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Commission Minutes

To: NCPA Commission

From: Trisha Zimmer, Assistant Secretary to the Commission

Subject: NCPA Commission Meeting – June 29, 2023

1. *Call Meeting to Order and Introductions*

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

2. *Approve Minutes of the May 25, 2023, Regular Commission Meeting*

MOTION: A motion was made by Suds Jain, and seconded by Jenelle Osborne to approve the minutes of the May 25, 2023, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

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

PUBLIC FORUM

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

REPORTS AND COMMITTEE UPDATES

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

Randy Howard reported:

- A significant heat wave is coming, however, reports from the CAISO state they are confident there is sufficient capacity.
- In response to some members, the Agency will be pursuing more advocacy efforts to ensure California the ability to purchase nuclear power.
- In-person member meetings are continuing. Most recently met with Alameda, Palo Alto, Port of Oakland, Santa Clara, Healdsburg, and Ukiah. Also met with our customers San Jose Clean Energy and California Department of Water Resources. A meeting with East Bay Community Energy is scheduled for July 12th.
- The Geothermal Plant has experienced a number of unplanned activities. All three units were down recently due to various operational issues, however, Unit 2 and 4 are now back in service.
- Recently met with the Bureau of Land Management Leadership to discuss wildfire risk and management. Attendees included representatives from the Department of Interior, Bureau of Land Management and the Department of Energy.

4. *Executive Committee*

Committee Chair Serventi reported the Executive Committee met this morning to discuss and review proposed updates to the NCPA Policies and Procedures Manual. The updated Policy is scheduled to be brought to the August Commission meeting for approval. The Executive Committee approved an out of country travel request for an L&R staff member. Assistant General Manager, Michael DeBortoli, provided a report on Generation Services plant activities in preparation for summer.

5. *Facilities Committee*

Assistant General Manager of Power Management, Tony Zimmer, reported the Facilities Committee met on June 7. At that meeting the Committee discussed today's Commission meeting items 13 through 22 and items 24 through 26 on the Consent Calendar. Also discussed were today's Discussion/Action items 27, 28 and 29. A quorum of the Committee was not established at the meeting, however, the Members present at the meeting voiced their support for the recommendations of these items. The next Facilities Committee meeting is scheduled for July 5, 2023.

6. *Finance Committee*

Finance Committee Chair, Catalina Sanchez, reported the Finance Committee did not meet since the last Commission meeting. The next regular Finance Committee meeting is scheduled for August 8, 2023.

7. *Legal Committee*

General Counsel Jane Luckhardt reported the Committee met on June 1st. The Legal Committee had a Closed Session briefing with no reportable action taken. The Committee discussed in Open Session the progress on the TO18 case. We are attempting to get payments by the end of this year however, that all depends on decisions made by FERC and any filings that are made by PG&E. The next Legal Committee meeting is scheduled for July 6.

8. **Legislative & Regulatory Affairs Committee**

L&R Committee Chair, Jenelle Osborne, reported that a delegation of NCPA members and staff represented the agency at the American Public Power Association's National Conference. The group participated in a number of APPA committee meetings and met with representatives of joint action agencies from across the country.

NCPA's annual legislative staff tour will be held August 1 through 3, and will provide the opportunity for 30 legislative staffers to learn more about organization, member systems, and our generation resources. This year's tour will feature the Geysers, the City of Healdsburg, Port of Oakland, Alameda, and the Lodi Energy Center.

Online registration for this year's Annual Conference is now open. Members are encouraged to register soon to secure the discounted earlybird registration rate which will be available only through July 30th.

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

No member announcements.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar.

MOTION: A motion was made by Jenelle Osborne, and seconded by Suds Jain to approve the Consent Calendar consisting of Agenda Items 10 through 26. The motion carried by a majority of those members present on a roll call vote as follows:

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

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

11. Treasurer's Report for the Month Ended May 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: scrap metal and e-waste at the Lodi Energy Center.
Fiscal Impact: This report has no direct fiscal impact to the Agency.
- 13. Resolution 23-44, EverLine Compliance CA, LLC – Second Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Second Amendment to the Five Year Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline maintenance operations services with any non-substantial changes recommended and approved by the NCPA General Counsel, amending Exhibits A and B to add required regulatory services and remove usage by NCPA Members, SCPPA and SCPPA Members, for continued use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the cost of the agreement will remain unchanged at a not-to-exceed \$1,000,000 over the remainder of the contract term.
- 14. Resolution 23-54, Veterans Industrial Protection, Inc. Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years.
- 15. Resolution 23-55, Rescue Solutions, LLC – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities** – 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 Rescue Solutions, LLC for rescue response related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from \$500,000 to \$1,500,000 over the remainder of the contract term.
- 16. Resolution 23-56, Ballard Marine Construction, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Ballard Marine Construction, LLC for underwater maintenance and inspection 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.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years.

- 17. Resolution 23-57, Andritz Hydro Corporation, Inc. – Five Year Master Agreement for Supply and Equipment; Applicable to the following: NCPA Hydroelectric Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Master Agreement for Supply and Equipment with Andritz Hydro Corporation, Inc. for electromechanical parts and equipment for the Collierville powerhouse, 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 NCPA's Hydroelectric Facilities.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$5,000,000 over five years.
- 18. Resolution 23-58, Fossil Energy Research Corp. dba FERCO – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Fossil Energy Research Corp. dba FERCO for testing 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.
- 19. Resolution 23-59, Montrose Air Quality Services, LLC – Five Year Multi-Task Consulting Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Montrose Air Quality Services, LLC for testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.
- 20. Resolution 23-60, Electrical Maintenance Consultants – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Electrical Maintenance Consultants for specialty electrical related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000, 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 \$5,000,000 over five years.

21. Resolution 23-61, Industrial Air Flow Dynamics, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Industrial Air Flow Dynamics, Inc. for penetration seal, expansion joint, and HRSG related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 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 \$4,000,000 over five years.

22. Resolution 23-62, Leidos Engineering, LLC – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Leidos Engineering, LLC for transmission and distribution design 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 Member, 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.

23. Resolution 23-69, Revisions to the NCPA Personnel Policies and Procedures Manual Telecommute Program (Policy 404.4 and Procedure P404.4) – adopt resolution by all members authorizing the General Manager or his designee to implement revisions to NCPA's Personnel Policies and Procedures Manual, Telecommute Program (Policy 404.4 and Procedure P404.4).

Fiscal Impact: Approval of these changes to NCPA's Telecommute Policy and Procedure will have minimal fiscal impacts.

24. Resolution 23-68, Brightview Landscape Services, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Brightview Landscape Services, Inc. for professional commercial landscape maintenance services, including; horticulture maintenance, irrigation, maintenