/30/2024	119	5.166	2,131,101	912797HS9	27702	2,132,168
Fund Total and Average		\$ 2,300,435	5.007		\$ 2,256,449		119	5.176	\$ 2,261,289			\$ 2,262,360

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	484	0.010		484		1	0.010	484	SYS79013	79013	484
U.S. Treasury	USBT	51,000	5.140	12/05/2023	49,711	05/30/2024	119	5.346	50,132	912797HS9	27682	50,133
U.S. Treasury	USBT	842,000	5.000	01/16/2024	826,213	05/30/2024	119	5.166	827,669	912797HS9	27703	828,084
Fund Total and Average		\$ 893,484	5.005		\$ 876,408		119	5.174	\$ 878,285			\$ 878,701

LEC O & M Reserve

First American Govt.	USBGC	3,000	5.260		3,000		1	5.260	3,000	SYS70041	70041	3,000
California Asset Mgm	CMP	3,877,682	5.550	09/09/2022	3,877,682		1	5.550	3,877,682	SYS70075	70075	3,877,682
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70047	70047	0
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	27	5.143	49,991	3133EPCB9	27557	49,999
Federal Farm Credit	USBGC	2,050,000	5.375	09/15/2023	2,053,075	09/13/2024	225	5.217	2,054,756	3133EPVU6	27640	2,051,907
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	304	1.776	458,495	14912L6G1	26952	470,449
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	516	0.609	330,596	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	516	0.609	141,723	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	544	0.579	945,420	3136G4D75	27047	1,000,299
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	564	0.600	940,800	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	606	0.530	702,945	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	606	0.530	628,045	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	738	0.689	464,380	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	819	1.200	452,325	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	896	1.050	915,620	57629WDE7	27250	1,003,582
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	937	1.250	89,391	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	08/14/2026	956	1.227	459,655	14913R2Q9	27290	499,023
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	997	1.567	785,621	872898AA9	27335	854,056
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,012	1.490	474,032	74460DAG4	27310	515,135
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,012	1.475	979,359	74460DAG4	27341	1,064,696
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,216	3.654	179,688	088006KB6	27424	185,918
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,482	5.003	266,459	233851DF8	27609	262,649
Fund Total and Average		\$ 15,869,682	2.810		\$ 15,884,446		514	2.774	\$ 15,199,983			\$ 15,858,395

GRAND TOTALS:	\$ 40,094,579	3.622	\$ 39,791,656	439	3.654	\$ 38,874,746.	\$ 39,847,748
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*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.
Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2024

Callable Dates:

Inv #

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



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Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Treasurer's Report for Month Ended February 29, 2024

AGENDA CATEGORY: Consent

FROM: Sondra Ainsworth  **METHOD OF SELECTION:**

Treasurer-Controller N/A

Division: Administrative Services

Department: Accounting & Finance

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for February 29, 2024.

BACKGROUND:

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

Cash – At month end cash totaled \$3,496,372 of which approximately \$595 was applicable to Special and Reserve Fund Deposits, \$3,152 to Debt Service and \$3,492,625 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$336,300,449 at month end. The current market value of the portfolio totaled \$325,556,802.

The overall portfolio had a combined weighted average interest rate of 3.502% with a bond equivalent yield (yield to maturity) of 3.551%. Investments with a maturity greater than one year totaled \$176,424,000. February maturities totaled \$28,449,169 and monthly receipts totaled \$48 million. During the month \$20 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills remained unchanged at 5.45% and rates on one-year T-Bills increased 19 basis points from 4.80% to 4.99%.

To the best of my knowledge and belief, all securities held by NCPA as of February 29, 2024 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet cash requirements for the next six months.

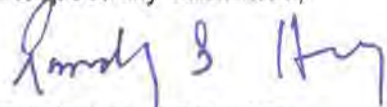
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report February 29, 2024

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

FEBRUARY 29, 2024

TABLE OF CONTENTS

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LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
February 29, 2024**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 3,477,880	\$ 122,204,720	\$ 125,682,600	36.99%
Special Deposits	14,745	-	14,745	0.00%
Debt Service	3,152	37,741,397	37,744,549	11.11%
Special & Reserve	595	176,354,332	176,354,927	51.90%
	\$ 3,496,372	\$ 336,300,449	\$ 339,796,821	100.00%

Portfolio Investments at Market Value

\$ 325,556,802

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
February 29, 2024**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 45,771,852	\$ 464,206	\$ 19,778,874	\$ (33,821,883)	\$ (7,200,176)	\$ (22,367,208)	\$ 2,625,665
Special Deposits	1,973,557	-	-	(20,367,107)	-	18,401,640	8,090
Debt Service	-	1	1,715,000	(120,375)	(6,932,718)	5,338,361	269
Special & Reserve	-	336,466	6,955,295	-	(5,918,968)	(1,372,793)	-
	\$ 47,745,409	\$ 800,673	\$ 28,449,169	\$ (54,309,365)	\$ (20,051,862)	\$ -	\$ 2,634,024

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 29, 2024**

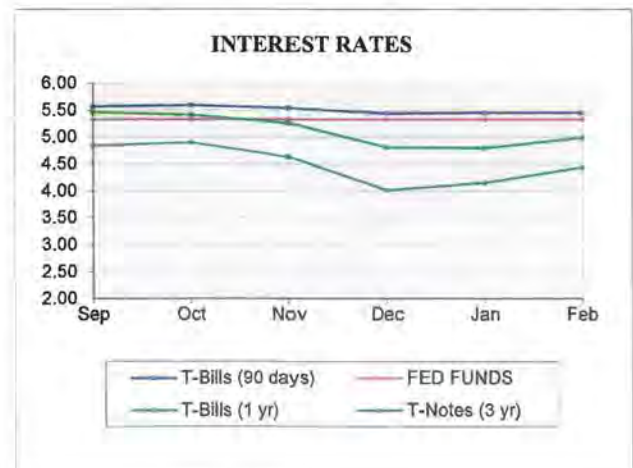
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 7,200,176	\$ (19,778,874)	\$ 328	\$ -	\$ -	\$ (12,578,370)
Special Deposits	-	-	-	-	-	-
Debt Service	6,932,718	(1,715,000)	135,291	-	-	5,353,009
Special & Reserve	5,918,968	(6,955,295)	31,110	-	-	(1,005,217)
	<u>\$ 20,051,862</u>	<u>\$ (28,449,169)</u>	<u>\$ 166,729</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (8,230,578)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(166,729)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (8,397,307)</u></u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
February 29, 2024

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.502%	3.551%
OPERATING FUNDS:	3.482%	3.511%
PROJECTS:		
Geothermal	2.337%	2.466%
Capital Facilities	4.916%	5.106%
Hydroelectric	3.802%	4.089%
Lodi Energy Center	3.699%	3.736%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	5.33%	4.58%
T-Bills (90da.)	5.45%	4.85%
Agency Disc (90da.)	5.26%	4.82%
T-Bills (1yr.)	4.99%	5.06%
Agency Disc (1yr.)	4.87%	5.12%
T-Notes (3yr.)	4.44%	4.45%



**Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
February 29, 2024**

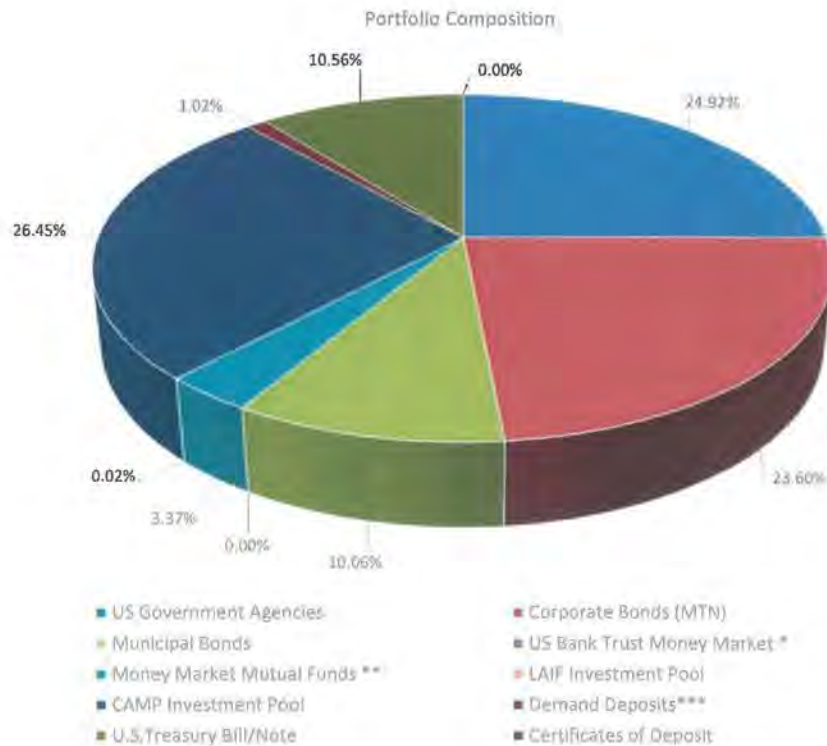
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 500	\$ 12,763	\$ 3,820	\$ 1,820	\$ 55,989	\$ 10,182	\$ 85,074	24.92%
Corporate Bonds (MTN)	-	628	185	-	3,390	76,414	-	80,617	23.60%
Municipal Bonds	-	-	2,815	680	600	27,265	2,985	34,345	10.06%
US Bank Trust Money Market *	5	-	-	-	-	-	-	5	0.00%
Money Market Mutual Funds **	11,521	-	-	-	-	-	-	11,521	3.37%
LAIF Investment Pool	53	-	-	-	-	-	-	53	0.02%
CAMP Investment Pool	90,345	-	-	-	-	-	-	90,345	26.45%
Demand Deposits***	3,478	-	-	-	-	-	-	3,478	1.02%
U.S.Treasury Bill/Note	-	15,720	16,770	-	-	3,589	-	36,079	10.56%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 105,402	\$16,858	\$32,533	\$4,500	\$ 5,810	\$163,257	\$13,167	\$ 341,527	100.00%
Total Percents	30.85%	4.94%	9.53%	1.32%	1.70%	47.80%	3.86%	100.00%	

Investments are shown at Face Value, in thousands.

* Uninvested debt service balances at U.S. Bank Global Trust and Custody are swept into U.S. Bank unrated money market demand deposit investment products.

** Money market mutual fund investments held at U.S. Bank and U.S. Bank Global Trust and Custody are invested in short-term U.S. Treasury obligations, including repurchase agreements secured by U.S. Treasury obligations and short-term U.S. government securities, including repurchase agreements secured by U.S. government securities respectively.

*** The cash balance held at US Bank includes outstanding checks that have not yet cleared.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
02/29/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	2.550		0		1	2.550	0	SYS70101	70101	0
First American Govt.	USBGC	337,940	5.210		337,940		1	5.210	337,940	SYS70014	70014	337,940
First American Funds	USB	10,417,000	5.139		10,417,000		1	5.139	10,417,000	SYS70102	70102	10,417,000
California Asset Mgm	CMP	40,984,134	5.540	10/19/2018	40,984,134		1	5.540	40,984,134	SYS70070	70070	40,984,134
Local Agency Investm	LAIF	52,724	3.935		52,724		1	3.935	52,724	SYS70000	70000	52,724
US Bank	USB	3,477,880	0.001		3,477,880		1	0.001	3,477,880	SYS70050	70050	3,477,880
US Bank	USB	10,000	0.050	01/07/2024	10,000	04/07/2024	37	0.050	10,000	SYS30336	30336	10,000
American Honda Finan	USBGC	185,000	0.550	04/17/2023	176,124	07/12/2024	133	4.586	181,655	02665WDS7	27575	182,387
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	153	0.878	491,025	275282PR6	27105	500,000
CA St Dept of Wlr Re	USBGC	600,000	0.560	08/05/2020	600,000	12/01/2024	275	0.584	580,296	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	332	1.846	488,780	90331HMS9	26947	504,109
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	471	0.730	246,048	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	487	0.609	471,970	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	487	0.990	474,175	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	487	0.787	472,580	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	488	2.145	944,100	59217GEJ4	27375	984,663
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	518	0.992	946,170	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	627	0.542	929,480	3135GA4P3	27137	1,001,816
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	661	0.825	229,525	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	690	0.699	457,510	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	726	0.500	345,488	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	728	2.248	958,650	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	729	4.200	98,338	17275RBC5	27480	99,648
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	738	0.800	1,016,653	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	08/28/2021	501,660	05/15/2026	805	1.079	460,475	91324PEC2	27230	500,750
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	818	1.250	1,549,737	06048WMM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	852	1.181	229,338	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	852	1.201	230,480	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	867	1.050	455,410	57629WDE7	27247	501,730
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	897	1.272	91,260	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	899	0.875	455,550	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	899	1.150	883,450	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	908	1.250	666,098	06048WV22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	499,165	09/14/2026	927	1.227	455,805	14913R2Q9	27288	499,054
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	927	1.225	468,140	24422EV82	27294	512,563
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	941	0.900	571,788	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	941	1.635	1,337,520	75951AAQ1	27292	1,495,417
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	944	1.260	471,220	70450YAD5	27293	517,338
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	968	1.567	1,402,299	872898AA9	27330	1,532,055
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	983	1.475	1,743,524	74460DAG4	27336	1,911,211



Northern California Power Agency
Treasurer's Report
02/29/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	1,033	1.509	46,670	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	1,063	1.700	2,800,590	3130AQN66	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	09/30/2027	1,216	4.841	451,847	3130ASH44	27559	453,055
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,262	4.944	504,160	30303M8B1	27483	502,814
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,269	4.136	569,622	023135BC9	27455	581,559
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,446	4.757	1,078,670	872287AL1	27597	1,082,967
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,484	4.648	886,380	02665WDW8	27598	904,498
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,490	4.634	744,390	58769JAG2	27572	754,479
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,536	4.761	497,815	30303M8L9	27614	496,975
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	08/23/2028	1,575	4.800	992,470	3130AWE55	27606	1,000,000
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,782	4.483	492,385	24422EXH7	27731	500,331
Fund Total and Average		\$ 87,147,678	3.965		\$ 87,119,517		337	3.986	\$ 85,159,214			\$ 87,114,087

MPP GHG Auction Acct

California Asset Mgm	CMP	2,578,484	5.540	09/13/2022	2,578,484		1	5.540	2,578,484	SYS70076	70076	2,578,484
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70045	70045	0
Fund Total and Average		\$ 2,578,484	5.540		\$ 2,578,484		1	5.540	\$ 2,578,484			\$ 2,578,484

SCPA Balancing Account

First American Govt.	USBGC	537,988	5.210		537,988		1	5.210	537,988	SYS70023	70023	537,988
California Asset Mgm	CMP	18,072,798	5.540	05/27/2022	18,072,798		1	5.540	18,072,798	SYS70072	70072	18,072,798
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70022	70022	0
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	398	0.600	488,040	586145F74	27113	512,534
State of Wisconsin	USBGC	105,000	0.850	01/30/2023	105,000	05/01/2025	426	0.649	99,632	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.850	01/30/2023	295,000	05/01/2025	426	0.649	280,852	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	08/01/2025	457	0.952	475,580	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	487	0.932	472,420	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.810	09/18/2023	500,000	07/01/2025	487	0.809	471,970	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	577	0.530	1,913,875	3133EMB00	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	577	0.530	1,918,616	3133EMB04	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	709	0.689	482,210	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	489,750	02/12/2026	713	0.530	481,365	3130AKVA0	27164	489,903
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	718	0.710	935,462	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	726	0.500	115,163	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	727	0.630	922,510	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	738	0.800	1,524,980	3133EMS07	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	08/28/2021	500,000	06/25/2026	846	1.199	450,390	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	867	1.050	455,410	57629WDE7	27248	501,730
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	908	1.250	44,407	06048WN22	27256	50,000



Northern California Power Agency
Treasurer's Report
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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	968	1.567	183,908	872898AA9	27331	200,925
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	983	1.569	251,031	74460DAG4	27311	274,511
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	983	1.475	228,210	74460DAG4	27337	250,159
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	1,033	1.509	93,340	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,046	1.731	480,942	24422EWA3	27362	524,555
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	1,063	1.691	280,059	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.500	04/29/2022	500,000	04/29/2027	1,154	4.219	492,165	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	1,156	4.110	491,785	68609UBF1	27580	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,248	3.509	125,211	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	1,248	4.730	274,878	250375LS9	27602	273,206
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,272	4.200	362,903	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,342	4.759	1,021,950	09261BAJ9	27541	1,037,016
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,453	5.003	287,085	233851DF8	27607	286,803
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,490	4.634	124,065	58769JAG2	27573	125,746
Fund Total and Average		\$ 35,805,786	3.624		\$ 35,860,839		381	3.589	\$ 34,801,200			\$ 35,817,876

General Operating Reserve

First American Govt.	USBGC	24,031	5.210		24,031		1	5.210	24,031	SYS70019	70019	24,031
California Asset Mgm	CMP	22,693,480	5.540	12/14/2018	22,693,480		1	5.540	22,693,480	SYS70071	70071	22,693,480
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70000	70002	0
US Bank	USB	0	0.000	07/01/2023	0		1	0.000	0	SYS70051	70051	0
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	153	0.820	554,858	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	153	1.058	1,478,520	438687KT1	26980	1,502,201
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	245	0.665	242,695	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	287	0.830	1,786,603	3130A3GE8	26962	1,846,786
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	332	1.846	488,780	90331HMS9	26951	504,109
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	351	1.161	483,330	384802AE4	27000	503,191
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	351	1.217	483,330	384802AE4	27005	502,927
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	396	0.600	488,040	586145F74	27114	512,534
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	396	1.038	963,460	899559QD3	27006	1,003,677
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	426	0.750	501,579	447025A58	27112	526,794
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	457	0.866	955,740	438516CB0	27008	1,005,897
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	457	1.299	407,047	471376FJ7	27011	425,922
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	471	1.033	1,465,080	740189AM7	27017	1,543,545
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	479	1.050	701,603	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	487	0.645	472,420	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	487	0.774	472,580	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	488	2.145	3,776,400	59217GEJ4	27376	3,938,650
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	518	0.940	771,129	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	535	0.800	940,580	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	565	0.570	937,690	31422BV23	27071	1,000,000



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	577	0.530	1,871,820	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	577	0.530	1,609,714	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	577	0.520	934,740	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	605	0.540	466,320	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	634	0.798	923,930	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	640	0.560	464,900	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	649	1.060	1,405,407	40139LBC6	27223	1,515,129
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	661	0.825	229,525	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	669	0.599	462,180	3135G06Q1	27141	500,366
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	709	0.699	462,210	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	718	0.710	935,462	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	740	1.054	577,830	808513BF1	27220	628,085
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	745	0.841	924,220	3130ALEL4	27203	998,974
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	752	1.000	158,389	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	759	1.010	926,210	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	761	1.119	463,540	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	781	1.084	467,860	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	805	1.079	506,523	91324PEC2	27232	550,825
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	818	1.250	1,010,054	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	846	1.199	1,125,975	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	852	1.590	343,863	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	867	1.050	910,820	57629WDE7	27249	1,003,460
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	928	3.000	387,988	437076BN1	27387	406,423
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	956	1.235	91,287	24422EVW6	27297	100,164
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	956	4.569	1,847,454	63859UBH5	27420	1,886,155
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	968	1.567	781,609	872898AA9	27333	853,932
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	983	1.490	1,446,851	74460DAG4	27308	1,585,402
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	983	1.569	333,187	74460DAG4	27312	364,351
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	983	1.475	971,262	74460DAG4	27339	1,064,675
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,004	1.500	1,065,250	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	1,033	1.509	140,010	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,046	1.731	401,243	24422EWA3	27363	437,628
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,063	3.375	481,630	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,138	4.123	987,471	023135CF1	27419	1,006,235
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/28/2022	1,789,399	04/22/2027	1,147	3.628	1,714,935	872898AF8	27404	1,782,424
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,175	4.122	986,873	747525AU7	27421	1,008,906
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,201	3.631	484,890	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,262	4.944	258,790	30303M8B1	27484	258,098
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,269	4.136	71,203	023135BC9	27457	72,695
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,321	4.750	1,012,510	3133EPYM1	27859	1,000,000
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,432	4.962	808,524	13063DC48	27658	797,571
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,649	03/01/2028	1,461	4.888	202,283	4423317B4	27677	201,641



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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
Lenape NJ Regional H	USBGC	580,000	1.815	09/18/2023	519,230	03/15/2028	1,475	4.815	528,723	525878WS3	27641	528,363
NYC Transitional F	USBGC	2,315,000	4.800	09/14/2023	2,284,326	05/01/2028	1,522	4.922	2,311,018	64971X7J1	27639	2,287,399
Covina Valley Unifl	USBGC	285,000	2.340	01/19/2024	243,270	08/01/2028	1,614	4.352	240,848	223093VR3	27704	243,829
Los Angeles CCD	USBGC	600,000	1.608	02/08/2024	542,820	08/01/2028	1,614	3.947	537,240	54438CYM8	27727	543,635
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,736	4.357	554,964	16772PCP9	27729	564,200
State of Illinois	USBGC	500,000	5.250	02/08/2024	514,705	12/01/2028	1,736	4.561	504,565	452153GY9	27728	514,510
Fund Total and Average		\$ 80,803,136	2.829		\$ 80,533,644		559	2.917	\$ 77,423,085			\$ 80,337,444
GRAND TOTALS:		\$ 206,335,084	3.482		\$ 206,092,384		427	3.511	\$ 199,961,983.			\$ 205,847,901

*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 02/29/2024

Callable Dates:

Inv #	Inv #
26906 USBANK Anytime	27169 APPL Anytime starting 1/8/2026
26947 USBANK Anytime starting 12/27/2024	27171 JPM Quarterly
26951 USBANK Anytime starting 12/27/2024	27172 JPM Quarterly
26980 HON Anytime	27178 LOUIS Anytime
27011 JAS 6/1/2024	27195 FHLB Quarterly
27024 JPM Quarterly starting 6/23/2024	27200 FFCB Anytime
27041 WISTRN Anytime	27201 FFCB Anytime
27042 WISTRN Anytime	27203 FHLB Quarterly
27055 CASWTR Anytime	27213 FHLB Quarterly
27056 FNMA Quarterly	27216 ORSGEN Anytime
27058 PHOGEN Anytime	27225 BAC Semi-annually
27071 FAMC Semi-annually	27226 BAC Semi-annually
27072 CASHGR Anytime	27227 BAC Semi-annually
27077 FFCB Anytime	27228 BAC Semi-annually
27078 FFCB Anytime	27251 JPM Annually
27079 FFCB Anytime	27252 FHLB Quarterly
27080 FFCB Anytime	27255 BAC Semi-annually
27081 FHLB Anytime	27256 BAC Semi-annually
27104 FHLMC Annually	27276 FHLB Quarterly
27110 CASMED Anytime	27313 JPM Quarterly
27113 MEMGEN Anytime	27329 NYSHGR Anytime
27114 MEMGEN Anytime	27398 FHLB Quarterly
27124 FFCB Anytime	27399 FHLB Quarterly
27125 BALGEN Anytime	27423 CTS Anytime
27126 BALGEN Anytime	27440 ALA Anytime
27137 FNMA Annually	27441 FHLB Quarterly
27138 JPM Quarterly	27559 FHLB Quarterly
27139 JPM Quarterly	27560 ORS Anytime
27141 FNMA Quarterly	27606 FHLB Anytime starting 6/23/2025
27149 TOY 1/20/2025 and 7/20/2025	27639 NYCGEN Anytime
27164 FHLB Anytime	27657 FHLB Monthly
27168 APPL Anytime starting 1/8/2026	27727 LOSHGR Anytime
	27729 CHITRN Anytime



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Geo 2016A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	275,000	5.050	12/29/2023	268,056	06/26/2024	117	5.252	270,336	313384YQ5	27684	270,487
U.S. Treasury	USBT	1,480,000	5.010	01/03/2024	1,443,750	06/27/2024	118	5.207	1,454,781	912796Y45	27694	1,455,696
Federal Home Loan Ba	USBT	297,000	5.029	01/29/2024	290,609	07/01/2024	122	5.212	291,805	313384YV5	27707	291,937
Federal Home Loan Ba	USBGC	295,000	5.149	02/26/2024	289,683	07/01/2024	122	5.317	289,840	313384YV5	27733	289,851
Fund Total and Average		\$ 2,347,000	5.035		\$ 2,292,098		119	5.227	\$ 2,306,762			\$ 2,307,971

Geothermal Special Reserve

First American Govt.	USBGC	5,000	5.210		5,000		1	5.210	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	616	0.460	1,393,789	3135G06G3	27167	1,495,996
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		614	0.476	\$ 1,398,789			\$ 1,500,996

Geo Decommissioning Reserve

First American Govt.	USBGC	0	5.210		0		1	5.210	0	SYS70034	70034	0
California Asset Mgm	CMP	566,782	5.540	09/01/2022	566,782		1	5.540	566,782	SYS70074	70074	566,782
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70027	70027	0
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	245	1.846	326,235	78607QAY1	26977	332,846
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	351	1.161	410,831	384802AE4	27002	427,712
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	457	0.952	475,580	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	487	1.372	714,945	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	487	0.609	471,970	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	518	0.940	946,170	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	649	1.060	466,928	40139LBC6	27224	503,382
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	709	0.700	924,420	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	790	1.200	456,565	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	846	1.199	675,585	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	908	1.250	44,407	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	924	1.629	1,772,545	037833DN7	27361	1,914,299
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	927	1.227	136,742	14913R2Q9	27289	149,716
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	968	1.567	1,264,368	872898AA9	27334	1,381,361
Public Storage	USBGC	766,000	1.500	11/15/2021	766,360	11/09/2026	983	1.490	698,323	74460DAG4	27309	765,194
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	983	1.475	1,571,910	74460DAG4	27340	1,723,092
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,156	3.862	732,233	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	1,216	4.841	198,614	3130ASH44	27558	199,145
LA Depl. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	1,217	4.738	510,405	544495VX9	27626	511,689
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,287	4.125	1,372,350	931142EX7	27458	1,392,215
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,309	4.682	191,094	072031AP2	27627	191,495
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,321	4.750	151,877	3133EPYM1	27660	150,000



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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Intel Corp	USBGC	200,000	4.875	02/24/2023	199,252	02/10/2028	1,441	5.075	199,540	458140CE8	27553	198,611
TCI Communications I	USBGC	320,000	7.125	06/09/2023	351,606	02/15/2028	1,448	4.747	345,174	872287AL1	27599	346,679
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,446	4.650	356,351	02665WCE9	27604	359,793
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,490	4.634	124,065	58769JAG2	27574	125,746
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,767	5.220	208,859	562784AJ7	27678	203,438
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,191	2.078	505,323	64966QUX6	27219	583,780
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,436	4.870	174,678	13077DMR0	27482	174,023
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,537	1.360	814,750	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.480	02/18/2021	972,000	02/18/2031	2,545	1.480	779,116	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,545	1.482	480,936	31422XAU6	27246	599,125
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	08/20/2031	2,667	3.439	1,380,060	3130ANUL2	27439	1,520,428
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,678	4.430	270,768	953107AK5	27512	278,285
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,703	1.704	1,613,640	3130AN7G9	27245	2,004,773
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,709	1.565	405,935	56781RKZ9	27272	504,962
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,709	4.780	255,149	675383TR4	27513	256,163
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,723	2.134	313,606	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,723	2.134	205,690	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,831	5.110	80,465	16772PCS3	27485	79,997
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,866	2.044	2,018,225	3133ENJZ4	27360	2,456,784
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,979	4.181	911,596	31422XXY3	27403	970,993
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	3,136	4.873	342,888	13063D220	27637	343,427
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,479	4.695	429,201	3130AWW23	27638	428,573
Fund Total and Average		\$ 30,405,782	2.221		\$ 30,024,466		1670	2.353	\$ 27,296,894			\$ 30,051,610
GRAND TOTALS:		\$ 34,252,782	2.337		\$ 33,819,360		1518	2.466	\$ 31,002,445			\$ 33,860,477

*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 02/29/2024

Callable Dates:

Inv #			Inv #		
26977	SCRWTR	Anytime	27258	BAC	Semi-annually
27111	CASMED	Anytime	27403	FAMCA	Quarterly
27162	APPL	Anytime starting 1/8/2026	27405	NYC	Anytime
27163	FHLB	Quarterly	27439	FHLB	Monthly
27177	FAMCA	Semi-annually	27482	CASHGR	Anytime
27218	JPM	Annually	27485	CHITRN	Anytime
27219	NYC	Anytime	27553	INTC	Anytime starting 1/10/2028
27229	BAC	Semi-annually	27626	LOSUTL	Anytime
27245	FHLB	Anytime	27627	BAYUTL	Anytime
27246	FAMCA	Semi-annually	27678	MNBGEN	Anytime



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Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	826	0.010		826		1	0.010	826	SYS79017	79017	826
U.S. Treasury	USBT	432,000	4.394	12/29/2023	421,717	07/11/2024	132	4.557	423,848	912797GB7	27689	425,039
Federal Home Loan Ba	USBT	401,000	4.989	01/29/2024	390,758	08/01/2024	153	5.169	392,234	313384A41	27712	392,530
Federal Home Loan Ba	USBGC	431,000	5.119	02/26/2024	421,376	08/01/2024	153	5.309	421,578	313384A41	27738	421,621
U.S. Treasury	USBT	1,634,000	4.990	02/07/2024	1,594,138	08/01/2024	153	5.185	1,598,379	912797JU2	27719	1,599,347
Fund Total and Average		\$ 2,898,826	4.916		\$ 2,828,815		150	5.106	\$ 2,836,865			\$ 2,839,363
GRAND TOTALS:		\$ 2,898,826	4.916		\$ 2,828,815		150	5.106	\$ 2,836,865			\$ 2,839,363

*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 02/29/2024



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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	128,850	5.210		128,850		1	5.210	128,850	SYS70031	70031	128,850
California Asset Mgm	CMP	1,316,411	5.540	09/01/2022	1,316,411		1	5.540	1,316,411	SYS70073	70073	1,316,411
Local Agency Investm	LAIF	0	3.590	07/01/2023	0		1	3.590	0	SYS70028	70028	0
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	35	2.988	209,076	58989V2C7	27385	209,564
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	35	2.988	417,148	58989V2C7	27386	418,127
Federal National Mtg	USBGC	500,000	5.000	01/26/2023	500,000	04/26/2024	56	5.006	499,580	3135GAE72	27514	500,000
Federal Home Loan Ba	USBGC	985,000	4.875	01/30/2023	987,778	06/14/2024	105	4.649	983,375	3130ATVC8	27520	985,579
U.S. Treasury	USBGC	795,000	0.375	01/30/2023	749,536	07/15/2024	136	4.468	780,563	91282CCL3	27527	783,378
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	153	1.029	245,643	592090GB4	27134	250,000
California Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	214	0.683	97,420	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	241	5.004	1,744,173	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	289	1.744	489,465	931142DV2	26950	503,408
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	378	4.296	497,970	3130AUZC1	27571	501,594
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	419	0.839	523,609	06406RAN7	27221	549,665
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	444	0.675	475,060	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	457	4.773	100,101	56052AH90	27605	100,266
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	487	5.007	94,707	592098X69	27676	94,962
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	514	5.000	993,910	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	516	1.229	237,483	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	532	1.950	494,565	283734TC5	27131	516,583
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	560	4.904	180,139	3130AWS92	27625	179,914
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	579	0.765	121,856	13034AL85	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	606	5.053	994,000	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	606	5.023	993,940	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	608	5.003	993,670	3134GYFX5	27523	1,000,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	619	4.960	251,450	89236TKK0	27608	251,720
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	634	0.798	923,930	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	649	0.615	485,020	3135G06J7	27136	500,303
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	661	0.825	459,050	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	669	0.576	462,180	3135G06Q1	27148	500,569
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	697	5.050	993,420	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	698	5.100	997,450	3130AUNJ9	27518	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	713	0.530	461,365	3130AKWA0	27165	499,903
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	718	5.150	997,240	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	725	4.226	508,437	58933YAY1	27526	514,824
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	726	0.500	460,650	3130AKXX9	27161	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	729	4.200	33,744	17275RBC5	27481	34,193
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	731	3.996	199,428	3133EPCF0	27587	201,880
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	731	4.386	371,756	233851EC4	27588	378,092
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	742	4.720	201,058	641062BK9	27603	201,988



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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 Value
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	781	1.090	467,860	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2028	805	1.082	460,475	91324PEC2	27231	500,750
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	852	4.385	247,533	040664HH0	27589	250,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	881	5.000	991,850	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	899	0.875	455,550	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	906	0.967	457,245	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	908	1.250	44,407	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	968	1.567	183,908	872898AA9	27332	200,925
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	983	1.475	228,210	74460DAG4	27338	250,159
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	1,033	1.509	466,700	3130AQER0	27344	500,000
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	1,217	4.610	472,469	341271AE4	27725	478,419
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/06/2027	1,222	4.784	541,981	74368CBP8	27732	548,785
San Bernardino City	USBGC	525,000	1.841	02/07/2024	479,068	08/01/2027	1,248	4.376	473,414	796711H36	27722	479,947
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,269	4.136	142,406	023135BC9	27456	145,390
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,272	4.200	392,328	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	1,292	4.268	502,478	14913R2G1	27705	511,427
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	1,292	4.427	440,770	14913R2G1	27724	446,165
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	1,309	4.206	504,470	419792J64	27726	510,362
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,352	4.415	438,340	110122DP0	27723	444,475
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,370	4.214	498,470	023135CP9	27706	505,732
Federal Home Loan Ba	USBGC	437,838	5.555	01/30/2023	438,276	01/27/2028	1,427	5.531	435,158	3130AUJJ4	27516	438,180
TCI Communications I	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,446	4.841	539,335	872287AL1	27716	540,567
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,614	4.346	169,363	7994082H1	27721	169,793
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,645	4.346	229,510	799017VM7	27720	231,765
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,675	4.540	538,920	244199AW5	27717	541,029
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,675	4.440	480,735	59333P3Q9	27718	486,078
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,774	4.590	568,230	89236TFT7	27730	575,726

Fund Total and Average	\$	33,841,099	3.386		\$	33,634,970	729	3.711	\$	32,767,007		\$	33,556,447
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Hydro Debt Service

Federal Home Loan Ba	USBT	434,000	5.050	12/29/2023	423,042	06/26/2024	117	5.252	426,639	313384YQ6	27685	426,877
U.S. Treasury	USBT	2,232,000	5.010	01/03/2024	2,177,331	06/27/2024	118	5.207	2,193,967	912796Y45	27695	2,195,347
Federal Home Loan Ba	USBT	467,000	5.029	01/29/2024	456,951	07/01/2024	122	5.212	458,832	313384YV5	27708	459,039
Federal Home Loan Ba	USBGC	465,000	5.149	02/26/2024	456,618	07/01/2024	122	5.317	456,867	313384YV5	27734	456,884

Fund Total and Average	\$	3,598,000	5.035		\$	3,513,942	119	5.228	\$	3,536,305		\$	3,538,147
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Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,166,000	5.050	12/29/2023	1,156,054	06/26/2024	117	5.252	1,165,885	313384YQ6	27686	1,168,535
U.S. Treasury	USBT	6,116,000	5.010	01/03/2024	5,966,199	06/27/2024	118	5.207	6,011,783	912796Y45	27696	6,015,565



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Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	1,273,000	5.029	01/29/2024	1,245,809	07/01/2024	122	5.212	1,250,735	313384YV5	27709	1,251,300
Federal Home Loan Ba	USBGC	1,270,000	5.150	02/26/2024	1,247,108	07/01/2024	122	5.317	1,247,788	313384YV5	27735	1,247,835
Fund Total and Average		\$ 9,845,000	5.035		\$ 9,614,970		119	5.227	\$ 9,676,191			\$ 9,681,235

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	735,000	5.050	12/29/2023	716,441	06/26/2024	117	5.252	722,534	313384YQ6	27687	722,937
U.S. Treasury	USBT	936,000	5.010	01/03/2024	913,074	06/27/2024	118	5.207	920,051	912796Y45	27697	920,629
Federal Home Loan Ba	USBT	790,000	5.030	01/29/2024	773,001	07/01/2024	122	5.212	776,183	313384YV5	27710	776,534
Federal Home Loan Ba	USBGC	787,000	5.149	02/26/2024	772,814	07/01/2024	122	5.317	773,235	313384YV5	27736	773,265
Fund Total and Average		\$ 3,248,000	5.058		\$ 3,175,330		120	5.245	\$ 3,192,003			\$ 3,193,365

Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	235,000	5.050	12/29/2023	229,066	06/26/2024	117	5.252	231,014	313384YQ6	27688	231,143
U.S. Treasury	USBT	1,197,000	5.010	01/03/2024	1,167,681	06/27/2024	118	5.207	1,176,603	912796Y45	27698	1,177,343
Federal Home Loan Ba	USBT	255,000	5.029	01/29/2024	249,513	07/01/2024	122	5.212	250,540	313384YV5	27711	250,653
Federal Home Loan Ba	USBGC	253,000	5.149	02/26/2024	248,440	07/01/2024	122	5.317	248,575	313384YV5	27737	248,584
Fund Total and Average		\$ 1,940,000	5.036		\$ 1,894,700		119	5.228	\$ 1,906,732			\$ 1,907,723

Hydro Special Reserve

First American Govt.	USBGC	5,000	5.210		5,000		1	5.210	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	616	0.460	1,393,789	3135G06G3	27186	1,495,996
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		614	0.476	\$ 1,398,789			\$ 1,500,996

Hydro 2012 DSRA

U.S. Treasury	USBT	18,000	4.938	07/28/2023	17,207	06/13/2024	104	5.179	17,729	912797FS1	27623	17,743
U.S. Treasury	USBT	38,000	4.653	12/29/2023	37,111	06/27/2024	118	4.830	37,352	912796Y45	27693	37,420
U.S. Treasury	USBT	17,000	5.010	01/03/2024	16,584	06/27/2024	118	5.207	16,710	912796Y45	27701	16,721
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	121	2.551	1,852,800	9128286Z8	27388	1,870,184
Fund Total and Average		\$ 1,948,000	1.883		\$ 1,914,261		121	2.642	\$ 1,924,591			\$ 1,942,068

GRAND TOTALS:	\$ 55,920,099	3,802	\$ 55,150,969	503	4,089	\$ 64,401,618.	\$ 55,319,981
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*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.
Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2024

Callable Dates:

Inv #

26950	WMT	Anytime starting 10/15/2024
27004	FAMCA	Semi-annually
27131	ELPASO	Annually
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly
27165	FHLB	Anytime
27221	BK	3/24/2025
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27442	FHLB	Quarterly
27514	FNMA	Quarterly
27516	FHLB	Quarterly
27517	FHLB	Quarterly
27518	FHLB	Quarterly
27519	FHLB	Quarterly
27521	FHLB	Quarterly
27522	FHLMC	Quarterly
27523	FHLMC	Quarterly
27524	FHLMC	Quarterly
27538	FHLMC	Quarterly
27542	FHLMC	Quarterly
27589	AZSHGR	Anytime
27725	FLSGEN	Anytime
27726	HIS	Anytime



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	172,143	5.540	09/13/2022	172,143		1	5.540	172,143	SYS70077	70077	172,143
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 172,143	5.540		\$ 172,143		1	5.540	\$ 172,143			\$ 172,143

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,007	0.010		1,007		1	0.010	1,007	SYS79004	79004	1,007
U.S. Treasury	USBT	1,323,000	5.050	01/03/2024	1,296,832	05/23/2024	83	5.223	1,307,018	912797HR1	27699	1,307,596
U.S. Treasury	USBT	51,000	5.140	12/05/2023	49,711	05/30/2024	90	5.346	50,333	912797HS9	27679	50,345
U.S. Treasury	USBT	685,000	5.010	12/29/2023	670,415	05/30/2024	90	5.190	676,040	912797HS9	27690	676,420
U.S. Treasury	USBT	473,000	5.110	01/29/2024	464,809	05/30/2024	90	5.272	466,813	912797HS9	27713	466,957
Federal Home Loan Ba	USBGC	468,000	5.195	02/26/2024	461,382	06/03/2024	94	5.342	461,607	313384XR5	27739	461,652
Fund Total and Average		\$ 3,001,007	5.073		\$ 2,944,166		88	5.242	\$ 2,962,818			\$ 2,963,977

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,020	0.010		1,020		1	0.010	1,020	SYS79012	79012	1,020
U.S. Treasury	USBT	3,262,000	5.140	12/05/2023	3,179,564	05/30/2024	90	5.346	3,219,333	912797HS9	27680	3,220,083
U.S. Treasury	USBT	683,000	5.010	12/29/2023	668,457	05/30/2024	90	5.190	674,066	912797HS9	27691	674,445
U.S. Treasury	USBT	778,000	5.110	01/29/2024	764,527	05/30/2024	90	5.272	767,824	912797HS9	27714	768,061
Federal Home Loan Ba	USBGC	774,000	5.194	02/26/2024	763,054	06/03/2024	94	5.342	763,427	313384XR5	27740	763,501
Fund Total and Average		\$ 5,498,020	5.126		\$ 5,376,622		91	5.315	\$ 5,425,670			\$ 5,427,110

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,892,000	5.110	12/05/2023	3,794,769	05/30/2024	90	5.313	3,841,093	912797HS9	27683	3,842,280
U.S. Treasury	USBT	681,000	5.010	12/29/2023	676,287	05/30/2024	90	5.190	681,962	912797HS9	27692	682,345
U.S. Treasury	USBT	689,000	5.110	01/29/2024	677,068	05/30/2024	90	5.272	679,988	912797HS9	27715	680,198
Federal Home Loan Ba	USBGC	687,000	5.195	02/26/2024	677,284	06/03/2024	94	5.342	677,616	313384XR5	27741	677,681
Fund Total and Average		\$ 5,959,000	5.108		\$ 5,825,408		90	5.298	\$ 5,880,659			\$ 5,882,504

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,413	0.010		1,413		1	0.010	1,413	SYS79005	79005	1,413
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	196	4.468	19,949	3130ATVD6	27586	20,041
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	731	0.840	4,100,940	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	833	0.799	138,087	3130AN4T4	27270	150,251
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	1,019	4.080	3,581,714	91282CJP7	27700	3,616,458



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LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	08/30/2028	1,582	4.285	118,831	3130AWN63	27624	118,677
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,644	4.608	21,067	91282CHX2	27647	20,804
Fund Total and Average		\$ 8,331,413	2.433		\$ 8,359,349		870	2.308	\$ 7,982,001			\$ 8,357,644

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	436	0.010		436		1	0.010	436	SYS79005	79005	436
U.S. Treasury	USBT	132,000	5.140	12/05/2023	128,664	05/30/2024	90	5.346	130,273	912797HS9	27681	130,304
U.S. Treasury	USBT	2,168,000	5.000	01/16/2024	2,127,350	05/30/2024	90	5.166	2,139,643	912797HS9	27702	2,140,900
Fund Total and Average		\$ 2,300,436	5.007		\$ 2,256,460		90	5.176	\$ 2,270,352			\$ 2,271,640

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	485	0.010		485		1	0.010	485	SYS79013	79013	485
U.S. Treasury	USBT	51,000	5.140	12/05/2023	49,711	05/30/2024	90	5.346	50,333	912797HS9	27682	50,345
U.S. Treasury	USBT	842,000	5.000	01/16/2024	826,213	05/30/2024	90	5.166	830,987	912797HS9	27703	831,475
Fund Total and Average		\$ 893,485	5.005		\$ 876,409		90	5.174	\$ 881,805			\$ 882,305

LEC O & M Reserve

First American Govt.	USBGC	64,849	5.210		64,849		1	5.210	64,849	SYS70041	70041	64,849
California Asset Mgm	CMP	3,961,172	5.540	09/09/2022	3,961,172		1	5.540	3,961,172	SYS70075	70075	3,961,172
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70047	70047	0
Federal Farm Credit	USBGC	2,050,000	5.375	09/15/2023	2,053,075	09/13/2024	196	5.217	2,050,738	3133EPVU6	27640	2,051,649
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	275	1.776	457,927	14912L6G1	26952	469,904
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	487	0.609	330,379	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	487	0.609	141,524	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	515	0.579	941,670	3136G4D75	27047	1,000,282
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	535	0.600	940,580	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	577	0.530	701,933	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	577	0.530	627,040	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	709	0.699	462,210	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	790	1.200	456,565	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	867	1.050	910,820	57629WDE7	27250	1,003,460
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	908	1.250	88,813	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	927	1.227	455,805	14913R2Q9	27290	499,054
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	968	1.567	781,609	872898AA9	27335	853,932
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	983	1.490	470,113	74460DAG4	27310	515,131
Public Storage	USBGC	1,064,000	1.500	12/09/2021	1,065,234	11/09/2026	983	1.475	971,262	74460DAG4	27341	1,064,675
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,187	3.654	178,168	088006KB6	27424	186,270
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/28/2023	260,832	02/22/2028	1,453	5.003	263,161	233851DF8	27609	262,903



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LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fund Total and Average		\$ 15,965,021	2.824		\$ 15,979,794		489	2.788	\$ 15,256,336			\$ 15,953,281
GRAND TOTALS:		\$ 42,120,525	3.699		\$ 41,790,331		397	3.736	\$ 40,831,784			\$ 41,910,604

*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 02/29/2024

Callable Dates:

Inv #

27047	FHLMC	Quarterly
27057	FNMA	Quarterly
27083	FFCB	Anytime
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27189	FFCB	Anytime
27222	JPM	Annually
27259	BAC	Semi-annually



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Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Trimark Associates Inc. – Five Year Multi-Task General Services Agreement for Miscellaneous Meter Maintenance, Operations, Data, and Related Design Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-33 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Trimark Associates, Inc. miscellaneous meter maintenance, operations, data, and related design engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Miscellaneous meter maintenance, operations, data, and related design engineering 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 an agreement in place for similar services with Ulteig Operations, LLC.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

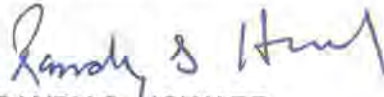
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 11, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-33
- Multi-Task General Services Agreement with Trimark Associates, Inc.

RESOLUTION 24-33

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

(reference Staff Report 145:24)

WHEREAS, miscellaneous meter maintenance, operations, data, and related design engineering 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, Trimark Associates, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TRIMARK ASSOCIATES, 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 Trimark Associates, Inc., a California corporation with its office located at 2365 Iron Point Rd #100, Folsom, CA 95630 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

2.1 Invoices.

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 invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

All invoices shall be sent to:

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

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

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. 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 two million dollars (\$2,000,000) 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 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 Cyber Risk Liability. Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$1,000,000, with a self-insured retention or deductible of no more than \$100,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.5 **Pollution Insurance.** Not Applicable.

4.6 **All Policies Requirements.**

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

4.6.2 **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.

4.6.3 **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.

4.6.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1 and 4.5.5, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope for General Services.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature (together, "Damages") to the proportionate extent such Damages arise out of or are in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the active, sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.2 Scope for Professional Services.** 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 Limitation of Liability.** Contractor's total aggregate liability under this Agreement shall not exceed one million dollars for all work not covered by the insurance provided in Section 4 of this Agreement. Provided that the foregoing limitations shall not apply with respect to Contractor's Professional Services indemnity obligations or Agency's indemnity obligations hereunder
- 5.5 Consequential Damages.** Other than third party personal injury and property damages where NCPA employees are considered third parties, neither party shall be liable to the other party for any consequential, exemplary, special, indirect, incidental or punitive damages (including any damages on account of lost profits or opportunities or business interruption and the like), whether by statute, in contract, in tort, strict liability, or otherwise, and Agency hereby expressly releases Contractor therefrom.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction. Notwithstanding anything to the contrary, no prior consent shall be required in connection with the assignment or transfer by either Party of this Agreement as a whole, and all of its rights and obligations hereunder, in connection with the sale of all or substantially all of a Party's assets, whether by way of merger, acquisition of stock or assets, consolidation, operation of the law, or the like. Notwithstanding the above, Agency retains the right to terminate this contract with notice as specified in Section 8.1.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement and, following notification of breach from Agency, fails to commence to cure within three (3) business days and continue to diligently cure such breach thereafter, including those set forth in Section 4, Agency's remedies shall be 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. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

- 9.1 Keeping and Status of Records.**

9.1.1 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 ("Agency Records") 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. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.

9.1.2 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.

9.1.3 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.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary,

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

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.

9.2.2 Restricted Use of Confidential Information. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

9.2.3 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 with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 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 9.2.4.2 or 9.2.4.3. 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:

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

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

([Critical Energy/Electric Infrastructure Information \(CEII\)](#) | [Federal Energy Regulatory Commission \(ferc.gov\)](#)),

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

9.2.5 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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

9.2.6.1 Security Breach. Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 Action Upon Unauthorized Disclosure. If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party shall reasonably assist the other party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such party is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

9.3 Cyber Security. Contractor agrees to abide by Agency's CIP-013² policies, processes, and procedures as outlined below for completing the Work. In addition, Contractor takes all responsibility and liability to ensure all Work is free from malicious code. Malicious code means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs. In addition, Contractor shall take all of the following actions.

9.3.1 Notification. Contractor shall notify Agency of Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

²See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2018/07/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)).

Contractor is required to notify Agency of all identified, threatened, attempted, or successful breaches or vulnerabilities of Contractor's products, software, systems, components, or services. Contractor's notification will also provide Agency with all known mitigations, controls, patches, components Agency can implement to prevent and/or correct the identified breach, issue, or incident.

Contractor shall provide all notifications to:

NCPA Security
Email: support@ncpa.com
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:
Michael DeBortoli, Assistant General Manager
Email: michael.debortoli@ncpa.com

9.3.2 Coordination. Contractor shall coordinate responses to Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

As stated in Section 9.3.1, Contractor is required to notify Agency of any breaches or vulnerabilities related to Contractor's products or services. In the event Contractor's products or services pose a cyber security risk to Agency or otherwise cause a cyber security incident for Agency, Contractor is required to collaborate with Agency to mitigate and correct the cyber security risk, breach or vulnerability.

Contractor shall provide Agency with:

- List of Contractor's specific products or services at risk
- Precautions, mitigations, or controls to minimize risks
- Action plan to correct the risk
- Status reports (if risk is ongoing)
- Final resolution of issue

9.3.3 Remote or Onsite Access. Contractor shall notify Agency when remote or onsite access should no longer be granted to Contractor representatives.

Contractor will notify Agency within 24 hours:

- Contractor's employees, or Contractor's authorized subcontractors no longer require access.
- Contractor's employees, or Contractor's authorized subcontractors are no longer qualified to maintain access.
- Contractor's employees', or Contractor's authorized subcontractors' employment has ended or been terminated.

9.3.4. Disclosure of Vulnerabilities. Contractor shall promptly disclose known vulnerabilities related to the Work provided to Agency.

Contractor will provide Agency with summary documentation describing security breaches in Contractor's products or Contractor's supply chain impacting Agency's BES Cyber System. Contractor will also provide Agency with summary documentation describing any uncorrected security vulnerabilities.

Contractor's disclosure should be made to Agency within 48 hours of identifying the breach or vulnerability. The disclosure should include:

- Summary description of the breach or vulnerability
- Potential impact of the breach or vulnerability
- Root cause
- Corrective actions, compensating controls, mitigations, or other steps Agency should take as a result of the breach or vulnerability

9.3.5 Integrity and Authenticity. Contractor shall verify the integrity and authenticity of all software and patches provided by Contractor for use by Agency.

Contractor agrees to provide Agency with all software and firmware updates to remediate vulnerabilities or weaknesses. Upon execution of this Contract, Contractor will provide Agency with Contractor's patch management and update process and software delivery documentation. The documentation should include a description of how Agency will verify the authenticity of software and validate the integrity of all patches provided by Contractor.

Contractor will also provide Agency with Contractor's schedule for releasing software and patch updates. Contractor will provide Agency with instructions for applying, validating, and testing the updates and patches.

- 9.3.6 Access Controls.** Contractor shall coordinate controls with Agency for (a) Contractor-initiated interactive remote access, and (b) system to system remote access.

If Contractor uses remote access, Contractor will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Contractor agrees to use individual user accounts to limit access and permissions. Contractor also agrees to maintain Contractor's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Contractor and Contractor's employees agree to not disclose or share account credentials, passwords, or established connections.

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

Without limiting the generality of the foregoing, 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.

Except for the express limited warranties set forth in in this Section, to the maximum extent permitted by applicable law, Contractor (a) provides the Work without any warranty of any kind, express, implied or statutory, and (b) on behalf of itself and its third party suppliers expressly excludes and disclaims any implied warranty of merchantability, fitness for any particular purpose, or non-infringement and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.

- 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 one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. In the event of a defect, Agency shall provide clear access to the Work at the installation site; provided, however, that Contractor shall be responsible for any cost related to uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform its warranty obligations.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

- 13.7 Contract Administrator.** This Agreement shall be administered by 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:

Tom Short
Vice President of Consulting & Client Relations
Trimark Associates, Inc.
2365 Iron Point Rd #100
Folsom, CA 95630

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCLPA or SCLPA 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

TRIMARK ASSOCIATES, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

MARK MOROSKY, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Trimark Associates, Inc. ("Contractor") shall provide miscellaneous meter maintenance, operations, data, and related design engineering 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.

The services shall include, but not be limited, to the following:

Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, and other meter-related equipment
- Engineering, design, commissioning, and certification of meters
- Meter reading, validation, presentation of customers meter data and transmittal of data to the CAISO
- Meter related Network Communication Troubleshooting services, including remote network or on-site support to troubleshoot equipment

Miscellaneous Services

- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Project management
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Micro Grid Management
- Material/Hardware Only Purchases

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



Trimark Labor Rate Sheet (2023)

Trimark Labor Rates – 2023				
Billing Class	Hourly Rate (USD)		Overtime Rate (USD)	Emergency Rate (USD)
3rd Party Programmer/Installer	\$225.00		\$337.50	\$450.00
Accountant	\$125.00		\$187.50	\$250.00
Admin Assistant	\$95.00		\$142.50	\$190.00
Business Development	\$175.00		\$262.50	\$350.00
Data Analyst	\$145.00		\$217.50	\$290.00
Design Engineer	\$165.00		\$247.50	\$330.00
Director	\$310.00		\$465.00	\$620.00
Executive	\$350.00		\$525.00	\$700.00
Field Technician	\$140.00		\$210.00	\$280.00
Financial Analyst	\$195.00		\$292.50	\$390.00
Information Technology	\$190.00		\$285.00	\$380.00
Manager	\$200.00		\$300.00	\$400.00
Meter CAISO	\$300.00		\$450.00	\$600.00
Meter Engineer	\$325.00		\$487.50	\$650.00
Meter Non-CAISO	\$250.00		\$375.00	\$500.00
Network Security Engineer	\$195.00		\$292.50	\$390.00
Power Engineer	\$195.00		\$292.50	\$390.00
Production Specialist	\$105.00		\$157.50	\$210.00
Project Manager	\$190.00		\$285.00	\$380.00
Scada Engineer	\$190.00		\$285.00	\$380.00
Senior Manager	\$225.00		\$337.50	\$450.00
Software Developer	\$195.00		\$292.50	\$390.00
TOC Administration	\$95.00		\$142.50	\$190.00
TOC Technical Staff	\$145.00		\$217.50	\$290.00
Expenses	Out-of-Pocket Expenses	Cost + 12%		
	Travel (mileage) per IRS rate	\$ 0.585 / mile		
	Travel labor time (75% of hourly rate)			

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Trimark Associates, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – NOT APPLICABLE

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)




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Commission Staff

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Ulteig Operations, LLC – Five Year Multi-Task General Services Agreement for Miscellaneous Meter Maintenance, Operations, Data, and Related Design Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-34 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Ulteig Operations, LLC miscellaneous meter maintenance, operations, data, and related design engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Miscellaneous meter maintenance, operations, data, and related design engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Trimark Associates, LLC.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

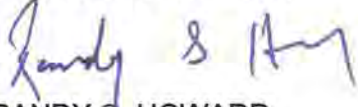
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 11, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-34
- Multi-Task General Services Agreement with Ulteig Operations, LLC

RESOLUTION 24-34

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH ULTEIG
OPERATIONS, LLC**

(reference Staff Report 146:24)

WHEREAS, miscellaneous meter maintenance, operations, data, and related design engineering 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); and

WHEREAS, Ulteig Operations, LLC is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ULTEIG OPERATIONS, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Ulteig Operations, LLC, a North Dakota Limited Liability Company, with its office located at 3350 38th Ave S, Fargo, ND 58104 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

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

2.1 Invoices.

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 invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

All invoices shall be sent to:

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

2.2 Monthly Payment. Agency shall make payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. Agency

shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

- 2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

- 4.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 **Commercial General and Automobile Liability Insurance.**
 - 4.2.1 **Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability. 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. 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 two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. 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 Cyber Risk Liability. Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$5,000,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.5 Pollution Insurance. Not Applicable.

4.6 All Policies Requirements.

- 4.6.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.6.5, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 Additional Certificates and Endorsements.** Not applicable.
- 4.6.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 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; LIMITATION OF LIABILITY; AND CONTRACTOR'S RESPONSIBILITIES.

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

- 5.2 Scope for General Services.** 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 third party claims, for avoidance of doubt Agency employees are third parties for purposes of these indemnity obligations, 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 Scope for Professional Services.** For services including those provided by licensed architects, licensed engineers, licensed landscape architects, and/or licensed land surveyors, 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 third party, for avoidance of doubt Agency employees are third parties for purposes of these indemnity obligations, 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.
- 5.4 Transfer of Title.** Not Applicable.
- 5.5 Limitation of Liability.** To the extent permitted by law, in no event will either party be liable for any indirect, incidental, special, consequential, exemplary or punitive damages. To the extent permitted by applicable law, and notwithstanding anything to the contrary in this agreement, each party's total aggregate liability arising out of or in connection with this Agreement for all claims of any kind will not exceed the amounts specified as minimum insurance levels in Section 4 of 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 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself

had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. Not applicable.

6.6 Maintenance Labor Agreement. Not applicable.

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor. If there are no outstanding Purchase Orders and/or on going Work, Contractor may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice.

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 Agency Records or documents (as defined in Section 9.1 hereof).

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

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3** Retain a different contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4** If Agency had paid Contractor for the incomplete Work, Contractor will refund only that amount to the Agency.

Section 9. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

9.1 Keeping and Status of Records.

- 9.1.1 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 ("Agency Records") 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. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.
- 9.1.2 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.
- 9.1.3 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.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary, 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.

9.2.2 Restricted Use of Confidential Information. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

9.2.3 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 with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

([Critical Energy/Electric Infrastructure Information \(CEII\) | Federal Energy Regulatory Commission \(ferc.gov\)](#)),

standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 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 9.2.4.2 or 9.2.4.3. 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:

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

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

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

9.2.5 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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

9.2.6.1 Security Breach. Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 Action Upon Unauthorized Disclosure. If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party shall reasonably assist the other party in mitigating or remediating any potential damage where

appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such part is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

9.3 Cyber Security. Contractor agrees to abide by Agency's CIP-013² policies, processes, and procedures as outlined below for completing the Work. In addition, Contractor takes all responsibility and liability to ensure all Work is free from malicious code. Malicious code means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs. In addition, Contractor shall take all of the following actions.

9.3.1 Notification. Contractor shall notify Agency of Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

Contractor is required to notify Agency of all identified, threatened, attempted, or successful breaches or vulnerabilities of Contractor's products, software, systems, components, or services. Contractor's notification will also provide Agency with all known mitigations, controls, patches, components Agency can implement to prevent and/or correct the identified breach, issue, or incident.

Contractor shall provide all notifications to:

NCPA Security
Email: support@ncpa.com
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Assistant General Manager Michael DeBortoli
Email: michael.debortoli@ncpa.com

9.3.2 Coordination. Contractor shall coordinate responses to Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

²See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2019/01/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)).

As stated in Section 9.3.1, Contractor is required to notify Agency of any breaches or vulnerabilities related to Contractor's products or services. In the event Contractor's products or services pose a cyber security risk to Agency or otherwise cause a cyber security incident for Agency, Contractor is required to collaborate with Agency to mitigate and correct the cyber security risk, breach or vulnerability.

Contractor shall provide Agency with:

- List of Contractor's specific products or services at risk
- Precautions, mitigations, or controls to minimize risks
- Action plan to correct the risk
- Status reports (if risk is ongoing)
- Final resolution of issue

9.3.3 Remote or Onsite Access. Contractor shall notify Agency when remote or onsite access should no longer be granted to Contractor representatives.

Contractor will notify Agency within 24 hours:

- Contractor's employees, or Contractor's authorized subcontractors no longer require access.
- Contractor's employees, or Contractor's authorized subcontractors are no longer qualified to maintain access.
- Contractor's employees', or Contractor's authorized subcontractors' employment has ended or been terminated.

9.3.4. Disclosure of Vulnerabilities. Contractor shall promptly disclose known vulnerabilities related to the Work provided to Agency.

Contractor will provide Agency with summary documentation describing security breaches in Contractor's products or Contractor's supply chain impacting Agency's BES Cyber System. Contractor will also provide Agency with summary documentation describing any uncorrected security vulnerabilities.

Contractor's disclosure should be made to Agency within 48 hours of identifying the breach or vulnerability. The disclosure should include:

- Summary description of the breach or vulnerability
- Potential impact of the breach or vulnerability

- Root cause
- Corrective actions, compensating controls, mitigations, or other steps Agency should take as a result of the breach or vulnerability

9.3.5 Integrity and Authenticity. Contractor shall verify the integrity and authenticity of all software and patches provided by Contractor for use by Agency.

Contractor agrees to provide Agency with all software and firmware updates to remediate vulnerabilities or weaknesses. Upon execution of this Contract, Contractor will provide Agency with Contractor's patch management and update process and software delivery documentation. The documentation should include a description of how Agency will verify the authenticity of software and validate the integrity of all patches provided by Contractor.

Contractor will also provide Agency with Contractor's schedule for releasing software and patch updates. Contractor will provide Agency with instructions for applying, validating, and testing the updates and patches.

9.3.6 Access Controls. Contractor shall coordinate controls with Agency for (a) Contractor-initiated interactive remote access, and (b) system to system remote access.

If Contractor uses remote access, Contractor will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Contractor agrees to use individual user accounts to limit access and permissions. Contractor also agrees to maintain Contractor's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Contractor and Contractor's employees agree to not disclose or share account credentials, passwords, or established connections.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.1.2 Contractor Warranties for Material or Hardware Purchases.** Contractor warrants or will provide warranties from the manufacturer that all Goods are new, of good quality and workmanship, are free from defects, are suitably safe and sufficient for the purposes for which they are normally used, and are not subject to any liens and encumbrances. Contractor shall provide all Goods in accordance with prudent electrical utility standards and in accordance with all applicable engineering, construction and other codes and standards, 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.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be

obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction, except to the extent such defects or inaccuracies are attributable to deficiencies in Agency-furnished information.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

- 13.7 Contract Administrator.** This Agreement shall be administered by 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:

Ulteig Operations, LLC
3350 38th Ave South
Fargo, ND 58104
Attention: Legal Department

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or

agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

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

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

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

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

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

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

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with

legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

ULTEIG OPERATIONS, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

JOE BUTTERFIELD,
Associate Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Ulteig Operations, LLC ("Contractor") shall provide meter maintenance, operations, and data services and miscellaneous design engineering services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency.

The services include, but are not limited to, the following:

Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, and other meter-related equipment
- Engineering, design, commissioning, and certification of meters
- Meter reading, validation, presentation of customers meter data and transmittal of data to the CAISO
- Meter related Network Communication Troubleshooting services, including remote network or on-site support to troubleshoot equipment

Substation, Transmission, and Distribution Engineering & Design Services

- Substation Physical Security Design
- Protective Relay Settings Development
- Ground Grid Studies
- Electrical Controls
- Structural Analysis
- Undergrounding Design
- Interconnection
- NERC Studies
- Transmission Planning
- Protection/Basic Sectionalizing Design
- Sizing Transformers and Conductors
- Material Coordination
- Underground Line Design and Subdivision Layout
- Overhead/Pole-Line Structure Design and Layout
- System Hardening

Environmental Services

- Desktop & Field Analysis
- NEPA
- Permitting
- GIS

Asset Management Services

- Technology Evaluation
- Data Sharing & Integration
- Asset Optimization Services
- Analysis, Reporting & Planning

Planning & Studies

- NERC / ISO Compliance
- Grid Modernization
- Power System Studies
- System Reliability
- DER (Distributed Energy Resource) Impact Analysis
- Renewables
- Balance of Plant
- Energy Storage

Miscellaneous Services

- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services (not to include remote control of utility field equipment)
- Project management
- Network architecture and security support services
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



2024 Hourly Rate Schedule for Ulteig Engineers, Inc.* Effective January 1, 2024

Engineer		Survey	
Engineering Intern	\$132.00	Survey Technician Intern	\$95.00
Graduate Engineer	\$160.00	Survey Technician	\$115.00
Design Engineer	\$190.00	Lead Survey Technician	\$136.00
Engineer	\$216.00	Senior Survey Technician	\$153.00
Lead Engineer	\$229.00	Survey Crew Chief	\$145.00
Senior Engineer	\$250.00	Land Surveyor-in-Training	\$160.00
Principal Engineer	\$260.00	Land Surveyor	\$172.00
Drafter & Technician		Lead Land Surveyor	\$182.00
CADD/BIM Technician Intern	\$105.00	Senior Land Surveyor	\$221.00
CADD/BIM Technician I	\$126.00	Principal Land Surveyor	\$259.00
CADD/BIM Technician II	\$137.00	Distribution Field Design	
BIM/CADD Lead	\$156.00	Distribution Designer I	\$108.00
Senior BIM/CADD Lead	\$167.00	Distribution Designer II	\$126.00
(BIM) Engineering Technician	\$156.00	Distribution Designer III	\$136.00
(BIM) Designer	\$167.00	Distribution Designer IV	\$162.00
Lead (BIM) Designer	\$189.00	Distribution Design Manager	\$194.00
Senior (BIM) Designer	\$225.00	Construction Management	
Metering		Construction Inspector I	\$140.00
Meter Technician I	\$168.00	Construction Inspector II	\$150.00
Meter Technician II	\$212.00	Construction Inspector III	\$160.00
Meter Inspector	\$240.00	Construction Manager	\$186.00
Lead Meter Inspector	\$254.00	Senior Construction Manager	\$213.00
Senior Meter Inspector	\$269.00	Planning & Environmental	
Meter Engineer	\$240.00	Environmental Intern	\$100.00
Lead Meter Engineer	\$253.00	Environmental Technician	\$111.00
Senior Meter Engineer	\$276.00	Environmental Specialist	\$150.00
Principal Meter Engineer	\$288.00	Lead Environmental Specialist	\$180.00
Meter Project Manager	\$218.00	Senior Environmental Specialist	\$214.00
Senior Meter Project Manager	\$239.00	Principal Environmental Specialist	\$256.00
Metering Program Manager	\$280.00	Data Scientist	\$136.00
OT Network & Systems Administration		Lead Data Scientist	\$186.00
OT Network & Systems Administrator I	\$115.00	Senior Data Scientist	\$204.00
OT Network & Systems Administrator II	\$137.00	Planner	\$142.00

OT Network & Systems Administrator III	\$155.00	Lead Planner	\$166.00
Lead OT Network & Systems Administrator	\$164.00	Senior Planner	\$229.00
Senior OT Network & Systems Administrator	\$188.00	Archeologist Intern	\$80.00
OT Network Architect	\$198.00	Archeologist Technician	\$95.00
System Protection		Archeologist	\$120.00
System Protection Engineer	\$226.00	Lead Archeologist	\$145.00
Lead System Protection Engineer	\$240.00	Senior Archeologist	\$190.00
Senior System Protection Engineer	\$260.00	Principal Archeologist	\$215.00
Principal System Protection Engineer	\$270.00	GIS	
Systems Integrators		GIS Technician	\$125.00
Systems Integration Intern	\$110.00	GIS Analyst	\$153.00
Systems Integrator I	\$126.00	Lead GIS Analyst	\$176.00
Systems Integrator II	\$143.00	Senior GIS Analyst	\$186.00
Systems Integrator III	\$162.00	Right-of-Way	
Lead Systems Integrator	\$172.00	Right-of-Way Document Specialist	\$105.00
Senior Systems Integrator	\$196.00	Right-of-Way Specialist I	\$122.00
Project Management		Right-of-Way Specialist II	\$139.00
Project Coordinator	\$139.00	Lead Right-of-Way Specialist	\$155.00
Senior Project Coordinator	\$150.00	Senior Right-of-Way Specialist	\$177.00
Project Analyst	\$163.00	Right-of-Way Manager	\$248.00
Senior Project Analyst	\$180.00	Specialized Solutions	
Project Controls Specialist	\$190.00	Studies Engineer	\$235.00
Senior Project Controls Specialist	\$216.00	Lead Studies Engineer	\$250.00
Associate Project Manager	\$162.00	Senior Studies Engineer	\$270.00
Project Manager	\$200.00	Financial Analyst	\$168.00
Senior Project Manager	\$236.00	Senior Consultant	\$300.00
Program Manager	\$246.00	Other Classifications	
Senior Program Manager	\$259.00	Clerical	\$64.00
		Staff Support	\$92.00
		Principal	\$260.00

Reimbursable Expenses			
Subcontractors/Subconsultants	Cost plus 15%	Pipeline Locator	\$20.00/hour
Survey Vehicle	\$0.75/mile	GPS Rover (1 unit & controller)	\$28.00/hour
Car/Pickup	IRS Rate/mile	GPS Rover (2 units & controller)	\$49.00/hour
Utility Vehicle	\$205.00/day	Robotic Total Station	\$39.00/hour
Drone, Scanning, Remote Sensing	\$80.00/hour	Staking:	
Relay Testing Equipment	\$120.00/day	Hubs	\$0.95/each
Grounding Testing Equipment	\$250.00/day	Lath	\$1.40/each
Power Quality Meter (Daily)	\$60.00/day	Posts	\$5.00/each
Power Quality Meter (Monthly)	\$1200.00/month	Rebar	\$1.50/each
Meals (Per Diem)	\$65.00/day	Rebar with Caps	\$2.00/each
Travel and Other Misc. Out-of-Pocket	Cost	Section Corner Monuments	\$6.00/each
Miscellaneous Project Hardware	Cost plus 10%		
Ulteig Owned CT Analyzer	\$1,000/week (5 days) or \$250/day plus shipping costs		
Ulteig Owned Test Set	\$1,000/week (5 days) or \$250/day plus shipping costs		

Meter Labor Rate Adjustments	
Expedited Services	1.4 times above rates for less than one-week notices
Holiday Services	2.0 times above rates for services on Holidays
On-site time	Above rate for 50 hours M-F
On-site Overtime	1.4 times above rates for Sat/Sun or >50 hours M-F

* Includes its licensed subsidiaries and affiliates

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Ulteig Operations LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



15

Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: GEI Consultants, Inc. – Five Year Multi-Task Professional Services Agreement for Dam Safety and Structural Engineering Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-35 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with GEI Consultants, Inc. for dam safety and structural engineering related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Dam safety and structural engineering related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future services. NCPA has agreements in place for similar services with AECOM Technical Services, Condor Earth, HDR Engineering, and Mead & Hunt, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$5,000,000 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:

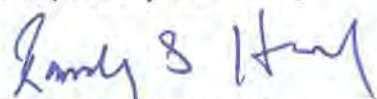
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 11, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-35
- Multi-Task Professional Services Agreement with GEI Consultants, Inc.

RESOLUTION 24-35

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH GEI
CONSULTANTS, INC**

(reference Staff Report 147:24)

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GEI CONSULTANTS, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and GEI Consultants, Inc., CA, a corporation with its office located at 180 Grand Avenue, Suite 950, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED FIVE MILLION** dollars (\$5,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific

Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify 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 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by 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:

Alberto Pujol, Sr. Vice President
GEI Consultants, Inc.
180 Grand Avenue, Suite 950
Oakland, CA 94612

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

GEI CONSULTANTS, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

ALBERTO PUJOL,
Senior Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

GEI Consultants, Inc. ("Consultant") shall provide dam safety and structural engineering related services as requested by 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:

- Dam Safety engineering in accordance with 18 CFR12D;
- Geology, hydrology, hydraulics, geotechnical and structural engineering; and
- Preparation of signed stamped construction documents.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

FEE SCHEDULE AND PAYMENT TERMS



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 147
Staff Professional – Grade 2	\$ 162
Project Professional – Grade 3	\$ 177
Project Professional – Grade 4	\$ 199
Senior Professional – Grade 5	\$ 235
Senior Professional – Grade 6	\$ 267
Senior Professional – Grade 7	\$ 318
Senior Consultant – Grade 8	\$ 356
Senior Consultant – Grade 9	\$ 434
Senior Principal – Grade 10	\$ 434

Senior Drafter and Designer	\$ 177
Drafter / Designer and Senior Technician	\$ 162
Field Professional	\$ 133
Technician, Word Processor, Administrative Staff	\$ 132
<u>Office Aide</u>	<u>\$ 103</u>

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend into the next calendar year. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are: subconsultants; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates - GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

2024 Fee Schedule

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(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

GEI Consultants, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



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Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: PME Babbitt Bearings – Second Amendment to Five Year Multi-Task General Services Agreement for Off-Site Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-36 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement with PME Babbitt Bearings for off-site maintenance and labor services at its facility located in Minden, Nevada, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$235,000 to \$750,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Off-site maintenance and labor services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five-year Multi-Task General Services Agreement with PME Babbitt Bearings effective June 24, 2020, to provide such services at its facility located in Minden, Nevada, for an amount not to exceed \$95,000, for use at any facilities owned and/or operated by NCPA.

This agreement has been used extensively by the Geothermal facility to provide casting and machining babbitt and re-babbitt of bearings, and this agreement is running low on funds. NCPA now desires to enter into a Second Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$235,000 to \$750,000 to ensure there are sufficient funds available for the remainder of the contract term, for continued use at any facilities owned and/or operated by NCPA.

NCPA has agreements in place for similar services with TCB Industrial, Inc.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$235,000 to \$750,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

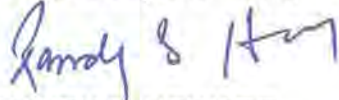
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On March 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (4):

- Resolution 24-36
- Multi-Task General Services Agreement with PME Babbitt Bearings
- First Amendment to Multi-Task General Services Agreement with PME Babbitt Bearings
- Second Amendment to Multi-Task General Services Agreement with PME Babbitt Bearings

RESOLUTION 24-36

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A SECOND AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH PME BABBITT BEARINGS**

(reference Staff Report #148:24)

WHEREAS, off-site maintenance and labor services are required from time to time for the operation and maintenance at any facilities owned and/or operated by NCPA; and

WHEREAS, Northern California Power Agency (NCPA) and PME Babbitt Bearings entered into a Multi-Task General Services Agreement effective June 24, 2020, for PME Babbitt Bearings to provide such services at its facility located in Minden, Nevada; and

WHEREAS, this agreement has been used extensively by the Geothermal facility to provide casting and machining babbitt and re-babbitt of bearings, and this agreement is running low on funds; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$235,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$235,000 to \$750,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PME BABBITT BEARINGS**

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 PME Babbitt Bearings, a corporation with its office located at 2551 Nowlin Road, Minden, NV 89423 ("Contractor") (together sometimes referred to as the "Parties") as of June 24, 2020 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ninety five thousand dollars (\$95,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the

Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.4 Pollution Insurance. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not applicable.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By

execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.
- 5.3 Limitation of Liability.** Contractor's total aggregate liability for damages arising from any cause or action whatsoever shall be limited to the applicable policy limit amounts detailed in Section 4 above, as long as Contractor maintains in effect and applicability the required insurance, including but not limited to the amounts, deductibles, and scope referenced herein.

Section 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to

Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** 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 for a period of 18 months.

- 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; provided that Contractor first be given 10 days opportunity to cure;

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 if Contractor does not cure the deficiency within 10 days of receipt of written notice; and/or

8.4.4 Charge Contractor the difference between the reasonable costs to complete the Work that is unfinished at the time of failure to cure the 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. Notwithstanding any provision of this Agreement to the contrary, any routines, libraries, tools, methodologies, processes or technologies created, adapted or used by Contractor in its business generally, including all associated intellectual property rights (collectively, the "Contractor Development Tools") shall be and remain the sole property of Contractor, and Agency shall have no interest in or claim to such Contractor Development Tools except as necessary to exercise its rights in the goods or services provided hereunder.

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any

unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. PROJECT SITE.

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

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** , 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 one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. Section 11.2 is Agency's sole and exclusive remedy for deficiencies in Work.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall

include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous

Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

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

Christopher Walter, President

PME Babbitt Bearings
2551 Nowlin Road
Minden, NV 89423

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date 6/24/2020

Joel Ledesma
JOEL LEDESMA, Asst. General Mgr

PME BABBITT BEARINGS

Date 06/18/20

Christopher Walter
CHRISTOPHER WALTER, President

Attest:

Carol R. Smith
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

PME Babbitt Bearings ("Contractor") shall provide off-site maintenance and labor services at its facility located in Minden, Nevada, as requested by the Northern California Power Agency ("Agency"). Contractor does not have any facility located in California.

Those services may include:

- Diagnose and refurbish Babbitt bearings;
- Centrifugal casting;
- Static pouring;
- TIG welding repairs; and
- Other bearing maintenance services as needed.

The Scope of Work under this Agreement does not include work that would qualify as a Public Project under the California Public Contract Code or subject to prevailing wage under the California Labor Code and guidelines established by the State of California. Furthermore and consistent with the Commerce Clause, California cannot dictate wages to be paid in another state, "[T]he Court struck down on Commerce Clause grounds a state law where the 'practical effect of such regulation is to control [conduct] beyond the boundaries of the state" *Edgar v. Mite Corp.* 457 U.S. 624, 643 (1982) citing *Southern Pacific v. Arizona*, 1325 U.S. 761, 775 (1945). (Also see Public Works Case No. 2007-008 at 11-12, Russ Will Mechanical, Inc. – Off-site Fabrication of HVAC Components, Department of Industrial Relations did not address Commerce Clause objection because it was in that case a "hypothetical attempt to apply the CPWL extraterritorially. . . .")

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:

- Work is only quoted in lump sum by project; no time and materials billing.

Pricing for services 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.



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND PME BABBITT BEARINGS**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and PME Babbitt Bearings ("Contractor") (collectively referred to as "the Parties") as of October 3, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 24, 2020, (the "Agreement") for PME Babbitt Bearings to provide off-site maintenance and labor services at its facility located in Minden, Nevada, as requested by Northern California Power Agency ("Agency"). Contractor does not have any facility located in California; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$95,000 to a "NOT TO EXCEED" amount of \$235,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED THIRTY-FIVE THOUSAND** dollars (\$235,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

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

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

Date: Oct 3, 2023

NORTHERN CALIFORNIA POWER AGENCY

Randy S. Howard
Randy S. Howard (Oct 3, 2023 08:11 PDT)

RANDY S. HOWARD, General Manager

Date: Oct 2, 2023

PME BABBITT BEARINGS

Christopher Walter
Christopher Walter (Oct 2, 2023 18:54 PST)

CHRISTOPHER WALTER, President

Attest:

Trisha Zimmer
Trisha Zimmer (Oct 3, 2023 08:26 PDT)

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023

Final Audit Report


2023-10-02


Created:	2023-10-02
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhe8FihvLxYQNgXrqQ2HzS_ox7nXqK9gE


"PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023" History

 Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
2023-10-02 - 7:53:44 PM GMT - IP address: 66.60.185.199

 Document emailed to christopher walter (chris@pmebearings.com) for signature
2023-10-02 - 7:54:37 PM GMT

 Email viewed by christopher walter (chris@pmebearings.com)
2023-10-02 - 10:58:16 PM GMT - IP address: 35.131.18.178

 Document e-signed by christopher walter (chris@pmebearings.com)
Signature Date: 2023-10-02 - 10:59:54 PM GMT - Time Source: server - IP address: 35.131.18.178

 Agreement completed.
2023-10-02 - 10:59:54 PM GMT


PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023


Final Audit Report

2023-10-03


Created:	2023-10-03
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_RaDmc9zQwJOnl9YHkpaQG3EzeUKeQwf


"PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023" History


 Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
2023-10-03 - 2:40:16 PM GMT - IP address: 66.60.185.199


 Document emailed to randy.howard@ncpa.com for signature
2023-10-03 - 2:41:02 PM GMT


 Email viewed by randy.howard@ncpa.com
2023-10-03 - 3:10:56 PM GMT - IP address: 104.220.93.66


 Signer randy.howard@ncpa.com entered name at signing as Randy S Howard
2023-10-03 - 3:11:30 PM GMT - IP address: 104.220.93.66

 Document e-signed by Randy S Howard (randy.howard@ncpa.com)
Signature Date: 2023-10-03 - 3:11:32 PM GMT - Time Source: server- IP address: 104.220.93.66

 Document emailed to Trisha Zimmer (trisha.zimmer@ncpa.com) for signature
2023-10-03 - 3:11:33 PM GMT

 Email viewed by Trisha Zimmer (trisha.zimmer@ncpa.com)
2023-10-03 - 3:25:39 PM GMT - IP address: 73.12.140.192

 Document e-signed by Trisha Zimmer (trisha.zimmer@ncpa.com)
Signature Date: 2023-10-03 - 3:26:20 PM GMT - Time Source: server- IP address: 73.12.140.192

 Agreement completed.
2023-10-03 - 3:26:20 PM GMT



SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PME BABBITT BEARINGS

This Second Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and PME Babbitt Bearings ("Contractor") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 24, 2020, (the "Agreement") for PME Babbitt Bearings to provide off-site maintenance and labor services at its facility located in Minden, Nevada, as requested by Northern California Power Agency ("Agency"). Contractor does not have any facility located in California; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on October 3, 2023 to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$95,000 to a NOT TO EXCEED amount of \$235,000; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$235,000 to a 'NOT TO EXCEED amount of \$750,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

PME BABBITT BEARINGS

CHRISTOPHER WALTER, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



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Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Konocti Ridge Corporate dba California Exterminators Alliance - First Amendment to Five Year Multi-Task General Services Agreement for Pest Control and Weed Spraying Services; Applicable to the following: Geothermal Facility.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

Turlock

RECOMMENDATION:

Approve Resolution 24-37 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance for Pest Control and Weed Spraying Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at the Geothermal Facility.

BACKGROUND:

Pest control and weed spraying services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility. NCPA entered into a five-year Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance, effective July 28, 2020, for an amount not to exceed \$225,000, for use at NCPA's Geothermal Facility.

This agreement has been used by the Geothermal Facility extensively during the previous years, and the agreement is running low on funds. NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$225,000 to \$500,000 to ensure there are sufficient funds available for the remainder of the contract term, and amending Exhibit B – Compensation Schedule and Hourly Fees to reflect an increase in costs for existing and additional services, as requested by the vendor. This agreement will continue to be available for use at the Geothermal Plant Facility.

NCPA has agreements in place for similar services with Clark Pest Control.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On March 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-37
- Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance
- First Amendment to Multi-Task General Services Agreement with Konocti Ridge Corporate dba California Exterminators Alliance

RESOLUTION 24-37

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES WITH
KONOCTI RIDGE CORPORATE DBA CALIFORNIA EXTERMINATORS ALLIANCE**

(reference Staff Report #149:24)

WHEREAS, pest control and weed spraying services are required from time to time for the operation and maintenance of NPCA's Geothermal Facility; and

WHEREAS, Northern California Power Agency (NCPA) and Konocti Ridge Corporate dba California Exterminators Alliance entered into a Multi-Task General Services Agreement effective July 28, 2020 to provide such services; and

WHEREAS, this agreement has been used extensively during the previous years, and the agreement is running low on funds; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$225,000 to \$500,000 to ensure sufficient funds are available for the remainder of the contract term, and amend Exhibit B – Compensation Schedule and Hourly Fees to reflect an increase in costs for existing and additional services, as requested by the vendor; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at the Geothermal Facility.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KONOCTI RIDGE CORPORATE DBA CALIFORNIA EXTERMINATORS ALLIANCE**

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 Konocti Ridge Corporation dba California Exterminators Alliance, a corporation with its office located at 3990 Clark Drive, Kelseyville, CA 95451 ("Contractor") (together sometimes referred to as the "Parties") as of July 24, 2020 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND** dollars (\$225,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the

Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not Applicable

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages

whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

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

- 5.3 Transfer of Title.** Not Applicable

Section 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to

Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** Not Applicable
- 7.5 **Registration with DIR.** Not Applicable
- 7.6 **Prevailing Wage Rates.** Not Applicable

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 **Confidential Information and Disclosure.**
- 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without

reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by 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.

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

Tom Dodd
President
Konocti Ridge Corp. dba California Exterminators Alliance
P.O. Box 449
Kelseyville, CA 95451
cs@caext.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 E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

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

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

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

KONOCI RIDGE CORP. DBA
CALIFORNIA EXTERMINATORS
ALLIANCE

Date 7/28/20

Date 7-15-2020


RANDY S. HOWARD, General Manager


TOM DODD, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Konocti Ridge Corporate dba California Exterminators Alliance ("Contractor") shall provide pest control and weed spraying services as requested by the Northern California Power Agency ("Agency") Geothermal Plant Facility.

Services include, but not limited to the following:

- Maintain the NCPA Geothermal Facilities by performing Pest Extermination and Bug Spraying on a monthly basis and Annual Spring Weed Spraying at the Geothermal Facility Lease, Pump Stations and SE Waste Treatment Plant as directed by the operator of the NCPA Geothermal Facilities.
- Contractor shall have and maintain all required state certifications and licensing for Weed and Pest Spraying & Extermination.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Service Area/Type	Acct#	#Services July2020 to June2021	Price
Plants 1 & 2 Pest Control	550	6@\$1,450/each	\$ 8,700
Plants 1 & 2 Weeds	44629	1	\$20,000
Middletown Solar Array Weeds	44628	1	\$ 2,600
Clearlake Solar Array Weeds	49386	1	\$ 2,600
Clearlake Buffer Lot Weeds	45655	1	\$ 1,650
2 Switch Yards Weeds	47609	1	\$ 700
9 Sites Under Transmission Towers	49375	1	\$ 1,620
Power Poles from Plant 2 to M-Site	49376	1	\$ 2,100
Roadside Brush Spraying		\$375 per acre	TBD

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

NOT APPLICABLE

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KONOCTI RIDGE CORPORATE DBA CALIFORNIA EXTERMINATORS ALLIANCE**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Konocti Ridge Corporation dba California Exterminators Alliance ("Contractor") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective July 28, 2020, (the "Agreement") for Konocti Ridge Corporate dba California Exterminators Alliance to provide pest control and weed spraying services at Geothermal Plant Facility; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$225,000 to a NOT TO EXCEED amount of \$500,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect revised services and updated rates for the year 2024; 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

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

NOW, THEREFORE, the Parties agree as follows:

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

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

The remainder of Section 2 of the Agreement is unchanged.

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

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

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

KONOCTI RIDGE CORP. DBA CALIFORNIA
EXTERMINATORS ALLIANCE

TOM DODD, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all 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:

Type	NCPA locations	Account	2024
Pest	NCPA. PLANT #1 & 2 - Pest - Rodents and Spiders. Outside only unless inside is requested prior to service, includes: guard shack at main gate, steam field office & adjoining shop, welding shop, 13 well sites (C, H, N, F, D, A, Y, Q, J, B, E, P, M). 3 pump stations (BCPS 1, 2, 3), and Plant #1 (including admin office, warehouse, machine shop, chemical lab, auto shop (don't spray I/S fenced area), turbine building, and all fire hydrants) and Plant 2 (main building and warehouse),	9009	\$1,760
Weed	Site Roads H, F, A, spraying roadside 5feet in each direction	17828	\$3,650
Weed	Well sites D, Y, Q, B and Plant 1 and field office	17829	\$6,010
Weed	Site Road Q, spraying roadside 5feet in each direction	17830	\$900
Weed	Well sites E, P, M, J and Pump Stations BCPS1, 2, & 3, and Plant 2.	17831	\$4,980
Weed	Site Roads P, J, spraying roadside 5feet in each direction	17832	\$2,840
Weed	Plant 1 Switch Yard	6313	\$990
Weed	Plant 2 Switch Yard	6313	\$990
Weed	Plant 1 300-foot buffer outside fence	17912	\$6,300
Weed	Plant 2 300-foot buffer outside fence	17913	\$8,400
Weed	Ridge (Bear Ridge) Road Main Gate to Plant 2 , spraying roadside 5feet in each direction	17833	\$1,070
Weed	Middletown Solar	3352	\$5,480
Weed	Clearlake Solar	8169	\$6,930
Weed	Clearlake Buffer Lot	4336	\$2,900
Weed	Power Poles from Plant 2 to Lower Gate on Bear Ridge Rd	8158	\$2,520
Weed	Well sites C, H, N, F, A	17827	\$6,420
Weed	NCPA Site Road Y Conduit & Firebreak - spraying 25 ft wide band for 200 ft long evacuation area below Y site	18212	\$350
Weed	Tower 9 to Tower 5 Fire Breaks - spraying 100 feet wide fire break	new B	\$8,000
Weed	Site A 2 miles out Fire Breaks - spraying 100 feet wide fire break	new C	\$7,000
Weed	Road Site A to Tower 9 -spraying roadside 10 feet in each direction	new A	\$5,000
Weed	Pipeline from P Site Rd to 2 Rupture Disk, spraying 25-foot-wide band under pipeline	new D	\$2,390
	Intentionally blank		

Type	NCPA locations	Account	2024
Brush	NCPA Site Road Y Conduit & Firebreak - spraying 25 ft wide band for 200 ft long evacuation area below Y site	18212	\$350
Brush	Ridge (Bear Ridge) Road Main Gate to Plant 2 , spraying roadside 20 feet in each direction	17833	\$9,090
Brush	Bear Ridge Rd Plant 2 to P Site Rd , spraying roadside 20 feet in each direction	18008	\$9,020
Brush	Bear Ridge Rd P Site Rd to Lower Gate on Bear Ridge Rd	18009	\$8,660
Brush	Transmission Towers 9 sites	8157	\$2,370
Brush	Pipeline from P Site Rd to 2 Rupture Disk, spraying 25-foot-wide band under pipeline	new D	\$2,390
Brush	Tower 9 to Tower 5 Fire Breaks - spraying 100 feet wide fire break	new B	\$8,000
Brush	Site A 2 miles out Fire Breaks - spraying 100 feet wide fire break	new C	\$7,000
Brush	Roadside Brush Spraying – currently \$0.05 per square foot		TBD

Upon 30 days advance notice and no more than once each calendar year, Konocti Ridge Corporate dba California Exterminators Alliance may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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




Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Bureau of Land Management – Geothermal Facility Site Licenses; Applicable to the following projects: NCPA Geothermal Facility.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

Turlock

RECOMMENDATION:

Approve Resolution 24-38 authorizing the NCPA General Manager or his designee to execute Site License Agreement CACA 5084 (NCPA 1) and Site License Agreement CACA 13308 (NCPA 2) with the Bureau of Land Management to allow NCPA to continue to operate and maintain the geothermal power plants, with any non-substantial changes recommended and approved by the NCPA General Counsel, for a period of thirty years.

BACKGROUND:

The Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two geothermal power plants: NCPA Geothermal Plant 1 and NCPA Geothermal Plant 2. NCPA's ability to operate and maintain these geothermal power plants was established through two Site License Agreements between NCPA and the Bureau of Land Management (BLM). The Site License Agreement for NCPA Geothermal Plant 1 went into effect on April 8, 1980, while the Site License Agreement for NCPA Geothermal Plant 2 went into effect on March 11, 1983. These original Site License Agreements carried a term of thirty years, and have now expired. NCPA is seeking approval to renew these Site License Agreements, which will allow NCPA to continue to operate and maintain the geothermal power plants for another thirty-year term.

While the majority of the terms and conditions remain unchanged, there were a few minor changes to the agreements which should be noted. The previous license agreements called for an annual rental fee of \$5,300 per plant, however, that requirement has been removed by the BLM. NCPA's General Counsel reviewed the proposed Site License Agreements and requested minor changes to the supplemental Stipulations, which are shown in red, below. All of these changes have been reviewed and approved by the BLM.

- **Stipulation 13.** The Holder shall comply with all applicable local, State, and Federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. The Holder shall immediately report to applicable regulatory agencies any release of hazardous substances (leaks, spills, etc.) caused by the Holder or third parties in excess of the reportable quantity as required by Federal, State, or local laws and regulations. A copy of any report required or requested by any Federal, State or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal, State or local government agency.
- **Stipulation 22.** The collection of native plants or wildlife, or harassing wildlife on site is prohibited. Any wildlife encountered during the course of an activity, including construction, operation, and decommissioning will be allowed to leave the area of its own accord unharmed. It is recognized that Animal Damage Control measures may be necessary for the protection of human health and safety. In such cases, efforts will be made to safely remove wildlife from the area before destroying any individual wildlife threats.

FISCAL IMPACT:

NCPA incurs negligible costs associated with this agreement, therefore, there is no fiscal 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-38
- Site License Agreement CACA 5084 (NCPA 1) with the Bureau of Land Management
- Site License Agreement CACA 13308 (NCPA 2) with the Bureau of Land Management

RESOLUTION 24-38

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING SITE LICENSE AGREEMENTS WITH THE BUREAU OF LAND MANAGEMENT (BLM)

(reference Staff Report #150:24)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two geothermal power plants: NCPA Geothermal Plant 1 and NCPA Geothermal Plant 2; and

WHEREAS, the Bureau of Land Management (BLM) and NCPA signed two Site License Agreements, CACA 5084 (NCPA 1) and CACA 13308 (NCPA 2), respectively dated April 8, 1980 and March 11, 1983, to allow NCPA to operate and maintain the geothermal power plants; and

WHEREAS, the original Site License Agreements carried a term of thirty years, and have now expired; and

WHEREAS, both parties desire to enter into new Site License Agreements, with similar terms and conditions as the original agreement, for a term of thirty years; and

WHEREAS, NCPA incurs negligible costs associated with this agreement, therefore, there is no fiscal impact to NCPA; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Site License Agreement CACA 5084 (NCPA 1) and Site License Agreement CACA 13308 (NCPA 2) with the Bureau of Land Management to allow NCPA to continue to operate and maintain the geothermal power plants, with any non-substantial changes recommended and approved by the NCPA General Counsel, for a period of thirty years.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

**LICENSE FOR AN ELECTRICAL POWER PLANT SITE
UTILIZING GEOTHERMAL RESOURCES**

Serial number: CACA 5084 (NCPA 1)

Located: T10 N., R08 W., Section 2, SWNW, MDMB, Sonoma County, California.

This site license entered into on 01 November 2023, between the United States of America, the Licensor, through the Bureau of Land Management (BLM), and the Northern California Power Agency (NCPA), the Licensee, is hereby issued, to operate a geothermal generation plant under the Geothermal Steam Act of 1970, as amended by the Energy Policy Act of 2005 (30 U.S.C. 1001-1025), and is subject to all applicable Federal, State, and Local laws and regulations including 43 CFR section 3200.

Section 1: Rights Under License

This license confers the right to operate and maintain up to a 150 MW electric generating plant and related facilities or appurtenant structures as part of the NCPA 1 Power Plant in accordance with the terms and conditions of this license, the approved utilization plan, and the applicable regulations, on those certain lands situated in the County of Sonoma, State of California, described above.

This license is for an additional term of 30 years, with a preferential right of renewal of this license under such terms and conditions as the licensor may deem appropriate and, provided that this license may be terminated as described in Section 6 hereof.

Section 2: Operations

- A. Licensee shall comply with the regulations of the Secretary of the Interior as set forth in 43 CFR 3273.
- B. Licensee shall comply with the provisions of geothermal utilization regulations in 43 CFR 3270 and all orders issued pursuant to thereto. Copies of the geothermal utilization regulations may be obtained from the Authorized Officer.
- C. Licensee shall comply with the attached Stipulations as conditions for renewal.
- D. Licensee shall allow inspection of the premises and operations by duly authorized representatives of the Department of the Interior and shall provide for the ingress or egress of government, authorized agents, and for users of the land under authority of the United States.
- E. Licensee hereby agrees to hold harmless and indemnify the United States, its officers, agents, employees, successors, or assigns from and against all claims, demands, costs, losses, causes of actions, damages, or liability of whatsoever kind or nature arising out of

or resulting from the utilization of the property by the licensee hereunder. The United States shall not be liable for any damages or injuries to persons or property in, or about, said premises from any cause other than negligent acts or omissions of its officers, agents, or employees.

Section 3: Bond

The licensee shall file with the Authorized Officer and shall maintain at all times the bond required under the regulations to be furnished as a condition to the issuance of this license in the amount established by the licensor and to furnish such additional bond or security as may be required by the licensor.

Section 4: Equal Opportunity Clause

This license is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. A copy of this Order may be obtained from the Authorized Officer.

Section 5: Assignments and Transfers

- A. This license shall be binding upon and inure to the benefit of the successors and assigns of the licensee hereunto. Any proposed transfer in whole or in part of any right, title, or interests in the licensed plant or facility of this license must be filed with the Authorized Officer. The application for transfer must be accompanied by the same showing that the qualification of the transferee is required of the applicant and must be supported by a stipulation that the assignee will comply with and must be bound by all of the terms and conditions of this license. No transfer will be valid unless and until it is approved in writing by the Authorized Officer. Any such application for approval to transfer shall be expeditiously reviewed (in no event longer than 60 calendar days) by the Authorized Officer and such approval shall not be unreasonably withheld.
- B. An application for approval of an assignment or transfer shall be accompanied by a non-refundable fee as specified by the regulations at 43 CFR 3273.26.

Section 6: Termination and Relinquishment

- A. The licensee may surrender this license by filing a written relinquishment with the Authorized Officer. The relinquishment shall include a statement as to whether the land covered by the license has been disturbed and, if so, whether it has been restored as prescribed by the terms, conditions, and stipulations of the license. The relinquishment will not be accepted until the requirements for reclamation of the land have been met.
- B. The license may be cancelled upon written order of the Authorized Officer for violation of the terms, conditions, or stipulations hereof, or of any of the regulations or orders applicable hereto, subject to notice and right of appeal as provided in the regulations.
- C. Following relinquishment, expiration, or cancellation, the licensee shall within two years following the termination of the license remove all structures, machinery, and other

equipment from the above-described lands, and restore the land in accordance with Section 6(D) of this license. Additional time may be granted by the Authorized Officer upon a showing of good cause by the licensee. The bond required by this license shall not be released until the reclamation process has been completed to the satisfaction of the Authorized officer.

- D. Prior to the termination of the bond liability and to the extent deemed necessary by the licensor, the licensee shall reclaim all surface disturbances as required, remove all debris or solid waste, and, as far as possible, repair the offsite and onsite damage caused by its activity or activities incidental thereto, and return access roads and trails and the licensed lands to an acceptable condition, including the removal of structures, if required. The Authorized Officer shall prescribe the steps to be taken by the licensee to protect the surface and the environment and for the restoration of the licensed lands and other lands affected by the operations on the licensed lands and improvements thereon, whether or not the improvements are owned by the United States.

Section 7: Unlawful Interest

No member of, or delegate to, Congress or Resident Commissioner, after their election or appointment, or either before or after they have qualified and during their continuance in office, and no officer, or agent or employee of the Department of the Interior, except as provided in 43 CFR 7.3(a)(1), shall be admitted to any share or part in this license or derive any benefit that may arise there from; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this license so far as the same may be applicable.

Robert Sovil November 6, 0223

Robert E. Sovil
Acting, Deputy State Director
Division of Energy & Minerals

NORTHERN CALIFORNIA POWER AGENCY

1-Attachment:

Stipulations – (4pp)

Date _____

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public*Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**STIPULATIONS for SITE LICENSES CACA 5084 (NCPA Power Plant 1)
and CACA 13308 (NCPA Power Plant 2)**

1. The Holder shall comply with all stipulations contained herein unless otherwise approved in writing by the Authorized Officer. Non-compliance with the stipulations by the Holder, its agents or contractors may, at the option of the Authorized Officer, result in suspension or termination of the site license or adverse action against the Holder.
2. The Holder shall indemnify the United States against claims for injury to persons or damages to property due to operation and use under the herein site license.
3. The Holder shall comply with applicable Federal and State laws and regulations issued there under, existing or hereafter enacted or promulgated, affecting in any manner operation, maintenance or termination of the site license.
4. The Holder agrees that in the event of a violation or failure to comply with the stipulations imposed herein, the United States may seek judicial enforcement of all legal requirements, including termination of the site license.
5. The Authorized Officer or designated representative shall have the right to inspect the site jointly with the Holder or its agents at any reasonable time to ensure compliance with the stipulations of the site license.
6. The Holder shall confine all activities, equipment storage, etc. within the area specifically defined in the site license. No new construction is authorized.
7. The Holder shall promptly clear any and all waste, litter, trash and debris from the area for the term of the site license and dispose of the material promptly at an appropriate waste disposal site.
8. The Holder, its agents or contractors' area liable for damages related to its activities and are responsible for incidents on its sites, including but not limited to hazmat, vandalism, and accidents with recreational visitors. The Holder will take measures to ensure visitor safety such as signing, flagging, lighting, etc.
9. Prior to abandonment or relinquishment, the Holder shall contact the Authorized Officer to arrange a pre-termination conference. This conference will be held to review the stipulations associated with termination.

10. Should the site be abandoned or relinquished, all disturbed areas will be reclaimed (i.e., re-contoured and rehabilitated), to the satisfaction and with prior approval of the BLM Authorized Officer. In addition, the Licensee shall submit a Plan of Reclamation to the BLM Authorized Officer. The Plan must include a description of the procedures to be used to restore the lands disturbed by the project. The plan must be approved by the appropriate Federal, State and County agencies and by BLM. Such reclamation activities would begin within ten (10) working days after agency(s) approval.
11. The Licensee shall cooperate with BLM in monitoring conditions relating to the operations of this power plant, in addition to complying with applicable permit requirements. Licensee shall provide copies of the facility annual monitoring reports that comply with outstanding conditions in Appendix D of USGS-CEC joint compliance monitoring report of 80-AFC-1. The reports shall include values for the concentrations of monitored chemical constituents in relation to the maximum allowable concentrations or limits for each constituent. Other pertinent reports, such as water quality monitoring data (Appendix D of USGS-CEC WQ71), may be requested by BLM.
12. The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et. seq.) on the site license area unless the release or threatened release is wholly related to the Holder's activities. This applies without regard to whether a release is caused by the Holder, its agent or unrelated third party.
13. The Holder shall comply with all applicable local, State, and Federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. The Holder shall immediately report to applicable regulatory agencies any release of hazardous substances (leaks, spills, etc.) caused by the Holder or third parties in excess of the reportable quantity as required by Federal, State, or local laws and regulations. A copy of any report required or requested by any Federal, State or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal, State or local government agency.
14. The Holder shall immediately notify the Authorized Officer of any release of a reportable quantity of hazardous substances, toxic substances, or hazardous waste on or near the site license area potentially affecting the site license area of which the Holder is aware.
15. As required by law, the Holder shall have responsibility for and shall take all action(s) necessary to fully remediate and address the release of hazardous substances(s) on or emanating from the public lands caused by the Holder. A report describing activities

conducted to remediate and address a hazardous substance(s) release will be furnished to the BLM Authorized Officer within three (3) days after the work has been completed.

16. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the Authorized Officer written approval of a Pesticide Use Plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer. Pesticide Use Plans are valid for 3 years. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.
17. The Licensee shall prevent birds from entering vents at the power plant facility.
18. The Holder shall comply with all applicable local, State, and Federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Holder agrees to indemnify and hold harmless, within the limits, if any, established by State law (as State law exists on the effective date of the ROW /site license), the United States against any liability arising from the Holder's use or occupancy regardless of whether the Holder has actually developed or caused development to occur, from the time of the issuance of this ROW grant/site license to the Holder, and throughout its term. This agreement to indemnify and hold harmless the United States against liability shall apply to liability caused by the Holder, its agents, or contractors. If the liability is caused by third parties, the Holder will pursue legal remedies against such third parties as if the Holder were a fee owner.
19. The Holder shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable Federal, State, or local laws or regulations. The Holder shall be responsible for dust abatement within the limits of the ROW grant/site license and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Holder shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy.
20. Notwithstanding, whether a violation of any air quality permit, law or regulation results, the Holder will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Holder.
21. Prior to relinquishment, abandonment or termination, the Holder shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The

abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

22. The collection of native plants or wildlife, or harassing wildlife on site is prohibited. Any wildlife encountered during the course of an activity, including construction, operation, and decommissioning will be allowed to leave the area of its own accord unharmed. It is recognized that Animal Damage Control measures may be necessary for the protection of human health and safety. In such cases, efforts will be made to safely remove wildlife from the area before any lethal measures are considered or employed against individual wildlife threats.
23. Activities that require or result in new surface disturbance will require BLM review. under Section 106 of the National Historic Preservation Act.
24. If the Holder, its agents, or contractors observe prehistoric (Native American) or historic era (post-contact) during operation, maintenance, or termination, they will halt work immediately in the vicinity (minimum of 100 ft. buffer) of the find(s) and notify the project archaeologist and the BLM, Ukiah Field Office, so that the resource value may be documented and assessed as soon as possible. In coordination with the BLM, the find(s) shall be formally recorded and evaluated by an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. The proponent must protect the cultural resource discovery from further disturbance pending evaluation.
25. If human remains and/or cultural items defined by the Native American Graves Protection and Repatriation Act are inadvertently discovered during construction, operation, maintenance, or termination, all work in the vicinity of the find(s) shall cease the appropriate County Coroner and the BLM Ukiah Field Office Authorized Officer and Archaeologist shall be contacted immediately pursuant to Section (3)(d)(I) of the Act, and provide a copy of the Discovery of Potential Human Remains incident form within 24 hours. BLM Law Enforcement may be reached at 707-468-4000 or other phone number provided by BLM, if unable to contact the BLM dispatch at the number above call Emergency Services at 911. Further, pursuant to 43 CFR 10.4 the Holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Field Office. Protective and/or mitigation measures specified by the Field Office may be required.
26. The project permittee/Licensee is responsible for informing all persons associated with this project that they would be subject to prosecution for knowingly disturbing Native American Indian shrines, prehistoric and historic-era archaeological sites, or for collecting artifacts of any kind, including historic-era bottles and cans and projectile points (arrowheads) from Federal lands pursuant to the 1906 American Antiquities Act (P.L. 59- 209; 34 Stat. 225; 16 U.S.C. 432, 433), the Archaeological Resource Protection Act of 1979 (P.L. 96-95; 93 Stat. 721; 16 U.S.C. 470ee as amended), and/or other federal laws and regulations.

27. The operator/permittee agrees to keep the specific location of sensitive resources confidential. Sensitive resources include threatened species, endangered species, and rare species, archaeological sites, caves, fossil sites, minerals, commercially valuable resources, and sacred ceremonial sites.
28. All cultural resources/archaeological work including monitoring will be conducted by professional cultural resource specialists meeting the Secretary of the Interior's Professional Qualification Standards for Historic Preservation. Additionally, in some instances it may be necessary that Tribal monitors work alongside cultural resource specialists.

**LICENSE FOR AN ELECTRICAL POWER PLANT SITE
UTILIZING GEOTHERMAL RESOURCES**

Serial number: CACA 13308 (NCPA 2)

Located: T10 N., R08 W., Section 2, SENW, MDMB, Sonoma County, California.

This site license entered into on 01 November 2023, between the United States of America, the Licensor, through the Bureau of Land Management (BLM), and the Northern California Power Agency (NCPA), the Licensee, is hereby issued, to operate a geothermal generation plant under the Geothermal Steam Act of 1970, as amended by the Energy Policy Act of 2005 (30 U.S.C. 1001-1025), and is subject to all applicable Federal, State, and Local laws and regulations including 43 CFR section 3200.

Section 1: Rights Under License

This license confers the right to operate and maintain up to a 110 MW electric generating plant and related facilities or appurtenant structures as part of the NCPA 2 Power Plant in accordance with the terms and conditions of this license, the approved utilization plan, and the applicable regulations, on those certain lands situated in the County of Sonoma, State of California, described above.

This license is for an additional term of 30 years, with a preferential right of renewal of this license under such terms and conditions as the licensor may deem appropriate and, provided that this license may be terminated as described in Section 6 hereof.

Section 2: Operations

- A. Licensee shall comply with the regulations of the Secretary of the Interior as set forth in 43 CFR 3273.
- B. Licensee shall comply with the provisions of geothermal utilization regulations in 43 CFR 3270 and all orders issued pursuant to thereto. Copies of the geothermal utilization regulations may be obtained from the Authorized Officer.
- C. Licensee shall comply with the attached Stipulations as conditions for renewal.
- D. Licensee shall allow inspection of the premises and operations by duly authorized representatives of the Department of the Interior and shall provide for the ingress or egress of government, authorized agents, and for users of the land under authority of the United States.
- E. Licensee hereby agrees to hold harmless and indemnify the United States, its officers, agents, employees, successors, or assigns from and against all claims, demands, costs, losses, causes of actions, damages, or liability of whatsoever kind or nature arising out of or resulting from the utilization of the property by the licensee hereunder. The United

States shall not be liable for any damages or injuries to persons or property in, or about, said premises from any cause other than negligent acts or omissions of its officers, agents, or employees.

Section 3: Bond

The licensee shall file with the Authorized Officer and shall maintain at all times the bond required under the regulations to be furnished as a condition to the issuance of this license in the amount established by the licensor and to furnish such additional bond or security as may be required by the licensor.

Section 4: Equal Opportunity Clause

This license is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. A copy of this Order may be obtained from the Authorized Officer.

Section 5: Assignments and Transfers

- A. This license shall be binding upon and inure to the benefit of the successors and assigns of the licensee hereunto. Any proposed transfer in whole or in part of any right, title, or interests in the licensed plant or facility of this license must be filed with the Authorized Officer. The application for transfer must be accompanied by the same showing that the qualification of the transferee is required of the applicant and must be supported by a stipulation that the assignee will comply with and must be bound by all of the terms and conditions of this license. No transfer will be valid unless and until it is approved in writing by the Authorized Officer. Any such application for approval to transfer shall be expeditiously reviewed (in no event longer than 60 calendar days) by the Authorized Officer and such approval shall not be unreasonably withheld.
- B. An application for approval of an assignment or transfer shall be accompanied by a non-refundable fee as specified by the regulations at 43 CFR 3273.26.

Section 6: Termination and Relinquishment

- A. The licensee may surrender this license by filing a written relinquishment with the Authorized Officer. The relinquishment shall include a statement as to whether the land covered by the license has been disturbed and, if so, whether it has been restored as prescribed by the terms, conditions, and stipulations of the license. The relinquishment will not be accepted until the requirements for reclamation of the land have been met.
- B. The license may be cancelled upon written order of the Authorized Officer for violation of the terms, conditions, or stipulations hereof, or of any of the regulations or orders applicable hereto, subject to notice and right of appeal as provided in the regulations.
- C. Following relinquishment, expiration, or cancellation, the licensee shall within two years following the termination of the license remove all structures, machinery, and other equipment from the above-described lands, and restore the land in accordance with Section 6(D) of this license. Additional time may be granted by the Authorized Officer

upon a showing of good cause by the licensee. The bond required by this license shall not be released until the reclamation process has been completed to the satisfaction of the Authorized officer.

- D. Prior to the termination of the bond liability and to the extent deemed necessary by the licensor, the licensee shall reclaim all surface disturbances as required, remove all debris or solid waste, and, as far as possible, repair the offsite and onsite damage caused by its activity or activities incidental thereto, and return access roads and trails and the licensed lands to an acceptable condition, including the removal of structures, if required. The Authorized Officer shall prescribe the steps to be taken by the licensee to protect the surface and the environment and for the restoration of the licensed lands and other lands affected by the operations on the licensed lands and improvements thereon, whether or not the improvements are owned by the United States.

Section 7: Unlawful Interest

No member of, or delegate to, Congress or Resident Commissioner, after their election or appointment, or either before or after they have qualified and during their continuance in office, and no officer, or agent or employee of the Department of the Interior, except as provided in 43 CFR 7.3(a)(1), shall be admitted to any share or part in this license or derive any benefit that may arise there from; and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Sections 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this license so far as the same may be applicable.

Robert Sovil November 6, 2023

Robert E. Sovil
Acting, Deputy State Director
Division of Energy & Minerals

1-Attachment:
Stipulations – (4pp)

NORTHERN CALIFORNIA POWER AGENCY

Date _____

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public*Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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State of California)

County of _____)

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Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**STIPULATIONS for SITE LICENSES CACA 5084 (NCPA Power Plant 1)
and CACA 13308 (NCPA Power Plant 2)**

1. The Holder shall comply with all stipulations contained herein unless otherwise approved in writing by the Authorized Officer. Non-compliance with the stipulations by the Holder, its agents or contractors may, at the option of the Authorized Officer, result in suspension or termination of the site license or adverse action against the Holder.
2. The Holder shall indemnify the United States against claims for injury to persons or damages to property due to operation and use under the herein site license.
3. The Holder shall comply with applicable Federal and State laws and regulations issued there under, existing or hereafter enacted or promulgated, affecting in any manner operation, maintenance or termination of the site license.
4. The Holder agrees that in the event of a violation or failure to comply with the stipulations imposed herein, the United States may seek judicial enforcement of all legal requirements, including termination of the site license.
5. The Authorized Officer or designated representative shall have the right to inspect the site jointly with the Holder of its agents at any reasonable time to ensure compliance with the stipulations of the site license.
6. The Holder shall confine all activities, equipment storage, etc. with the area specifically defined in the site license. No new construction is authorized.
7. The Holder shall promptly clear any and all waste, litter, trash and debris from the area for the term of the site license and dispose of the material promptly at an appropriate waste disposal site.
8. The Holder, its agents or contractors' area liable for damages related to its activities and are responsible for incidents on its sites, including but not limited to hazmat, vandalism, and accidents with recreational visitors. The Holder will take measures to ensure visitor safety such as signing, flagging, lighting, etc.
9. Prior to abandonment or relinquishment, the Holder shall contact the Authorized Officer to arrange a pre-termination conference. This conference will be held to review the stipulations associated with termination.

10. Should the site be abandoned or relinquished, all disturbed areas will be reclaimed (i.e., re-contoured and rehabilitated), to the satisfaction and with prior approval of the BLM Authorized Officer. In addition, the Licensee shall submit a Plan of Reclamation to the BLM Authorized Officer. The Plan must include a description of the procedures to be used to restore the lands disturbed by the project. The plan must be approved by the appropriate Federal, State and County agencies and by BLM. Such reclamation activities would begin within ten (10) working days after agency(s) approval.
11. The Licensee shall cooperate with BLM in monitoring conditions relating to the operations of this power plant, in addition to complying with applicable permit requirements. Licensee shall provide copies of the facility annual monitoring reports that comply with outstanding conditions in Appendix D of USGS-CEC joint compliance monitoring report of 80-AFC-1. The reports shall include values for the concentrations of monitored chemical constituents in relation to the maximum allowable concentrations or limits for each constituent. Other pertinent reports, such as water quality monitoring data (Appendix D of USGS-CEC WQ71), may be requested by BLM.
12. The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et. seq.) on the site license area unless the release or threatened release is wholly related to the Holder's activities. This applies without regard to whether a release is caused by the Holder, its agent or unrelated third party.
13. The Holder shall comply with all applicable local, State, and Federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. The Holder shall immediately report to applicable regulatory agencies any release of hazardous substances (leaks, spills, etc.) caused by the Holder or third parties in excess of the reportable quantity as required by Federal, State, or local laws and regulations. A copy of any report required or requested by any Federal, State or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal, State or local government agency.
14. The Holder shall immediately notify the Authorized Officer of any release of a reportable quantity of hazardous substances, toxic substances, or hazardous waste on or near the site license area potentially affecting the site license area of which the Holder is aware.
15. As required by law, the Holder shall have responsibility for and shall take all action(s) necessary to fully remediate and address the release of hazardous substances(s) on or emanating from the public lands caused by the Holder. A report describing activities

conducted to remediate and address a hazardous substance(s) release will be furnished to the BLM Authorized Officer within three (3) days after the work has been completed.

16. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the Authorized Officer written approval of a Pesticide Use Plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer. Pesticide Use Plans are valid for 3 years. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.
17. The Licensee shall prevent birds from entering vents at the power plant facility.
18. The Holder shall comply with all applicable local, State, and Federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Holder agrees to indemnify and hold harmless, within the limits, if any, established by State law (as State law exists on the effective date of the ROW /site license), the United States against any liability arising from the Holder's use or occupancy regardless of whether the Holder has actually developed or caused development to occur, from the time of the issuance of this ROW grant/site license to the Holder, and throughout its term. This agreement to indemnify and hold harmless the United States against liability shall apply to liability caused by the Holder, its agents, or contractors. If the liability is caused by third parties, the Holder will pursue legal remedies against such third parties as if the Holder were a fee owner.
19. The Holder shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable Federal, State, or local laws or regulations. The Holder shall be responsible for dust abatement within the limits of the ROW grant/site license and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Holder shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy.
20. Notwithstanding, whether a violation of any air quality permit, law or regulation results, the Holder will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Holder.
21. Prior to relinquishment, abandonment or termination, the Holder shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The

abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

22. The collection of native plants or wildlife, or harassing wildlife on site is prohibited. Any wildlife encountered during the course of an activity, including construction, operation, and decommissioning will be allowed to leave the area of its own accord unharmed. It is recognized that Animal Damage Control measures may be necessary for the protection of human health and safety. In such cases, efforts will be made to safely remove wildlife from the area before any lethal measures are considered or employed against individual wildlife threats.
23. Activities that require or result in new surface disturbance will require BLM review under Section 106 of the National Historic Preservation Act.
24. If the Holder, its agents, or contractors observe prehistoric (Native American) or historic era (post-contact) during operation, maintenance, or termination, they will halt work immediately in the vicinity (minimum of 100 ft. buffer) of the find(s) and notify the project archaeologist and the BLM, Ukiah Field Office, so that the resource value may be documented and assessed as soon as possible. In coordination with the BLM, the find(s) shall be formally recorded and evaluated by an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. The proponent must protect the cultural resource discovery from further disturbance pending evaluation.
25. If human remains and/or cultural items defined by the Native American Graves Protection and Repatriation Act are inadvertently discovered during construction, operation, maintenance, or termination, all work in the vicinity of the find(s) shall cease the appropriate County Coroner and the BLM Ukiah Field Office Authorized Officer and Archaeologist shall be contacted immediately pursuant to Section (3)(d)(I) of the Act, and provide a copy of the Discovery of Potential Human Remains incident form within 24 hours. BLM Law Enforcement may be reached at 707-468-4000 or other phone number provided by BLM, if unable to contact the BLM dispatch at the number above call Emergency Services at 911. Further, pursuant to 43 CFR 10.4 the Holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Field Office. Protective and/or mitigation measures specified by the Field Office may be required.
26. The project permittee/Licensee is responsible for informing all persons associated with this project that they would be subject to prosecution for knowingly disturbing Native American Indian shrines, prehistoric and historic-era archaeological sites, or for collecting artifacts of any kind, including historic-era bottles and cans and projectile points (arrowheads) from Federal lands pursuant to the 1906 American Antiquities Act (P.L. 59-209; 34 Stat. 225; 16 U.S.C. 432, 433), the Archaeological Resource Protection Act of 1979 (P.L. 96-95; 93 Stat. 721; 16 U.S.C. 470ee as amended), and/or other federal laws and regulations.

27. The operator/permittee agrees to keep the specific location of sensitive resources confidential. Sensitive resources include threatened species, endangered species, and rare species, archaeological sites, caves, fossil sites, minerals, commercially valuable resources, and sacred ceremonial sites.
28. All cultural resources/archaeological work including monitoring will be conducted by professional cultural resource specialists meeting the Secretary of the Interior's Professional Qualification Standards for Historic Preservation. Additionally, in some instances it may be necessary that Tribal monitors work alongside cultural resource specialists.



19

Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: First Amendment to the Geothermal Plant 1 Cooling Tower Refurbishment Project; Applicable to the following: NCPA's Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of the First Amendment to Resolution 22-93 for the Geothermal Plant 1 Cooling Tower Refurbishment Project: 1) authorizing additional funds of \$1,741,353 for a revised total not to exceed amount of \$4,600,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; 3) authorizing \$1,800,000 collected in the FY25 Geothermal budget; and 4) approval to spend up to \$300,000 from the Maintenance Reserve fund, with \$150,000 from the approved FY24 Maintenance Reserve fund and the remaining \$150,000 collected in the FY25 Maintenance Reserve fund.

BACKGROUND:

In 2022, NCPA staff identified possible thermal performance deficiencies in the cooling towers at the Geothermal Plant 1 due to aging structure and fill technology. Staff determined that the cooling towers needed refurbishment and thermal upgrade services to correct these deficiencies. The Geothermal Plant 1 Cooling Tower Project was originally approved by the Commission on August 25, 2022 (Resolution 22-93) for an amount not to exceed \$2,858,647. This project would replace the existing aging cooling tower splash fill with a modern fill that would increase thermal performance resulting in an increased net MW output to the grid. Pre-project work, including engineering, estimating, and RFP issuance, was completed back in 2022, and the fill product was purchased. The original 2022 project scope did not include prevailing wages in the labor costs, or trucking and disposal costs of the old cooling tower fill. As a result, NCPA did not have sufficient funds for installation of the purchased fill product.

The original Plant 1 Cooling Tower Refurbishment Project was broken out into two phases:

- Phase 1 – Material Procurement and Delivery **(FY23) Complete**
- Phase 2 – Cooling Tower Refurbishment Installation **(FY24)**

The Plant 1 Cooling Tower Refurbishment Project will now be broken out into three phases:

- Phase 1 – Material Procurement and Delivery **(FY23) Complete**
- Phase 2 – Cooling Tower Refurbishment Installation – Unit 2 **(FY24)**
- Phase 3 – Cooling Tower Refurbishment Installation – Unit 1 **(FY25)**

FISCAL IMPACT:

The Plant 1 Cooling Tower Refurbishment Project original cost was not to exceed \$2,858,647. Staff is now seeking approval for an additional \$1,741,353 to complete Phases 2 and 3 of the project, for an updated total project cost not to exceed \$4,600,000. Funds from the remaining phases of this project will come from the approved FY24 budget and collected in the FY25 budget. A breakdown of the project costs by Phase are shown below.

Phase 1 – Material Procurement & Delivery (FY23) COMPLETE	\$1,000,000
Total	\$1,000,000
Phase 2 – Cooling Tower Refurbishment (FY24) Replacement for Unit 2 in FY24	\$1,152,129
Disposal and Trucking of old fill	\$250,000
Tower Maintenance Activities (to be funded from Maintenance Reserve)	\$150,000
Contingency (~7%)	\$97,871
Total	\$1,650,000
Phase 3 – Cooling Tower Refurbishment (FY25) Replacement for Unit 2 in FY25	\$1,285,627
Disposal and Trucking of old fill	\$275,000
Tower Maintenance Activities (to be funded from Maintenance Reserve)	\$150,000
* Contingency (~13%)	\$239,373
Total	\$1,950,000
Total Project Cost	\$4,600,000

Note: The disposal, trucking and contingency cost were increased in 2025 due to inflation.

Phase 2 and Phase 3 of this project include line items for Tower Maintenance Activities for potential discovery maintenance work inside the cooling towers, to be funded from the Maintenance Reserve. A table of the Geothermal FY25 Maintenance Reserve Schedule, including the proposed \$300,000 in potential work related to the Plant 1 Cooling Tower Project, is shown below.

GEO Maintenance Reserve Schedule

Funding/(Expenditures)	Beginning Balance					
		2024	2025	2026	2027	2028
Unit Four Overhaul		(1,664,108)				(6,600,000)
Well Replacement /Workover			(1,000,000)	(2,000,000)	(2,000,000)	-
Balance of Plant Work		(500,000)	(500,000)	(515,000)	(530,450)	(546,364)
Plant 1 & 2 Emergency Eyewash Stations		(140,000)				
Plant 2 Cooling Tower Basin Clean Out		(150,024)				
Contingent maintenance		(150,000)	(500,000)	(512,500)	(525,313)	(538,445)
Projected Requirements		(2,604,132)	(2,000,000)	(3,027,500)	(3,055,763)	(7,684,809)
Annual Funding Req*		3,380,400	5,112,452	5,240,263	5,371,270	5,371,270
Balance	1,908,895	2,685,163	5,797,615	8,010,378	10,325,885	8,012,346
Minimum Emergency Contingency Balance	\$ 2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000

Despite the significant cost increase, the economics of this project remain strong. NCPA staff recommends completion of the project due to the ultimate benefits, which are detailed in the following table:

EXPENDITURE SCHEDULE (total project, i.e.original AFEs plus any supplements)					
Year	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
FY 2023				1,000,000	1,000,000
FY 2024				1,650,000	1,650,000
FY 2025		1,950,000			1,950,000
Total:	-	1,950,000	-	2,650,000	4,600,000

FINANCIAL EVALUATION SUMMARY	
Useful Life (Years):	20.00
IRR:	44%
Payback (years):	3.0
NPV @ 5%:	\$15,755,093
Est. Annual Benefits:	\$994,428

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, Geothermal project staff followed a formal competitive bid process. On March 16, 2022, a Request for Proposal Bid No. GEO-393 for the Geothermal Plant 1 Cooling Tower Refurbishment Project was released, with proposals due by May 26, 2022. Two vendors submitted proposals: EvapTech, Inc. and SPX Cooling Technologies, Inc. NCPA staff determined both proposals were non-responsive due to various technical exceptions in the responses. On June 23, 2022, staff gave written notice of non-responsive bidder to both vendors. After negotiating directly with both vendors, NCPA awarded purchase of the cooling tower fill product to EvapTech, Inc.

The installation of the new cooling tower fill (Phases 2 and 3) was sent out for bid again in November 2023, with the previously-missing prevailing wage costs included. NCPA received responses from two vendors: Alliance Cooling Products & Construction, Inc. and Evaptech, Inc. Alliance Cooling Products & Construction, Inc. was the low bidder at \$2,437,756, while the revised quote from Evaptech, Inc. was \$2,847,187. NCPA intends to award this work to Alliance Cooling Products & Construction, Inc., pending approval of the First Amendment to the Plant 1 Cooling Tower Refurbishment Project.

The trucking and disposal costs for Phases 2 and 3 were sent out for bid in January 2024. Two vendors, Patriot Environmental and ACTEnviro, did not respond to the bid. NCPA received a response from one vendor: MP Environmental Services, with a bid of \$250,000 for FY24 and \$275,000 for FY25 for disposal of the old fill material. NCPA intends to award this work to MP Environmental Services, pending approval of the First Amendment to the Plant 1 Cooling Tower Refurbishment Project.

ENVIRONMENTAL ANALYSIS:

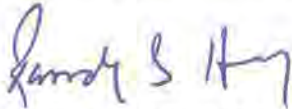
The Plant 1 Cooling Tower Refurbishment Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15302 of the CEQA Guidelines (Class 1 and 2 as applied to electric utility systems). The project consists of maintenance to the existing Plant 1 cooling tower by removing the existing and no longer thermally efficient cooling tower fill and adding modern fill to return and potentially enhance the

energy efficiency of the cooling tower. This project will not change the function, size or operation of the cooling tower. The new fill will potentially improve efficiency of Plant 1 by 2%. NCPA filed a Notice of Exemption that covers this activity with Lake and Sonoma Counties. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

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

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (1):

- Amended Resolution 22-93

AMENDED RESOLUTION 22-93

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE FIRST AMENDMENT TO THE GEOTHERMAL PLANT 1 COOLING TOWER REFURBISHMENT PROJECT

(reference Staff Report #151:24)

WHEREAS, the Geothermal Plant 1 Cooling Towers needs refurbishment and thermal upgrade services. NCPA staff have identified possible thermal performance deficiencies due to aging structure and fill technology. The Geothermal Facility is seeking to refurbish the existing cooling tower in order to increase net MW output to the grid; and

WHEREAS, the Geothermal Plant 1 Cooling Tower Project was originally approved by the Commission on August 25, 2022 (Resolution 22-93) for an amount not to exceed \$2,858,647; and

WHEREAS, pre-project work, including engineering, estimating, and RFP issuance, was completed back in 2022, and the fill product was purchased; and

WHEREAS, the original 2022 project scope did not include prevailing wages in the labor costs, or trucking and disposal costs of the old cooling tower fill. As a result, NCPA did not have sufficient funds for installation of the purchased fill product; and

WHEREAS, the installation of the new cooling tower fill was sent out for bid again in November 2023, with the previously-missing prevailing wage costs included. NCPA received responses from two vendors: Alliance Cooling Products & Construction, Inc. and Evaptech, Inc. Alliance Cooling Products & Construction, Inc. was the low bidder at \$2,437,756. NCPA intends to award this work to Alliance Cooling Products & Construction, Inc., pending approval of the First Amendment to the Plant 1 Cooling Tower Refurbishment Project; and

WHEREAS, the trucking and disposal costs for the old cooling tower fill were sent out for bid in January 2024. Two vendors, Patriot Environmental and ACTEnviro, did not respond to the bid. NCPA received a response from one vendor: MP Environmental Services, with a bid of \$250,000 for FY24 and \$275,000 for FY25 for disposal of the old fill material. NCPA intends to award this work to MP Environmental Services, pending approval of the First Amendment to the Plant 1 Cooling Tower Refurbishment Project; and

WHEREAS, staff is now seeking approval for an additional \$1,741,353 to complete installation of the fill product, for an updated total project cost not to exceed \$4,600,000. Funds from the remaining phases of this project will come from the approved FY24 budget and collected in the FY25 budget. Staff is also seeking approval to spend up to \$300,000 from the Maintenance Reserve Fund, with \$150,000 from the approved FY24 Maintenance Reserve fund and the remaining \$150,000 collected in the FY25 Maintenance Reserve fund; and

WHEREAS, The Plant 1 Cooling Tower Refurbishment Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15302 of the CEQA Guidelines (Class 1 and 2 as applied to electric utility systems). The project consists of maintenance to the existing Plant 1 cooling tower by removing the existing and no longer thermally efficient cooling tower fill and adding modern fill to return and potentially enhance the energy efficiency of the cooling tower. This project will not change the function, size or operation of the cooling tower. The new fill will potentially improve efficiency of Plant 1 by 2%. NCPA filed a Notice of Exemption that covers this activity with Lake and Sonoma Counties. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the First Amendment to Resolution 22-93 for the Geothermal Plant 1 Cooling Tower Refurbishment Project: 1) authorizing additional funds of \$1,741,353 for a revised total not to exceed amount of \$4,600,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; 3) authorizing \$1,800,000 collected in the FY25 Geothermal budget; and 4) approval to spend up to \$300,000 from the Maintenance Reserve fund, with \$150,000 from the approved FY24 Maintenance Reserve fund and the remaining \$150,000 collected in the FY25 Maintenance Reserve fund.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Second Amendment to the NCPA Geothermal Plant 1, Unit 1 Steam Strainer Damage Project; Applicable to the following: NCPA Geothermal Facility

AGENDA CATEGORY: Discussion/Action Jeremy Lawson
Jeremy Lawson (Rev. 20, 2024 14:15 PDF)

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of the Second Amendment to Resolution 23-49 authorizing additional funds of \$250,000 for the Geothermal Plant 1, Unit 1 Steam Strainer Damage Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a revised total not to exceed amount of \$5,750,000, to be funded from the cancelled Intertie Switch Project in the FY24 budget.

BACKGROUND:

On March 1, 2023, NCPA's Geothermal Plant 1, Unit 1 was taken offline for routine seasonal Stretford maintenance. During the course of inspections conducted by NCPA staff, steam strainer failures were found which caused strainer material to enter the steam turbine. NCPA hired Reliable Turbine Services, LLC (RTS) to perform a Steam Path Inspection. RTS removed the upper turbine case and found screen material throughout the turbine rotor and casing diaphragms. RTS completed their inspection of the turbine rotor and found that there was impact damage from the strainer material primarily to the first three stages of the turbine, as well as extensive erosion and wear on the remaining four stages of the turbine. RTS recommended replacement of the blades.

The Geothermal Plant 1, Unit 1 Steam Strainer Damage Project was originally approved by the Commission on May 25, 2023 for an amount not to exceed \$2,500,000. This original approval included \$1,073,465 in contingency funds.

On October 6, 2023, the Commission approved an Amendment to the Geothermal Plant 1, Unit 1 Steam Strainer Project, increasing the budget by \$3,000,000, for an updated total not to exceed of \$5,500,000. While NCPA is on-track to complete the work and return the unit to service on March 21, 2024, due to additional field work on the seals and diaphragm adjustments, the remaining balance of the contingency funds is running low. NCPA would like to increase the contingency by an additional \$250,000 to account for any unexpected findings during the final turbine assembly.

FISCAL IMPACT:

NCPA Members previously approved funding up to \$5,500,000 for this project. The actual cost spent to date is \$5,412,338.21. NCPA is now requesting an additional \$250,000 for the project, to be added to the contingency funds, for an updated total not to exceed amount of \$5,750,000. Having these additional funds will allow for unexpected findings during assembly, and minimize impacts to the return to service date of the unit.

This additional contingency will be funded from the cancelled Intertie Switch Project, which was budgeted in FY24 at \$1,750,000. Of that, \$1,182,348 was previously authorized for additional Plant 2, Unit 4 turbine work, which leaves a remaining balance of \$567,652. There remain sufficient funds from that cancelled project to cover the additional requested amount for the Plant 1, Unit 1 Steam Strainer Damage Project.

A breakdown of the project scope and associated costs is shown below:

Scope of Work	Cost
Inspection To Date	\$1,853,700
Proposal for Turbine Repairs	\$2,851,096
Contingency Funds	\$595,204
Incidentals (Scaffold, Oil Flush)	\$200,000
Additional Contingency for Assembly	\$250,000
Total Project Cost	\$5,750,000

NCPA has an open claim with our insurance carrier stemming from the steam strainer damage. Any funds received from insurance reimbursements will be deposited into the Maintenance Reserve.

SELECTION PROCESS:

On April 10, 2023, NCPA issued a Request for Proposals for the Geothermal Plant 1, Unit 1 Steam Path Inspection Project. Three potential bidders were contacted. One bidder declined and two bidders responded with proposals. RTS was awarded this work based on cost and availability.

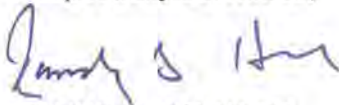
ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), 15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County. No environmental review is necessary.

COMMITTEE REVIEW:

On March 19, 2024, the Special Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Second Amendment to Resolution 23-49

AMENDED RESOLUTION 23-49

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE SECOND AMENDMENT TO THE NCPA GEOTHERMAL PLANT 1, UNIT 1
STEAM STRAINER DAMAGE PROJECT**

(reference Staff Report #154:24)

WHEREAS, on March 1, 2023, NCPA's Geothermal Plant 1, Unit 1 was taken offline for routine seasonal Stretford maintenance. During the course of inspections conducted by NCPA staff, steam strainer failures were found which caused strainer material to enter the steam turbine; and

WHEREAS, NCPA hired Reliable Turbine Services, LLC (RTS) to inspect the turbine rotor. RTS found that there was impact damage from the strainer material primarily to the first three stages of the turbine, as well as extensive erosion and wear on the remaining four stages of the turbine, and recommended replacement of the blades; and

WHEREAS, the NCPA Geothermal Plant 1, Unit 1 Steam Strainer Damage Project was originally approved by the Commission on May 25, 2023 (Resolution 23-49) for an amount not to exceed \$2,500,000. This original approval included \$1,073,465 in contingency funds; and

WHEREAS, on October 6, 2023, the Commission approved an Amendment to the Geothermal Plant 1, Unit 1 Steam Strainer Project, increasing the budget by \$3,000,000, for an updated total amount not to exceed \$5,500,000; and

WHEREAS, NCPA is on-track to complete the work and return the unit to service on March 21, 2024, however, due to additional field work on the seals and diaphragm adjustments, the remaining balance of the contingency funds is running low; and

WHEREAS, staff is now requesting to increase the project budget by \$250,000, for a revised total amount not to exceed \$5,750,000 to account for any unexpected findings during the final turbine assembly; and

WHEREAS, these activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), 15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes approval of the Second Amendment to Resolution 23-49 authorizing additional funds of \$250,000 for the Geothermal Plant 1, Unit 1 Steam Strainer Damage Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a revised total not to exceed amount of \$5,750,000, to be funded from the cancelled Intertie Switch Project in the FY24 budget.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: First Amendment to Geothermal Plant 1, Unit 2 Turbine Overhaul Project;
Applicable to the following: NCPA's Geothermal Facility.

AGENDA CATEGORY: Discussion/Action Jeremy Lawson
Jeremy Lawson (Rfr 20, 2024 1415 POT)

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

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

Approval of the First Amendment to Resolution 24-02 for the Geothermal Plant 1, Unit 2 Turbine Overhaul Project: 1) authorizing additional funding and a budget augmentation of \$2,200,000 for a revised total not to exceed amount of \$9,400,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; and 3) authorizing the use of \$2,200,000 from the Maintenance Reserve to be replenished by Project Participants over a ten-year period in Fiscal Years 2025 - 2034 through the annual budget process.

BACKGROUND:

In December 2023, during a planned transmission line outage scheduled by Pacific Gas and Electric (PG&E), NCPA hired Reliable Turbine Services, LLC (RTS) to perform a nondestructive visual inspection on the Plant 1, Unit 2 turbine rotor L-0 blades. The visual inspection revealed significant wear on the L-0 blades, and RTS recommended that the L-0 blades be replaced. The Geothermal Plant 1, Unit 2 Turbine Overhaul Project was originally approved by the Commission on January 5, 2024 (Resolution 24-02) for an amount not to exceed \$7,200,000.

The Scope of Work for the original proposed Plant 1, Unit 2 Overhaul included the following:

- Turbine Overhaul and Generator Testing
- Transportation and Insurance
- Unit 2 GSU Transformer Overhaul
- Balance of Plant Work
- Lakeville 230kV Line Repairs

As detailed in the original Scope of Work, the Unit 2 turbine rotor and diaphragms were sent off-site to the RTS shop in Sullivan, MO, where the vendor performed the casing assessment along with a full turbine rotor/diaphragm inspection. These inspections revealed that additional refurbishments are needed on the casing and turbine rotor/diaphragm. In addition, NCPA has identified that the main stop valves will need to have additional maintenance performed. None of this additional work was included in the original base scope. The price of this additional maintenance is shown in the table below.

Casing Assessment – Upper and Lower (Welding and Boring Work)	\$653,000
Unit 2 Rotor and Stationary Diaphragm Refurbishments	\$1,303,940
Main Stop Valves – Maintenance	\$250,000
Sub Total	\$2,206,940
Contingency	\$307,391
Total	\$2,514,331
<i>Contingency from Original Project</i>	<i>\$314,331</i>
Additional Funding Request = Total – (Original Contingency)	\$2,200,000

FISCAL IMPACT:

The revised total cost is anticipated not to exceed \$9,400,000. A breakdown of the project costs is shown in the table below.

Description	Cost
Unit 2 Turbine Rotor Overhaul and Generator Reset	\$4,500,000
Unit 2 GSU Transformer Overhaul	\$300,000
Transportation and Insurance	\$100,000
Additional Balance of Plant Work	\$200,000
Incidentals (scaffold, etc)	\$400,000
Lakeville 230KV Line Repairs	\$500,000
Contingency	\$1,200,000
Additional Funding Request = Total - (Original Contingency)	\$2,200,000
Revised Total Not to Exceed	\$9,400,000

The original \$7,200,000 for the Geothermal Plant 1, Unit 2 Overhaul Project was funded from the Geo Decommissioning Reserve. These funds are to be replenished by the Project Participants over a three-year period through the normal budgeting process beginning in Fiscal Year 2025. NCPA is proposing that the additional \$2,200,000 be funded from the Maintenance Reserve and replenished by the Project Participants over a ten-year period through the normal budget process for Fiscal Years 2025-2034. Funding sources for this project are shown in the table below.

Description	Cost
Geo Decommissioning Reserve	\$7,200,000
Geo Maintenance Reserve	\$2,200,000
New Total	\$9,400,000

The budget impact for Fiscal Years 2025-2034 for the proposed ten-year replenishment period of the requested \$2,200,000 into the Maintenance Reserve would be as follows:

(000s)

Funding/(Expenditures)	Beginning Balance	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Reserve Activity												
Unit One Overhaul							(6,831)					(8,049)
Unit Two Overhaul								(7,070)				
Proposed: Unit Two Turbine Overhaul Project	(2,200)											
Unit Four Overhaul	(1,664)					(6,600)					(7,777)	
Well Replacement /Workover			(1,000)	(2,000)	(2,000)		(1,500)		(1,500)	(1,000)		
Balance of Plant Work	(500)	(500)	(515)	(530)	(546)	(563)	(580)	(597)	(615)	(633)	(652)	
Plant 1 & 2 Emergency Eyewash Stations	(140)											
Plant 2 Cooling Tower Basin Clean Out	(150)											
Contingent maintenance	(150)	(500)	(513)	(525)	(538)	(552)	(566)	(580)	(594)	(609)	(624)	
Projected Requirements		(4,804)	(2,000)	(3,028)	(3,056)	(7,685)	(9,446)	(8,215)	(2,677)	(2,209)	(9,020)	(9,326)
Additional Collection Fiscal Years 2025-2034			220	220	220	220	220	220	220	220	220	220
Annual Funding Req*	3,380	5,112	5,240	5,371	5,371	5,506	5,643	5,784	5,929	6,077	6,229	
Vendor Refund Well Work Over Project	99											
Balance	1,909	584	3,917	6,349	8,885	6,791	3,071	719	4,046	7,986	5,263	2,386
Minimum Emergency Contingency Balance	\$ 2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250

SELECTION PROCESS:

RTS was already on site working on a separate project for Unit 1 when the Unit 2 turbine issues were identified. Attempting to complete the Unit 2 work utilizing a separate vendor would have resulted in significant delay of work claims from both, as well as inefficiencies coordinating the project schedules. As a result, NCPA awarded work for the Unit 2 Turbine Overhaul Project to RTS on a sole-source basis. RTS will perform the additional refurbishment work for the turbine casing, rotor, and stationary diaphragms.

NCPA solicited competitive bids for the additional maintenance work on the main stop. NCPA sent out a request for proposal on February 21, 2024. Two vendors, Custom Valve Solutions, Inc. and Industrial Service Solutions, LLC dba Bay Valve Service, declined to bid. NCPA received a response from one vendor: CTI Controltech, Inc., with a bid of \$186,010. NCPA intends to award this work to CTI Controltech, Inc., pending approval of the First Amendment to the Plant 1, Unit 2 Turbine Overhaul Project.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), 15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County. No environmental review is necessary.

COMMITTEE REVIEW:

On March 19, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Amended Resolution 24-02

AMENDED RESOLUTION 24-02

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FIRST AMENDMENT TO THE NCPA GEOTHERMAL PLANT 1, UNIT 2
TURBINE OVERHAUL PROJECT**

(reference Staff Report #155:24)

WHEREAS, in December 2023, during a planned transmission line outage scheduled by Pacific Gas and Electric (PG&E), NCPA hired Reliable Turbine Services, LLC (RTS) to perform a nondestructive visual inspection on the Plant 1, Unit 2 turbine rotor L-0 blades. The visual inspection revealed significant wear on the L-0 blades, and RTS recommended that the L-0 blades be replaced; and

WHEREAS, the Geothermal Plant 1, Unit 2 Turbine Overhaul Project was originally approved by the Commission on January 5, 2024 (Resolution 24-02) for an amount not to exceed \$7,200,000; and

WHEREAS, as detailed in the original Scope of Work, the Unit 2 turbine rotor and diaphragms were sent off-site to the RTS shop in Sullivan, MO, where the vendor performed the casing assessment along with a full turbine rotor/diaphragm inspection. These inspections revealed that additional refurbishments are needed on the casing and turbine rotor/diaphragm. In addition, NCPA has identified that the main stop valves will need to have additional maintenance performed. None of this work was included in the original base scope; and

WHEREAS, staff is now seeking approval for an additional \$2,200,000, for an updated total project cost not to exceed \$9,400,000 for the additional work required to complete this project; and

WHEREAS, RTS will perform the additional refurbishment work for the turbine casing, rotor, and stationary diaphragms. NCPA sent out a request for proposal on February 21, 2024 for the additional maintenance work on the main stop valves. Two vendors declined to bid. NCPA received a response from one vendor: CTI Controltech, Inc., with a bid of \$186,010. NCPA intends to award this work to CTI Controltech, Inc. pending approval of the First Amendment to the Plant 1, Unit 2 Turbine Overhaul Project; and

WHEREAS, these activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), 15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes approval of the First Amendment to Resolution 24-02 for the Geothermal Plant 1, Unit 2 Turbine Overhaul Project: 1) authorizing additional funding and a budget augmentation of \$2,200,000 for a revised total not to exceed amount of \$9,400,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; and 3) authorizing the use of \$2,200,000 from the Maintenance Reserve to be replenished by Project Participants over a ten-year period in Fiscal Years 2025 - 2034 through the annual budget process.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Authorize General Manager to Provide Response Letter to Agency Retirees Requesting Reimbursement of Medicare Part B and D Premiums

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approve Resolution 24-39 authorizing the General Manager to provide a response letter, on behalf of the NCPA Commission, notifying NCPA retirees of the Commission's conclusion after review of internal and external evaluation of their request to be reimbursed for Medicare part B and D premiums.

BACKGROUND:

Beginning in 2022, the Agency began receiving Public Record Act (PRA) requests from Agency retirees, requesting information and Agency records regarding retiree reimbursement for Medicare part B and D premiums. Agency staff pulled available Agency records, evaluated Agency staff reports, personnel policies and Commission resolutions in an effort to determine historical Agency intent and resulting action. Agency staff provided records relevant to their requests.

After the Agency's numerous responses, the retirees came to the Commission requesting the Agency have a third party evaluate whether the Agency made an employee agreement to reimburse retiree Medicare part B and D premiums. Due to this request, the Executive Committee directed Agency staff to re-evaluate the facts based on the applicable legal standards.

Agency Document Review:

To determine if a post-employment benefit is vested, the Agency must carefully review the language of any written documents creating any post-employment benefit. A memorandum of understanding, personnel rule, employment contract, or other agency policy may create a post-employment benefit.

The idea of a vested right is that an employer promises a benefit in the future if the employee provides service today and the employer promises that the benefit will not be terminated or modified.

The Agency compared all historic Agency documentation (Staff Reports, Resolutions, MOU's, Policies and Procedures) against this standard to ascertain whether NCPA promised to pay 100% full medical plan coverage of premiums, including reimbursement of Medicare Part B and D premiums, upon retirement and meeting vesting requirements.

Findings:

Based upon this enhanced review, Agency staff concluded the Agency's documentation does not demonstrate that the retirees, and particularly those who retired in 2012, were promised reimbursement of Medicare Part B premiums.

- In a 2000 Staff Report, NCPA stated that continued payment of medical insurance premiums by the Agency is the only additional benefits NCPA employees receive upon retirement and that the policy reverts to a Medicare supplement policy with the premium continuing to be paid by NCPA at age 65. As early as 2002, NCPA included Appendix 415.19 – Retirement Procedure – dated March 25, 2002 in its personnel policy manual.

This Procedure explicitly states that the retired employee is responsible for paying the cost of Medicare Part B.

- Assuming that Appendix 415.19 was effective as of that date and distributed to and acknowledged by annuitants when they were active employees prior to their retirement, the annuitants were on notice that they would be responsible for Medicare Part B premiums upon their retirement and reaching age 65.
- The MOUs also state that they are not intended to supersede or modify any Agency personnel rules and regulations unless expressly provided by specific reference to the applicable rule or regulation. There is no language in the MOUs that contradicts or otherwise references the Retirement Procedure.

In each Agency Resolution related to CalPERS, NCPA sets its contributions toward enrollment in PERS plans, mentioning administrative fees and Contingency Reserve Fund assessments. The Resolutions do not mention payment of or contributions toward Medicare premiums of any type.

If the intent had been to make contributions for retiree healthcare to CalPERS directly for CalPERS supplemental Medicare coverage and to also reimburse retirees for Medicare Part B and/or D premiums, based on language used throughout the documents, this would have been explicitly stated. The absence of such language suggests that no such promise was made.

For many years, until approximately December 2015, the employer contribution to retiree health benefits was the same as that of and tied to active employees. As a result, until this time, it is unlikely that there was any intent to reimburse retirees for Medicare premiums as there was no provision for doing so as to active employees.

NCPA did not promise reimbursement of Medicare Part B and D premiums to retirees.

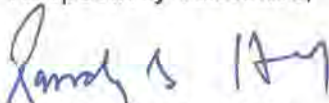
FISCAL IMPACT:

Approval of this action will have no fiscal impact.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-39

RESOLUTION 24-39

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO PROVIDE A RESPONSE LETTER TO AGENCY RETIREES REQUESTING REIMBURSEMENT OF MEDICARE PART B AND D PREMIUMS

(reference Staff Report #152:24)

WHEREAS, beginning in 2022, the Agency began receiving Public Record Act (PRA) requests from Agency retirees, requesting information and Agency records regarding retiree reimbursement for Medicare part B and D premiums. Agency staff pulled available Agency records, evaluated Agency staff reports, personnel policies and Commission resolutions in an effort to determine historical Agency intent and resulting action. Agency staff provided records relevant to their requests; and

WHEREAS, after the Agency's numerous responses, the retirees came to the Commission requesting the Agency have a third party evaluate whether the Agency made an employee agreement to reimburse retiree Medicare part B and D premiums. Due to this request, the Executive Committee directed Agency staff to re-evaluate the facts based on the applicable legal standards; and

WHEREAS, the Agency compared all historic Agency documentation (Staff Reports, Resolutions, MOU's, Policies and Procedures) against this standard to ascertain whether NCPA promised to pay 100% full medical plan coverage of premiums, including reimbursement of Medicare Part B and D premiums, upon retirement and meeting vesting requirements; and

WHEREAS, based upon this enhanced review, Agency staff concluded the Agency's documentation does not demonstrate that the retirees were promised reimbursement of Medicare Part B premiums, stating if the intent had been to make contributions for retiree healthcare to CalPERS directly for CalPERS supplemental Medicare coverage and to also reimburse retirees for Medicare Part B and/or D premiums, based on language used throughout the documents, this would have been explicitly stated. The absence of such language suggests that no such promise was made; 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 provide a response letter, on behalf of the NCPA Commission, notifying NCPA retirees of the Commission's conclusion after review of internal and external evaluation of their request to be reimbursed for Medicare part B and D premiums.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST: _____
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: March 28, 2024

SUBJECT: Approval of Transmission Owner Rate Case Program Agreement

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approve Resolution 24-40 approving the Transmission Owner Rate Case Program Agreement, and authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the Transmission Owner Rate Case Program Agreement on behalf of NCPA, including any non-substantial changes to the Transmission Owner Rate Case Program Agreement approved by the NCPA General Counsel.

BACKGROUND:

NCPA has been directed by the NCPA Commission to establish facilities, staff, and the capability to act on behalf of certain Members (the "Participants") to engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect transmission costs. In response to this direction, NCPA has developed the Transmission Owner Rate Case Program Agreement through which NCPA will provide Services to the Participants. Services shall include, but are not limited to (i) representing the interests of the Participants by monitoring, analyzing, and participating in TO rate cases before FERC and any related judicial appeals, where such applies to TO rate cases and new related transmission activity matters that are filed, (ii) engaging in other related filings and industry developments that affect the cost or provision of transmission service under TO rate cases, and (iii) engaging in other transmission cost related activities as may be approved by the Participants.

As further described in the Transmission Owner Rate Case Program Agreement, each Participant that elects to join the program will be obligated to pay its equitable share of costs associated with NCPA's provision of Services, in accordance with the Power Management and Administrative Services Agreement and the Transmission Owner Rate Case Program Agreement. Also, upon full execution of the Transmission Owner Rate Case Program Agreement, the Transmission Owner Rate Case Program Agreement shall be deemed a Special Conditions Services Agreement under the Power Management and Administrative Services Agreement by the Commission.

Please find attached a copy of the Transmission Owner Rate Case Program Agreement attached to this staff report for your reference.

FISCAL IMPACT:

All costs incurred under the program, direct and indirect, will be allocated to the Participants based on the Program Participant Percentages, as reflected in Exhibit A of the Transmission Owner Rate Case Program Agreement.

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

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-40
- Transmission Owner Rate Case Program Agreement

RESOLUTION 24-40

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING TRANSMISSION OWNER RATE CASE PROGRAM AGREEMENT

(reference Staff Report #153:24)

WHEREAS, NCPA has been directed by the Northern California Power Agency (NCPA) Commission to establish facilities, staff, and the capability to act on behalf of certain Members (the "Participants") to engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect transmission costs; and

WHEREAS, in response to this direction, NCPA has developed the Transmission Owner Rate Case Program Agreement through which NCPA will provide Services to the Participants; and

WHEREAS, the Program Agreement establishes the terms and conditions under which NCPA will supply the Services; and

WHEREAS, services shall include, but are not limited to (i) representing the interests of the Participants by monitoring, analyzing, and participating in TO rate cases before FERC and any related judicial appeals, where such applies to TO rate cases and new related transmission activity matters that are filed, (ii) engaging in other related filings and industry developments that affect the cost or provision of transmission service under TO rate cases, and (iii) engaging in other transmission cost related activities as may be approved by the Participants; and

WHEREAS, as further described in the Transmission Owner Rate Case Program Agreement, each Participant that elects to join the program will be obligated to pay its equitable share of costs associated with NCPA's provision of Services, in accordance with the Power Management and Administrative Services Agreement and the Transmission Owner Rate Case Program Agreement; and

WHEREAS, upon full execution of the Transmission Owner Rate Case Program Agreement, the Transmission Owner Rate Case Program Agreement shall be deemed a Special Conditions Services Agreement under the Power Management and Administrative Services Agreement by the Commission; and

WHEREAS, all costs incurred under the program, direct and indirect, will be allocated to the Participants based on the Program Participant Percentages, as reflected in Exhibit A of the Transmission Owner Rate Case Program Agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 24-40 approving the Transmission Owner Rate Case Program Agreement, and authorizing the General Manager of Northern California Power Agency to enter into the Transmission Owner Rate Case Program Agreement on behalf of NCPA, including any non-substantial changes to the Transmission Owner Rate Case Program Agreement approved by the NCPA General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST: _____
ASSISTANT SECRETARY

**TRANSMISSION OWNER RATE CASE
PROGRAM AGREEMENT**

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This TRANSMISSION RATE CASE PROGRAM AGREEMENT ("the Agreement") is made effective as of _____ by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA") and those of its Members who execute this Agreement ("Participants"). NCPA and the Participants are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Power Management and Administrative Services Agreement, dated October 1, 2014, which establishes the framework under which Members who are signatory to the Power Management and Administrative Services Agreement may enter into one or more Service Agreements with NCPA.

D. Pursuant to the Power Management and Administrative Services Agreement, from time to time special conditions or requirements for services may be requested from NCPA by Members under which no existing Services Agreement is available to satisfy such needs, and at the sole discretion of the Commission, certain "one-off" agreements maybe developed between NCPA and a Member, or group of Members, to enable NCPA to provide such special services.

E. The Participants have requested NCPA to establish facilities, staff and the capability to act on behalf of the Participants to engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect the CAISO transmission costs, or other transmission costs as may be applicable, to protect the Participants' transmission assets and to strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets, other markets, or as otherwise may be applicable.

F. In response to the Participants' desire for NCPA to engage in the activities further described in this Agreement, NCPA has established the facilities, staff and the capability for the provision of Services to the Participants in accordance with this Agreement.

G. Each Participant agrees to pay its equitable share of costs associated with NCPA's provision of Services, in accordance with the Power Management and Administrative Services Agreement and this Agreement.

H. The Participants further desire, insofar as possible, to insulate other Members, whether or not such Members are also Participants, from risks inherent in the services and transactions undertaken on behalf of any given Member or group of Members.

I. Upon full execution of this Agreement, this Agreement shall be deemed a Special Conditions Services Agreement under the Power Management and Administrative Services Agreement by the Commission.

J. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 "Administrative Services Costs" means that portion of the NCPA administrative, general and occupancy costs and expenses, including those costs and expenses associated with the operations, direction and supervision of the general affairs and activities of NCPA, general management, treasury operations, accounting, budgeting, payroll, human resources, information technology, facilities management, salaries and wages (including retirement benefits) of employees, facility operation and maintenance costs, taxes and payments in lieu of taxes (if any), insurance premiums, fees for legal, engineering, financial and other services, power management services, general settlement and billing and general risk management costs, that are charged directly or apportioned to the provision of Services pursuant to this Agreement. Administrative Services Costs as separately defined herein and used in the context of this Agreement is different and distinct from the term Administrative Services Costs as defined in Section 1 of the Power Management and Administrative Services Agreement.

1.1.2 "Agreement" means this Transmission Rate Case Program Agreement, including all Exhibits attached hereto.

1.1.3 "All Resources Bill" means the single, combined monthly bill from NCPA to a Participant with respect to all NCPA services, programs and NCPA Projects.

1.1.4 "Defaulting Participant" has the meaning set forth in Section 9.2 of this Agreement.

1.1.5 "Effective Date" has the meaning set forth in Section 4.1 of this Agreement.

1.1.6 "Event of Default" has the meaning set forth in Section 9.2 of this Agreement.

1.1.7 "NCPA" has the meaning set forth in the recitals hereto.

1.1.8 "Participant" has the meaning set forth in the recitals of this Agreement. Participants to this Agreement are listed in Exhibit A of this Agreement.

1.1.9 "Party" or "Parties" has the meaning set forth in the recitals hereto; provided that "Third Parties" are entities that are not part to this Agreement.

1.1.10 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.11 "Program Participation Percentage" means the Participant Program Participation Percentages set forth in Exhibit A of this Agreement.

1.1.12 "Services" has the meaning set forth in Section 2.1 of this Agreement.

1.1.13 "Term" has the meaning set forth in Section 4.1 of this Agreement.

1.1.14 "Transmission Owner" or "TO" has the meaning set forth in the CAISO Tariff.

1.2 Rules of Interpretation. All words and references as used in this Agreement (including the Recitals hereto), unless in any such case the context requires

otherwise, shall be interpreted pursuant to Section 1.2 of the Power Management and Administrative Services Agreement.

Section 2. Services to be Provided, Duties and Standards of Performance.

2.1 Services. The purpose of this Agreement is to set forth the terms and conditions under which NCPA, acting on behalf of the Participants, may engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect CAISO transmission costs, or other transmission costs as may be applicable, to protect the Participants' transmission assets and to strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets, other markets, or as otherwise may be applicable (the "Services"). Participants shall only be responsible to pay for Services performed and costs incurred subsequent to the effective date of this Agreement. Services provided in accordance with this Agreement generally include the following:

2.1.1 Representing the interests of the Participants by monitoring, analyzing, and participating in TO rate cases before FERC and any related judicial appeals, where this applies to TO rate cases and new related transmission activity matters that are filed;

2.1.2 Engaging in other related filings and industry developments that affect the cost or provision of transmission service under TO rate cases; and

2.1.3 Engaging in other transmission cost related activities as may be approved by the Participants.

2.2 Qualified Subject Matter Experts. NCPA's provision of Services under this Agreement may be supported by legal services and other specialized services relevant to NCPA's participation in proceedings that are performed by qualified subject matter experts and/or witnesses. All costs incurred by NCPA associated with the

acquisition of legal services support, or qualified subject matter experts support, associated with the Services Agreement shall be considered a Services cost pursuant to this Agreement.

2.3 Coordination with Third Parties. As part of NCPA's duties under this Agreement, NCPA shall strive to work collaboratively with other Third Party intervenors and relevant parties, and where practicable, build alliances and find common interest in promoting the Participants' interest consistent with the goals and objectives established pursuant to Section 2.8 of this Agreement. Such efforts include building coalitions, where strategically and economically viable, to support the alignment with other intervenors or to form "joint intervenor" perspectives for engaging in activities related to the Services provided hereunder. This joint effort may include coordinating and sharing responsibilities on areas of common interest to ensure the most efficient advancement of the Participants' interest, and to reduce redundancy in the Services provided by NCPA.

2.4 Participant Duties. The duties of the Participants under this Agreement are to:

2.4.1 Timely provide information to NCPA that is required for NCPA to perform Services.

2.4.2 Make timely payments to NCPA for Services invoiced by NCPA to Participants in accordance with Section 7 of this Agreement.

2.4.3 Provide staff and other assistance, as may be required from time to time, to the extent necessary for NCPA to fulfill its duties under this Agreement.

2.5 NCPA Duties. NCPA's General Manager, or his or her designee, shall establish and maintain the facilities, staff and the capability to act on behalf of the

Participants and provide Services to the Participants in accordance with this Agreement.

2.6 Standard of Performance. NCPA will perform Services using the level of skill and attention reasonably required to complete the Services in a competent and timely manner.

2.7 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

2.8 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standards of performance provided in Section 2.6, and to satisfy NCPA's obligations hereunder.

2.9 Consultation with Participants. The General Manager shall consult with the Participants from time to time, as needed, to advise him or her on a particular matter relevant to this Agreement. Each year, the General Manager shall propose to the Participants, as part of the Annual Budget process, specific goals and objectives for NCPA staff as such relate to this Agreement. NCPA shall provide periodic reports to the Participants regarding progress toward meeting the proposed goals and objectives. The periodic reports may include the following information:

- (a) Overview of relevant proceedings and known schedules;
- (b) Assessment of the financial impact to the Participants, to the extent practicable;
- (c) Scope of NCPA's potential engagement in each TO rate case;
- (d) Identification of potential legal actions that the Participants should consider and the likelihood of success (by argument if practicable);
- (e) Estimates of potential benefits and costs associated with engagement, to the extent practicable; and

- (f) Summary of NCPA and Third Party issues and levels of participation.

Section 3. Administration of Agreement.

3.1 Commission. The Commission is responsible for the administration of this Agreement. Each Member shall be represented by its Commissioner or their designated alternate Commissioner ("Alternate") pursuant to the Joint Powers Agreement. Each Commissioner shall have authority to act for the Participant under this Section 3 with respect to matters pertaining to this Agreement.

3.2 Duties and Authorities. In addition to the administration of this Agreement, the duties and authorities of the Commission are as specified in the Joint Powers Agreement and the NCPA Commission Bylaws.

3.3 Forum. Whenever any action anticipated by this Agreement is required to be jointly taken by the Participants, such action shall be taken at regular or special meetings of the NCPA Commission; provided, however, activities associated with NCPA's provision of Services and normal day-to-day engagement as described in Section 2.1 of this Agreement, are hereby delegated to the General Manager of NCPA, or his or her designee, and are not considered to be matters related to the Commission's general administration of this Agreement, and therefore are not subject to the administrative procedures set forth in this Section 3.

3.4 Quorum. For purposes of acting upon matters that relate to the administration of this Agreement, a quorum of the Commission shall consist of those Commissioners, or their designated Alternates, representing a numerical majority of the Participants.

3.5 Voting. For acting upon matters that relate to the general administration of this Agreement, each Participant shall have the right to cast one (1) vote. Actions of the Commission shall be effective only upon an affirmative vote of Participants

representing a combined Program Participation Percentage of eighty percent (80%) or more.

3.6 Adoption and Amendment of Annual Budget. Annually, the Commission shall adopt an Annual Budget, which includes, but is not limited to, all costs attributed to Services, for at least the next succeeding Fiscal Year in accordance with the NCPA Joint Powers Agreement and this Agreement. Provided, however, that the Commission may in its discretion adopt a two-year budget if permitted to do so by the NCPA Commission Bylaws or the Joint Powers Agreement.

3.7 Facilities Committee. The Facilities Committee has been established pursuant to the Amended and Restated Facilities Agreement to act as an advisory committee to the Commission. The Commission or General Manager may refer matters pertaining to the administration of this Agreement to the Facilities Committee for review and recommendation, including, but not limited to, proposed amendments to this Agreement. If the Commission or General Manager refers matters pertaining to the administration of this Agreement to the Facilities Committee, NCPA will provide a copy of the public notice of the Facilities Committee meeting at which the matter will be discussed to the Participants. The Facilities Committee may act upon such matters referred to it by the Commission in accordance with the procedures, including the general administration quorum and voting procedures, set forth in the Amended and Restated Facilities Agreement. Any recommendation of the Facilities Committee shall be made to the Commission and others, as appropriate, in coordination with the General Manager.

Section 4. Term and Termination.

4.1 Effective Date. This Agreement shall become effective on the first day of the month after which it has been duly executed by all Participants, and delivered to

and executed by NCPA (the “Effective Date”). NCPA shall notify all Participants in writing of the Effective Date.

4.2 Term and Termination. The term (“Term”) Agreement shall continue in full effect until terminated by consent of all Parties.

Section 5. Admission and Withdrawal of Participants.

5.1 Admission of a New Participant. Following the initial Effective Date of this Agreement, a Member may voluntarily elect to execute this Agreement and become a Participant provided that such joinder is (i) approved by the NCPA Commission in accordance with Section 3.5 of this Agreement, and (ii) if such joinder is approved by the NCPA Commission as set forth herein, the Commission shall also amend the Program Participant Percentages set forth in Exhibit A to this Agreement to include the Program Participant Percentage for the new Participant as determined by the NCPA Commission. Subject to the requirement of this Section 5.1, such Member will become a Participant effective on the date of its delivery to NCPA of an executed counterpart of this Agreement.

5.2 Withdrawal of Participants. Any Participant may withdraw from this Agreement (“**Withdrawing Participant**”) by submitting notice, in writing to all Parties at least two (2) years in advance of the effective date of such withdrawal, provided that such withdrawal shall only be effective on the last day of a Fiscal Year and that the Withdrawing Participant has fully satisfied all obligations it has incurred under this Agreement. The two (2) year duration of the notice requirement may be waived or reduced by the Commission in its sole discretion. Withdrawal by any Participant shall not terminate this Agreement as to the remaining Participants.

5.3 No Effect on Prior Liabilities. Withdrawal by any Participant will not terminate any ongoing or un-discharged liabilities, credits or obligations, including any contingent liabilities, credits or obligations, resulting from this Agreement until they are

satisfied in full, or such Withdrawing Participant has provided a mechanism acceptable to NCPA, for the satisfaction in full thereof.

5.4 A Withdrawing Participant shall not be obligated to compensate the remaining Participants for loss of any benefits that would have accrued to the remaining Participants if the Withdrawing Participant had continued its participation. Nor shall the remaining Participants be obligated to compensate the Withdrawing Participant for any benefits that accrue to the remaining Participants because of the withdrawal. Reallocation of the costs and benefits of continuing under this Agreement after a Participant has withdrawn shall not give rise to any claim against a Withdrawing Participant by the remaining Parties. Nor shall any of the remaining Parties be obligated to compensate the Withdrawing Participant for any benefits that accrue to the remaining Parties because of such a reallocation of costs and benefits.

5.5 Associated Costs. A Withdrawing Participant shall reimburse NCPA for any and all costs resulting from the withdrawal, including but not limited to the legal, accounting, and administrative costs of winding up and assuring the complete satisfaction and discharge of the Withdrawing Participant's liabilities, credits or obligations, including any contingent liabilities, credits or obligations.

Section 6. Cost of Services.

6.1 Cost Allocation. All costs associated with NCPA's provision of Services to the Participants, including, but not limited to, Administrative Services Costs and costs associated with NCPA's acquisition of legal services and qualified subject matter experts services, shall be allocated among the Participants in accordance with this Agreement and the Power Management and Administrative Services Agreement. Costs allocated among the Participants in accordance with this Agreement shall be allocated to each Participant in proportion to such Participant's Program Participation Percentage as set forth in Exhibit A of this Agreement.

6.2 Program Participation Percentages. The Program Participation Percentages as set forth in Exhibit A of this Agreement may be amended from time to time, including to account for the addition or withdrawal of a Participant as set forth in Section 5 of this Agreement, by the Commission in accordance with the voting procedures set for in Section 3 of this Agreement.

Section 7. Billing and Payments.

7.1 Invoices. NCPA will issue an invoice to each Participant for its share of costs associated with Services, and all other costs for services provided in accordance with this Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. Such invoices will be made pursuant to the requirements and procedures provided for in this Agreement and all other applicable agreements. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

7.2 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

7.3 Late Payments. Any amount due and not paid by a Participant in accordance with Section 9.2 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

7.4 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days of the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or

dispute the accuracy of any invoice in writing the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 10 of this Agreement. Provided, however, that prior to resort to either mediation or arbitration proceedings, the full amount of the disputed invoice must have been paid.

7.5 Billing/Settlement Data and Examination of Books and Records.

7.5.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be as established by the NCPA Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

7.5.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 8. Cooperation and Further Assurances.

8.1 Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 9. Participant Covenants and Defaults.

9.1 Each Participant covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so that it will at all times have sufficient Revenues to meet the obligations of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists; and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practice.

9.2 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Participant (the "Defaulting Participant"):

(i) the failure of any Participant to make any payment in full to NCPA when due, where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure;

(ii) the failure of a Participant to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days

following receipt of a notice from NCPA demanding cure. Provided, that this subsection shall not apply to any failure to make payments specified by subsection 9.2 (i));

(iii) if any representation or warranty of a Participant material to the services provided hereunder shall prove to have been incorrect in any material respect when made and the Participant does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days of the date of receipt of notice from NCPA demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

9.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces. Provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide initial notice to the General Manager using telephone communication within two (2) Business Days of the onset of the Uncontrollable Force, and second provide further written notice to the General Manager and all other Parties within ten (10) Business Days of the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable

dispatch. Provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

9.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 9.2 above, as may be applicable, provided, however, upon request of the Defaulting Participant the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

9.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 9.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Participant, NCPA may, for so long as such Event of Default continues uncured, take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Participant;

(ii) demand that the Defaulting Participant provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default;

(iii) terminate this Agreement as to the Defaulting Participant, on ten (10) Calendar Days prior written notice to the Defaulting Participant; or

(iv) enforce all other rights or remedies available to it under any other agreement in which the Defaulting Participant is a signatory.

9.6 Effect of Termination or Suspension.

9.6.1 Generally. The termination or suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

9.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with subsection 9.5 (i), such Participant shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the costs associated with NCPA's provision of Services, including Administrative Services Costs, that were not recovered from such Participant as a result of such suspension.

9.7 Termination. If this Agreement is terminated by NCPA with respect to a Participant in accordance with Section 9.5 (iii), such Participant shall pay any and all costs incurred by NCPA as a result of such termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination and any portion of costs associated with NCPA's provision of Services that were not, or will not be, recovered from such Participant as a result of such termination; provided, however, if NCPA terminates this Agreement with respect to the last remaining Participant, then this Agreement shall terminate.

Section 10. Settlement of Disputes and Arbitration.

10.1 The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by

the Participants themselves; provided, that the provisions of Section 7.4 shall first apply to all disputes involving invoices prepared by NCPA.

Section 11. Miscellaneous.

11.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any of the other Party's (the "Supplying Party") confidential data or information ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days of receipt of the Disclosure Request. Within three (3) Business Days of receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party's attorney's fees; or

(ii) the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

11.2 Indemnification and Hold Harmless. Subject to the provisions of Section 11.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

11.3 Several Liabilities. Except as otherwise provided herein, no Participant shall be liable under this Agreement for the obligations of any other Participant, each Participant shall be solely responsible and liable for performance of its obligations under this Agreement and the obligation of each Participant under this Agreement is a several obligation and not a joint obligation with those of the other Participants.

11.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS,

OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

11.5 The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

11.6 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

11.7 Amendments. Amendments to the Program Participation Percentages as set forth in Exhibit A of this Agreement shall take effect after being approved by the Commission in a manner consistent with the voting procedures set forth in Section 3 of this Agreement, without the requirement of an approval of the individual Participants' governing bodies. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

11.8 Assignment of Agreement.

11.8.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

11.8.2 No Assignment. This Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, where such consent shall not be unreasonably withheld. Without limiting the foregoing, this Agreement shall not be assigned by Plumas-Sierra Rural Electric Cooperative without the approval in writing of the Administrator of the Rural Electrification Administration Utilities Service.

11.9 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

11.10 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

11.11 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

11.12 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at

any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

11.13 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

11.15 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

11.16 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

11.17 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation

and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 11.2 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

11.18 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

CITY OF ALAMEDA
2000 Grand Street
P.O. Box H
Alameda, CA 94501

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

CITY OF BIGGS
465 "C" Street
Biggs, CA 95917

CITY OF GRIDLEY
685 Kentucky Street
Gridley, CA 95948

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

CITY OF HEALDSBURG
401 Grove Street
Healdsburg, CA 95448

CITY OF LODI
221 W. Pine Street
Lodi, CA 95240

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

CITY OF LOMPOC
100 Civic Center Plaza
Lompoc, CA 93436

CITY OF OAKLAND, acting
by and through its
Board of Port Commissioners
530 Water Street
Oakland, CA 94607

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

CITY OF PALO ALTO
250 Hamilton Avenue
Palo Alto, CA 94301

PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE
73233 Highway 70
Portola, CA 96122

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

CITY OF SANTA CLARA
1500 Warburton Avenue
Santa Clara, CA 95050

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT (BART)
300 Lakeside Drive, 16th Floor
Oakland, CA 94612

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: _____

Date: _____

EXHIBIT A

LIST OF PARTICIPANTS AND PROGRAM PARTICIPATION PERCENTAGES

The following is a list of the Participants who are signatory to this Agreement, and each Participant's respective Program Participation Percentage:

Participants	Program Participant Percentages
City of Alameda	4.75%
BART	5.01%
City of Biggs	0.20%
City of Gridley	0.45%
City of Healdsburg	0.98%
City of Lodi	6.28%
City of Lompoc	1.86%
City of Palo Alto	11.64%
Plumas Sierra REC	2.14%
Port of Oakland	1.62%
City of Santa Clara	63.55%
City of Ukiah	1.51%
Total	100.00%

Note: The Program Participation Percentages listed in this Exhibit A are consistent with each Participant's project participation percentage listed in Table A of Commission Resolution 23.122. The Program Participant Percentages listed in the Exhibit A can be amended by the Commission from time to time, pursuant to the voting procedures set forth in Section 3 of this Agreement.



NCPA Proposed Budget

Fiscal Year 2024-2025

Budget Directions – October 2023

■ Proposed Budget Process

- NCPA Strategic Plan 2021-2026, controlling costs, aligning budgets with expectations and previous actuals
- Review of FY25 draft budgets through the Committees

■ Issues Impacting the FY25 Budget

- Hydro: McKays & Debt Service
- Geo: Debt Service (& Decommissioning), PdM-related work
- LEC: FX conversion funding
- Staff time and focus
 - New Projects (CT2 Repower / Lodi Hydrogen Center), Power Management RFPs

■ Budget Recommendations

- Plant costs, power supply, transmission, legal, salaries/benefits

Budget Directions – October 2023

- NCPA Commitment to the Members

- Generation Services

- Plant resiliency & focus on growth (IARP) for Members

- Legislative & Regulatory

- Demonstrating NCPA leadership at the energy policy level
 - Protecting the interests of public power communities
- State and Federal lobbying efforts
 - Federal Policy Conference, Capitol Day, APPA Legislative Rally

- Power Management

- Assisting members in achieving RPS goals and compliance obligations
- Hedging activities to minimize market volatility and pricing risks
- Schedule and dispatch portfolios in an accurate and reliable manner

Budget Directions – October 2023

- NCPA Commitment to the Members

- Admin Services

- Provide accurate and timely financial reporting
- Offer training and learning opportunities that provide continuing education and succession development

- Legal

- Protecting the Agency and Members against liability

- Executive Services

- Focus on the current and future needs of the Agency and support for the Members
- Lead by example advocating, educating, and helping all of our communities with cost-effective, reliable, and resilient wholesale power

Generation Resources

Power Supply

GENERATION RESOURCES

NCPA Plants

Hydroelectric
Geothermal
Combustion Turbine No. 1
Combustion Turbine No. 2 (STIG)
Lodi Energy Center
Subtotal

Member Resources - Energy
Member Resources - Natural Gas
Western Resource
NCPA Contracts & Market Power Purchases
Net Load Costs
Net GHG Obligations
Preliminary Surveys and Investigations
Subtotal

TOTAL GENERATION RESOURCES

FISCAL YEAR ENDED JUNE 30			
2024	Proposed 2025	Inc/(Dec)	% Change
\$ 5,028,603	\$ 3,537,436	\$ (1,491,167)	-29.7%
(16,636,684)	(3,379,487)	13,257,197	-79.7%
2,324,801	4,577,251	2,252,450	96.9%
5,225,514	4,670,236	(555,278)	-10.6%
(1,489,215)	26,925,934	28,415,149	-1908.1%
(5,546,981)	36,331,370	41,878,351	-755.0%
(14,122,666)	(8,350,774)	5,771,892	-40.9%
(2,444,195)	(767,540)	1,676,655	-68.6%
(16,992,352)	(28,539,814)	(11,547,462)	-68.0%
(10,623,576)	(10,063,594)	559,985	5.3%
691,439,249	545,184,045	(146,255,204)	-21.2%
1,382,778	2,188,011	745,235	54.7%
300,000	-	(300,000)	-100.0%
648,919,236	499,570,337	(149,348,899)	-23.0%
643,372,255	535,901,707	(107,470,548)	-16.7%

Power Supply

Gross Load (MWh)			
	FY24	FY25	
Alameda	351,337	364,097	3.6%
BART	401,094	366,007	-8.7%
Biggs	17,206	14,171	-17.6%
Gridley	35,363	33,153	-6.2%
Healdsburg	72,164	77,430	7.3%
Lodi	462,736	463,549	0.2%
Lompoc	135,545	134,908	-0.5%
Palo Alto	874,443	835,697	-4.4%
Plumas	146,731	150,394	2.5%
Port	143,486	114,621	-20.1%
SVP	4,834,314	4,618,877	-4.5%
Ukiah	116,616	110,031	-5.6%
Total	7,591,035	7,282,935	-4.1%

Avg. MWh Cost		
	FY24	FY25
Alameda	\$92	\$76
BART	92	75
Biggs	96	83
Gridley	99	82
Healdsburg	97	79
Lodi	96	79
Lompoc	92	76
Palo Alto	92	76
Plumas	94	79
Port	89	74
SVP	90	74
Ukiah	96	78
Average	\$91	\$75

Power Supply

Gross Load Costs			
	FY24	FY25	Variance
Alameda	\$32,296,632	\$27,505,748	(\$4,790,884)
BART	36,928,071	27,391,215	(9,536,856)
Biggs	1,643,617	1,169,930	(473,687)
Gridley	3,513,929	2,703,086	(810,843)
Healdsburg	6,993,504	6,086,399	(907,105)
Lodi	44,545,755	36,512,201	(8,033,554)
Lompoc	12,497,306	10,260,960	(2,236,346)
Palo Alto	80,230,101	63,332,834	(16,897,267)
Plumas	13,735,485	11,806,243	(1,929,242)
Port	12,720,923	8,520,567	(4,200,356)
SVP	435,175,716	341,269,476	(93,906,240)
Ukiah	11,158,209	8,625,388	(2,532,821)
Total	\$691,439,248	\$545,184,047	(146,255,201)

Transmission

Approved FY24	Proposed FY25	Variance
\$195,762,030	\$164,702,821	(\$31,059,209)

- Wheeling Access Charges (**\$29m**)
 - Lower expected “net” load (~**7.8%** reduction)
 - High Voltage
 - \$14.45 to \$13.53 (~**6.4%** reduction)
 - Low Voltage
 - \$20.40 to \$18.47 (~**9.5%** reduction)

NCPA Plants

GENERATION RESOURCES

NCPA Plants

Hydroelectric
Geothermal
Combustion Turbine No. 1
Combustion Turbine No. 2 (STIG)
Lodi Energy Center
Subtotal

Member Resources - Energy
Member Resources - Natural Gas
Western Resource
NCPA Contracts & Market Power Purchases
Net Load Costs
Net GHG Obligations
Preliminary Surveys and Investigations
Subtotal

TOTAL GENERATION RESOURCES

FISCAL YEAR ENDED JUNE 30				
	2024	Proposed 2025	Inc/(Dec)	% Change
\$	5,028,603	\$ 3,537,436	\$ (1,491,167)	-29.7%
	(16,636,684)	(3,379,487)	13,257,197	-79.7%
	2,324,801	4,577,251	2,252,450	96.9%
	5,225,514	4,670,236	(555,278)	-10.6%
	(1,489,215)	26,925,934	28,415,149	-1908.1%
	(5,546,981)	36,331,370	41,878,351	-755.0%
	(14,122,666)	(8,350,774)	5,771,892	-40.9%
	(2,444,195)	(767,540)	1,676,655	-68.6%
	(16,992,352)	(28,539,814)	(11,547,462)	-68.0%
	(10,623,576)	(10,063,591)	559,985	5.3%
	691,439,249	545,184,045	(146,255,204)	-21.2%
	1,362,776	2,108,011	745,235	54.7%
	300,000	-	(300,000)	-100.0%
	648,919,236	499,570,337	(149,348,899)	-23.0%
	643,372,255	535,901,707	(107,470,548)	-16.7%

Hydro



HYDRO – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	45,426,495	30,164,613	(15,261,882)	-33.60%
Labor	5,778,810	6,109,005	330,195	5.71%
Projects	6,444,800	22,348,550	15,903,750	246.77%
Annual Budget Cost	57,650,105	58,622,168	972,063	1.69%
Less: Revenues	52,621,502	55,084,732	2,463,230	4.68%
Est. Avg Market Price	\$116	\$96		-16.98%
Net Cost to Participants	5,028,603	3,537,436	(1,491,167)	-29.65%
Net Annual Generation (MWh)	412,142	520,016	107,874	26.17%
Est. Net Cost per MWh	\$12	\$7		



HYDRO – FY25 *Proposed* Budget – Projects

O & M Projects			\$5,108,550
CV Tailrace Landslide Repair*			1,515,000
Lake Alpine Dam Handrail and Walkway** (Reso #24-26)			1,455,000
2409 Part 12 Study (Reso #24-27)			638,550
McKays 17Kv Fire Mitigation for Overhead Line			530,000
CV Transformer Maintenance			500,000
NSM Campground Water Tank Painting			190,000
Lake Alpine Dam Maintenance			130,000
CV Cooling Water Pumps			70,000
CV Stormwater Mitigation			50,000
CV Low Voltage Switchgear			30,000
*Pending FEMA claim **Pending Insurance & FEMA claim			





HYDRO – FY25 *Proposed* Budget – Projects Cont'd

General & Plant			\$90,000
Vehicle Replacement			90,000
Capital Development Reserve			\$17,025,000
Reserve Funding			17,025,000
Use of Capital Development Reserve Collections			(\$990,000)
McKays Reservoir & Dam Betterment			(540,000)
Compliance Consulting			(200,000)
Beaver Creek Dredging			(250,000)
Estimated FY25 Capital Dev Reserve Ending Balance			\$49,163,260



HYDRO – Capital Development Reserve Forecast

	Proposed FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029
RESERVE FUNDING					
McKays Reservoir & Dam Betterment	\$ 16,700,000	\$ 11,500,000	\$ 4,000,000	\$ -	\$ -
Compliance Consulting	200,000	965,000	14,600,000	14,000,000	12,275,000
Beaver Creek Dredging	250,000	125,000	125,000	125,000	125,000
	17,150,000	12,590,000	18,725,000	14,125,000	12,400,000
RESERVE DISBURSEMENTS					
McKays Reservoir & Dam Betterment	(540,000)	(360,000)	(5,050,000)	(27,000,000)	(22,000,000)
Compliance Consulting	(200,000)	(965,000)	(14,600,000)	(14,000,000)	(12,275,000)
Beaver Creek Dredging	(250,000)	(2,400,000)	-	-	-
	(990,000)	(3,725,000)	(19,650,000)	(41,000,000)	(34,275,000)
	\$ 49,288,261	\$ 58,153,261	\$ 57,228,261	\$ 30,353,261	\$ 8,478,261

Geo

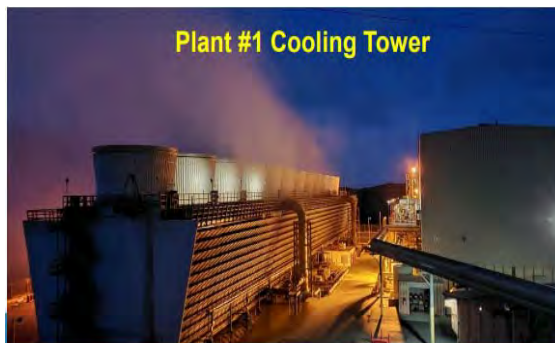


GEO – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	24,316,602	25,612,682	1,296,080	5.33%
Labor	11,659,859	12,556,803	896,944	7.69%
Projects	11,032,395	10,962,452	(69,943)	-0.63%
Annual Budget Cost	47,008,856	49,131,937	2,123,081	4.52%
Less: Revenues	66,645,540	52,511,424	(14,134,116)	-21.21%
Est. Avg Market Price	\$90	\$75		-15.76%
Net Cost to Participants	(19,636,684)	(3,379,487)	16,257,197	-82.79%
Net Annual Generation (MWh)	732,872	682,614	(50,258)	-6.86%
Est. Net Cost per MWh	(\$27)	(\$5)		

GEO – FY25 *Proposed* Budget – Projects

O & M Projects			\$5,200,000
Plant #1 New Cooling Towers (First Amendment to Reso #22-93)			1,800,000
Plant 2 - 480V MCC Replacement			1,600,000
Community Wildfire Prevention			725,000
Plant 1 Oxidizer Tank Replacement			475,000
Plant #1 & #2 Insurance Risk Mitigation			300,000
C, H, F, A Condensate Tank Replacements			200,000
Plant 1 & 2 - Oil Drum Containment Replacements			100,000





GEO – FY25 *Proposed* Budget – Projects Cont'd

Capital Projects			\$650,000
Vibration Monitoring System Plant 1 & 2			250,000
Plant #2 Diesel Tank			200,000
Vehicle Replacements			160,000
EV Charging Buildout Engineering Study			40,000
Maintenance Reserve			\$5,112,452
Reserve Funding			5,112,452
Use of Maintenance Reserve Collections			(\$2,000,000)
Well Replacement / Workover			(1,000,000)
Balance of Plant Work			(500,000)
Contingent Maintenance (\$150k w/ F.A. to Reso #22-93)			(500,000)
Estimated FY25 Geo Maintenance Reserve Ending Balance			\$5,797,615



Generator vibration probe mounting (Top center)



GEO Maintenance Reserve – Forecast

Funding/(Expenditures)	Beginning Balance	Proposed	Forecast	Forecast	Forecast
		2025	2026	2027	2028
Insurance Claim Net Proceeds					
Reserve Activity					
Unit One Overhaul					
Unit Two Overhaul		-			
Unit Four Overhaul					(6,600,000)
Well Replacement /Workover		(1,000,000)	(2,000,000)	(2,000,000)	-
Balance of Plant Work		(500,000)	(515,000)	(530,450)	(546,364)
Contingent Maintenance		(500,000)	(512,500)	(525,313)	(538,445)
Projected Requirements		(2,000,000)	(3,027,500)	(3,055,763)	(7,684,809)
Annual Funding Req*		5,112,452	5,240,263	5,371,270	5,371,270
Estimated Balance	2,685,163	5,797,615	8,010,378	10,325,885	8,012,346
Minimum Emergency Contingency Balance	\$ 2,250,000	2,250,000	2,250,000	2,250,000	2,250,000

CT1



CT1 – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	4,588,389	2,905,999	(1,682,390)	-36.67%
Labor	1,298,580	1,387,055	88,475	6.81%
Projects	1,045,000	1,162,395	117,395	11.23%
Annual Budget Cost	6,931,969	5,455,449	(1,476,520)	-21.30%
Less: Revenues	4,607,168	878,198	(3,728,970)	-80.94%
Est. Avg Market Price	\$306	\$204		
Net Cost to Participants	2,324,801	4,577,251	2,252,450	96.89%
Net Annual Generation (MWh)	14,872	4,038	(10,834)	-72.85%
Est. Net Cost per MWh	\$156	\$1,134		

CT1 – FY25 *Proposed* Budget - Projects

O & M Projects			\$433,395
Oil Replacements			216,500
UPS Battery Replacement			62,000
CAISO Meter Relay Replacements			53,500
Risk Mitigation			50,000
HVAC Replacements			49,750
Gas Plants Shared Projects			1,645
Capital Projects			\$0
N/A			0
Maintenance Reserve			\$729,000
Reserve Funding			729,000
Use of Maintenance Reserve Collections			(\$645,772)
Balance of Plant			(477,782)
CT1 - Lodi			(167,990)
Estimated FY25 CT1 Maintenance Reserve Ending Balance			\$3,741,781

CT2



CT2 – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	7,899,015	5,586,579	(2,312,436)	-29.27%
Labor	928,662	1,002,917	74,255	8.00%
Projects	389,539	92,006	(297,533)	-76.38%
Annual Budget Cost	9,217,216	6,681,502	(2,535,714)	-27.51%
Less: Revenues	3,991,702	2,011,266	(1,980,436)	-49.61%
Est. Avg Market Price	\$293	\$174		
Net Cost to Participants	5,225,514	4,670,236	(555,278)	-10.63%
Net Annual Generation (MWh)	9,663	10,034	371	3.84%
Est. Net Cost per MWh	\$541	\$465		

CT2 – FY25 *Proposed* Budget - Projects

O & M Projects			\$92,006
High Energy Pipe Inspection			45,000
Risk Mitigation			25,000
CAISO Meter Relay Upgrade			15,000
Gas Plants Shared			7,006
Capital Projects			\$0
N/A			0
Maintenance Reserve			\$0
Reserve Funding			0
Estimated FY25 CT2 Maintenance Reserve Ending Balance			\$617,280

LEC



LEC – FY25 *Proposed* Budget

	FY2024	FY2025		
	Approved	<i>Proposed</i>	Increase /	%
	Budget	Budget	(Decrease)	Change
O&M and Other Costs	128,221,884	142,744,206	14,522,322	11.33%
Labor	6,167,244	6,636,899	469,655	7.62%
Projects	3,912,592	10,431,032	6,518,440	166.60%
Annual Budget Cost	138,301,720	159,812,137	21,510,417	15.55%
Less: Revenues	139,790,935	133,313,005	(6,477,930)	-4.63%
Est. Avg Market Price	\$95	\$101		
Net Cost to Participants	(1,489,215)	26,499,132	27,988,347	
Net Annual Generation (MWh)	1,303,566	1,127,248	(176,318)	-13.53%
Est. Net Cost per MWh	(\$1)	\$24		

LEC – FY25 *Proposed* Budget - Projects

O & M Projects			\$2,171,778
Annual Maintenance Outage			1,126,722
Expansion Joints			725,000
Risk Mitigation			135,000
Consulting / Grant Writing			75,000
Service Water Piping			75,000
Gas Plants Shared			35,056
Capital Projects			\$5,916,666
FX Turbine Upgrade			4,766,666
Platforms			650,000
Unidentified Capital Projects			500,000

LEC – FY25 *Proposed* Budget - Projects (cont.)

Maintenance Reserve			\$2,342,588
Reserve Funding			2,342,588
Use of Maintenance Reserve Collections			(\$1,235,000)
Plant Projects			(890,000)
HRSG			(325,000)
Steam Turbine			(20,000)
Estimated FY25 LEC Maintenance Reserve Ending Balance			\$2,253,152

Legislative & Regulatory



Legislative & Regulatory – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
Legislative	992,614	985,459	(7,155)	-0.72%
Regulatory	339,083	369,563	30,480	8.99%
Western	180,057	211,510	31,453	17.47%
Customer Programs	232,100	217,785	(14,315)	-6.17%
Total Operational Budget	1,743,854	1,784,317	40,463	2.32%
Labor	1,978,630	1,923,154	(55,476)	-2.80%
Other (A&G, Occupancy Costs)	706,846	729,204	22,358	3.16%
Less: Interest Income	15,348	15,348	0	0.00%
Net Cost to Participants	4,413,982	4,421,327	7,345	0.17%

Power Management



Power Management – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
Power Management ¹	836,573	1,206,645	370,072	44.24%
Labor	9,017,160	9,967,135	949,975	10.54%
Labor (New positions)	0	641,580		
Other (A&G, Occupancy Costs)	2,506,176	2,943,466	437,290	17.45%
DRC Allocation (one-time)	0	2,900,000		
Less: Interest Income	36,832	37,650	818	2.22%
Net Cost to Participants	12,323,077	17,621,175	5,298,098	42.99%

¹Power Management consists of Administration, Dispatch & Scheduling, Pooling & Portfolio Management, and Industry Restructuring.

Disaster Recovery Center



- Purchased August 2022 for \$1.512m (\$2.2m funded by members)
- 7,286 sf building in Fair Oaks (~7 miles from HQ)
- Provide business continuity for Dispatch & Scheduling (and other core services) in the event of an extended disruption at HQ
- The owner of the leased building intends to occupy it for their use; forcing us to vacate

Disaster Recovery Center

OFFICE BUILDING WITH RETAIL EXPOSURE
FOR SALE OR LEASE

5034 SUNRISE BLVD
FAIR OAKS, CA

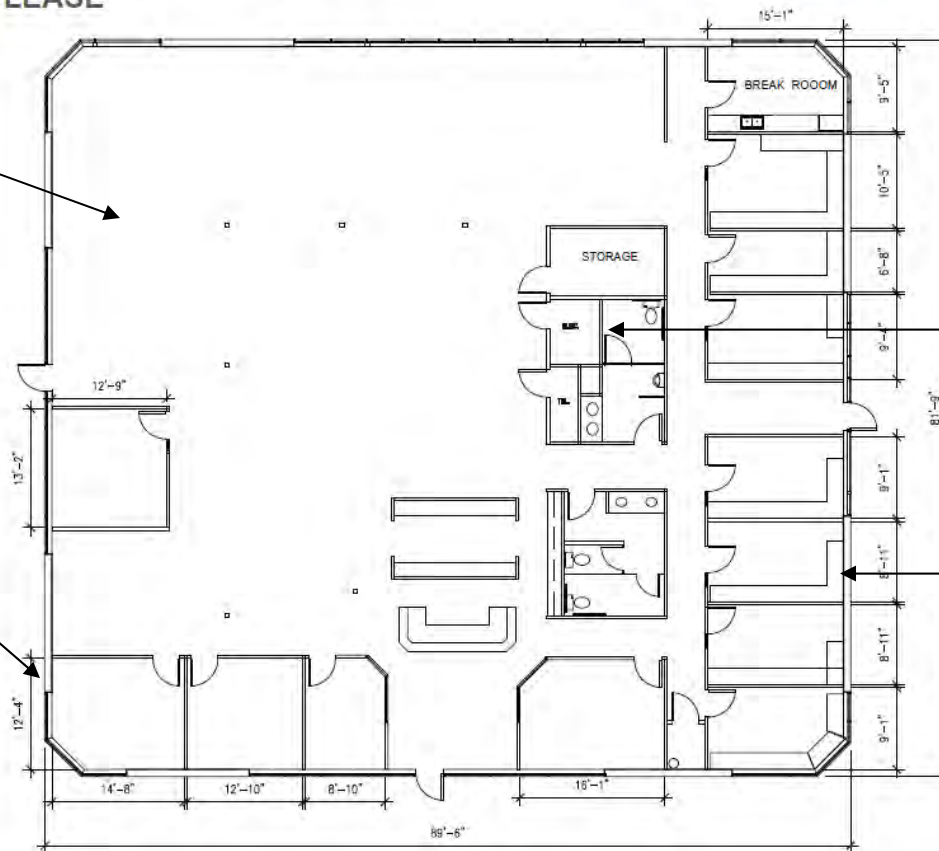
Open floor plan for
NDC

Conference
Rooms Available

Location for
Emergency
Generator

400 Amp & 225
Amp Electrical &
Comcast Fiber

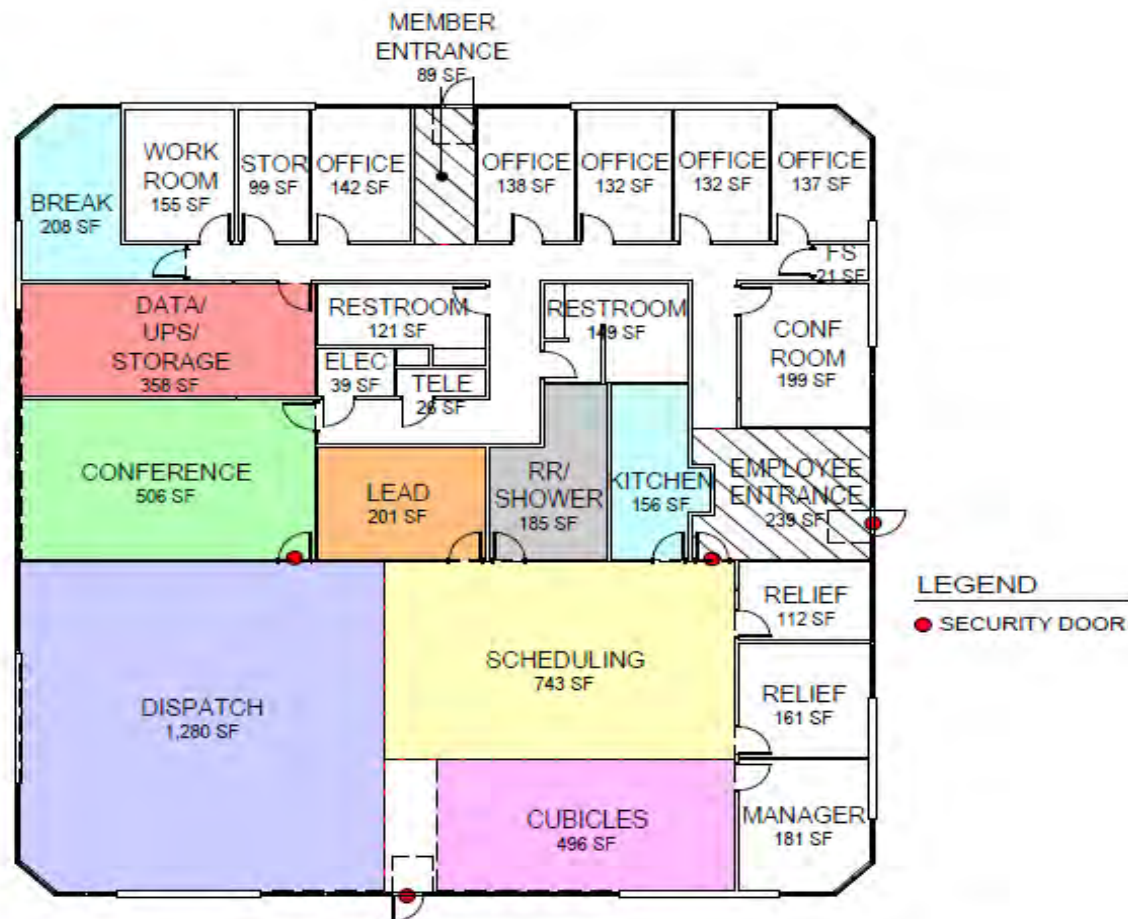
Current Offices
allow 'Hoteling
Office' options for
members



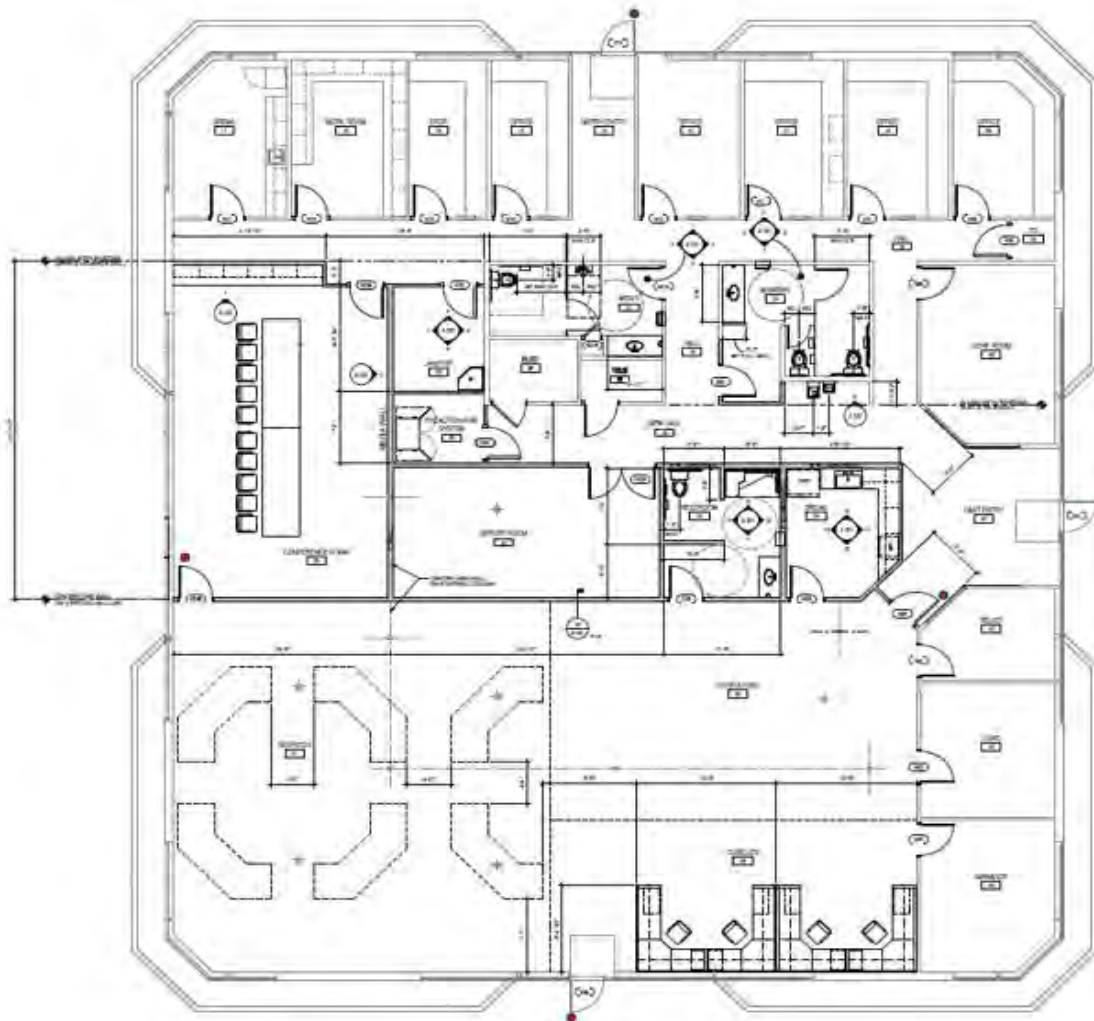
Disaster Recovery Center

■ Site Requirements

- Generator / UPS
- ADA
- EV charging considerations
- Conference room
- Server Room / Storage Room
- Division of user groups
 - Multiple entries
 - Separate bathroom/breakroom
- Control Center
- CPTED protections
- NERC Medium-Impact compliance



Disaster Recovery Center



DRC – Tentative Schedule

- March 13th: 95% of construction drawings in hand
 - Final internal review (end of March)
- Early April: Prepare permit application
- April: Submit for plan check
 - Estimate ~7-week review/acceptance
- Mid-April: Issue Public Works Bid RFP
- May: Review of bids
- June: Award the job (Commission approved)
- July: Construction begins
- March 2025: Estimated completion

Power Management – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
Power Management ¹	836,573	1,206,645	370,072	44.24%
Labor	9,017,160	9,967,135	949,975	10.54%
Labor (New positions)	0	641,580		
Other (A&G, Occupancy Costs)	2,506,176	2,943,466	437,290	17.45%
DRC Allocation (one-time)	0	2,900,000		
Less: Interest Income	36,832	37,650	818	2.22%
Net Cost to Participants	12,323,077	17,621,175	5,298,098	42.99%

¹Power Management consists of Administration, Dispatch & Scheduling, Pooling & Portfolio Management, and Industry Restructuring.



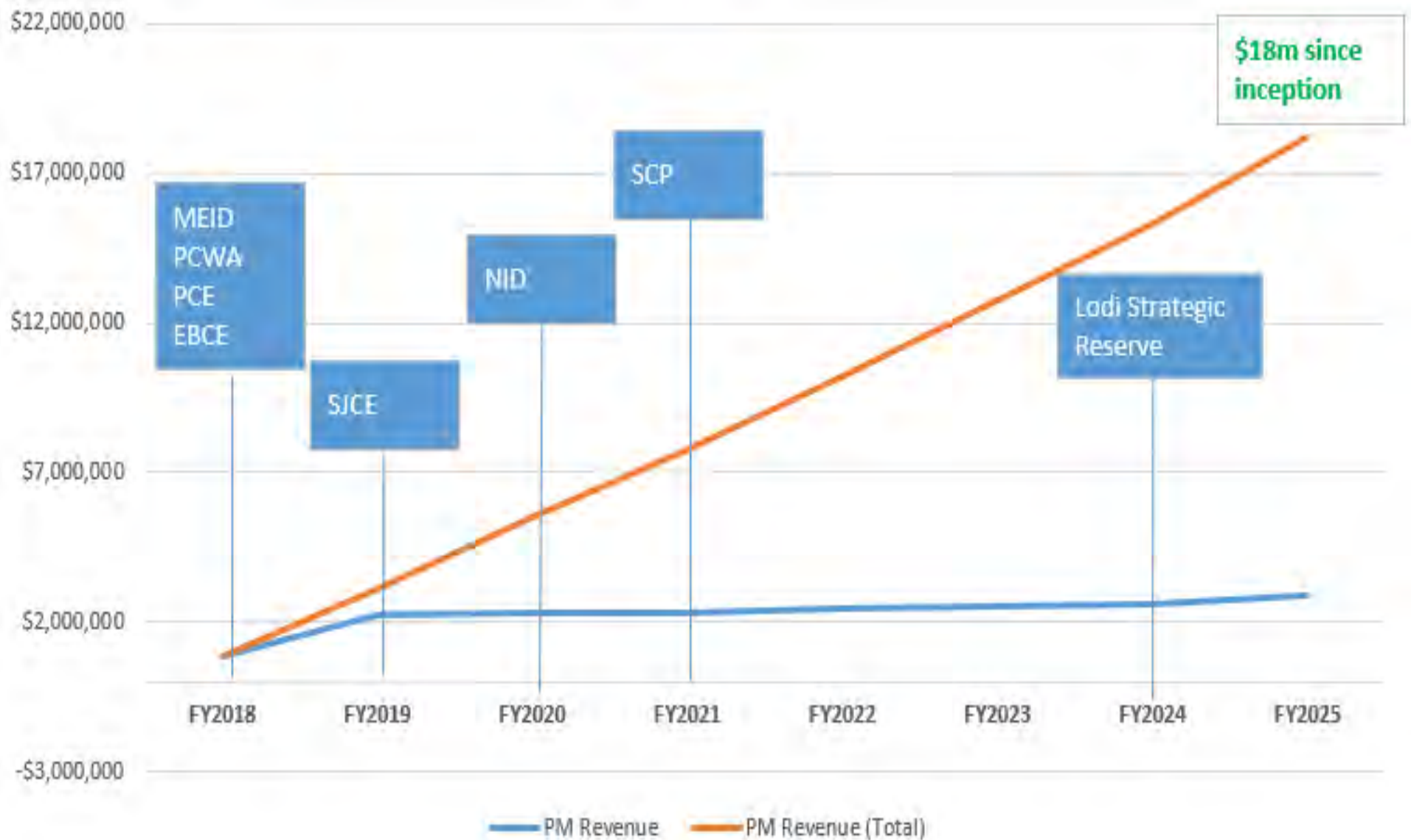
Power Management – FY25 *Proposed* Budget cont'd

Net Cost to Participants	12,514,106	17,621,175	5,107,069	40.8%
Less: PM Service Revenue	2,591,866	2,885,927	294,061	11.3%
Adjusted PM Cost	9,922,240	14,735,248	4,813,008	48.5%

San Jose Clean Energy - \$774,362
East Bay Community Energy - \$723,146
Placer County Water Agency - \$481,416
Merced Irrigation District - \$463,587
Sonoma Clean Power - \$205,000
Lodi Strategic Reserve - \$200,000
Nevada Irrigation District - \$38,416
~~Resoville Electric or ?? \$0~~

\$18m 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 – FY25 *Proposed* Budget

	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
General Manager	556,100	537,100	(19,000)	-3.4%
NERC Compliance	132,050	77,850	(54,200)	-41.0%
General Counsel	1,750,350	1,836,620	86,270	4.9%
AGM Admin Services	118,100	115,600	(2,500)	-2.1%
Accounting & Finance	228,200	232,240	4,040	1.8%
Information Services	1,553,095	2,018,081	464,986	29.9%
Human Resouces	328,250	318,550	(9,700)	-3.0%
Risk Management	2,047,997	2,301,727	253,730	12.4%
Facilities	778,594	4,346,944	3,568,350	458.3%
Labor	11,538,798	12,921,175	1,382,377	12.0%
Less: Third Party Revenue	17,500	65,500	48,000	274.3%
Net Cost	19,014,034	24,640,387	5,626,353	29.6%

Staffing, Salaries & Benefits

Staffing FTE Count – FY25 *Proposed* Budget

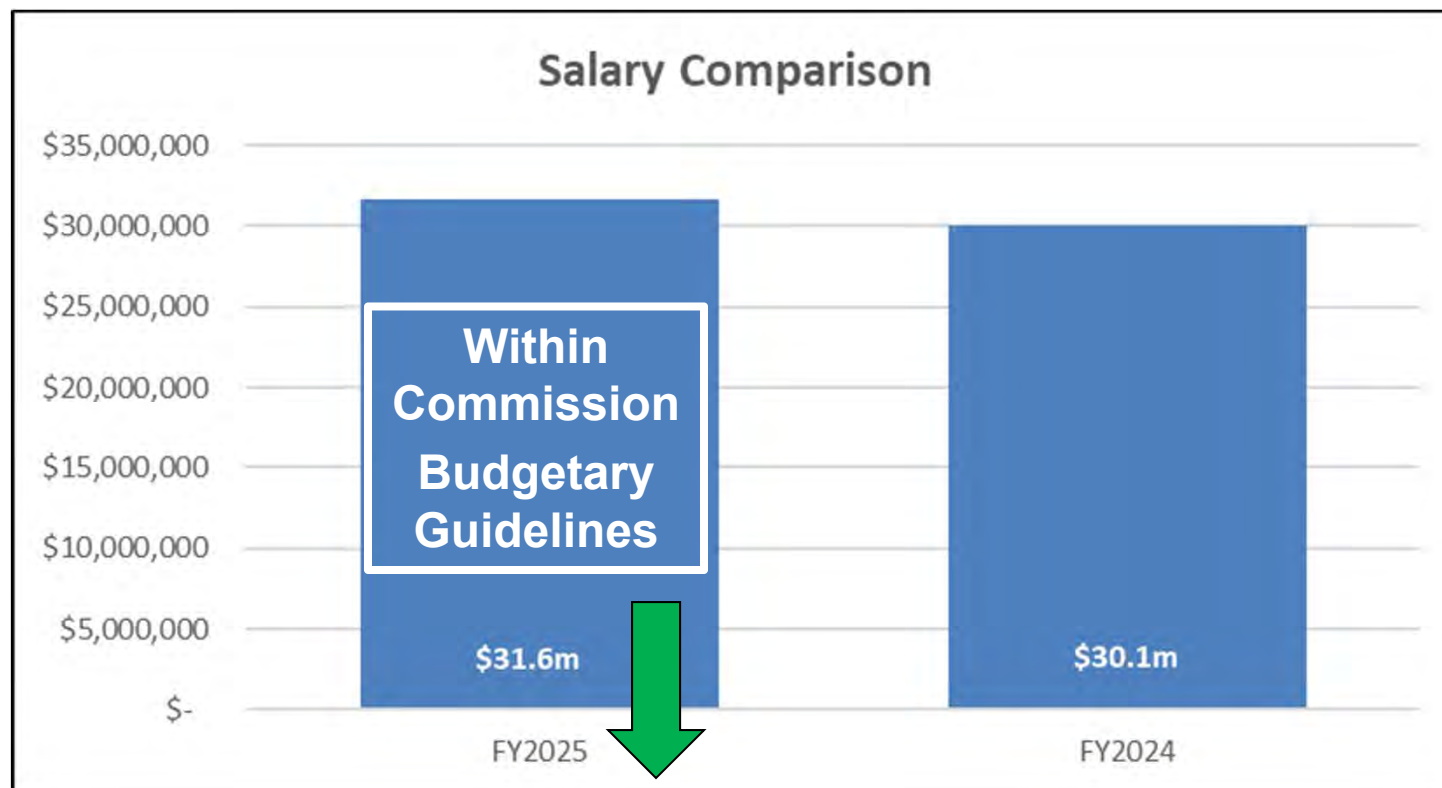
	FY2020 Approved Budget	FY2021 Approved Budget	FY2022 Approved Budget	FY2023 Approved Budget	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	Increase / (Decrease)
FTEs	165	169	169	169	169	170 172	3
Casual (Interns)	4.23	2.23	2.23	2.85	3.77	3.69	(0.08)
	169	171	171	172	173	174 176	2.92

New FTEs Requested

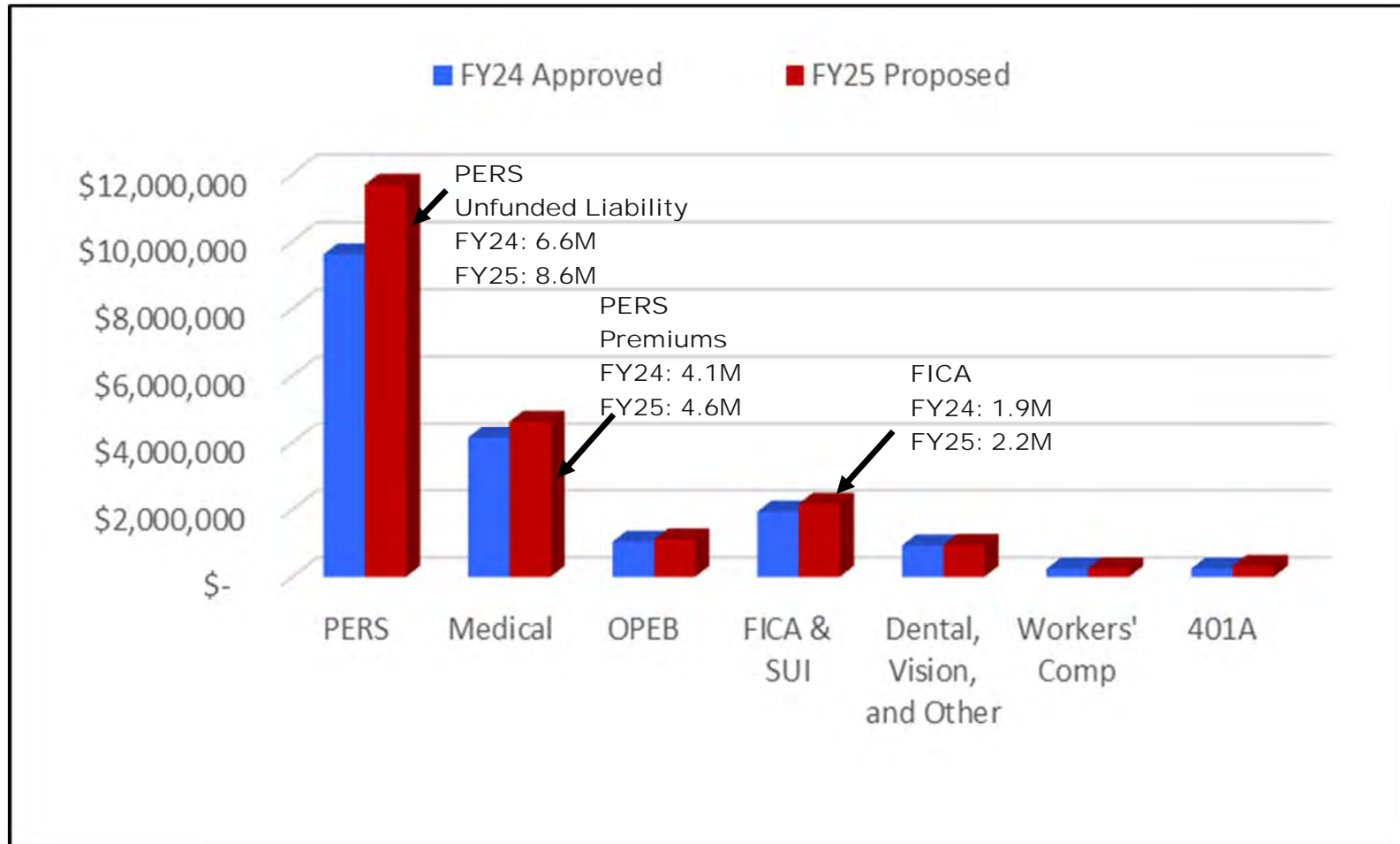
- ~~2 - Energy Resource Analysts* for Power Management~~
- 1 - Computer Technology Analyst for Information Services

*Hiring contingent upon Roseville Electric or ??? awarding PM services

Salaries – FY25 *Proposed* Budget



Benefits – FY25 *Proposed* Budget



Next Steps– FY25 *Proposed* Budget

- Final budget adjustments / allocations
- Final budget reviews
 - Facilities (April 3rd)
 - LEC PPC (April 8th)
 - UD^s (April 11th)
- Commission Approval (April 25th)

FY2025 Budget Summary Overview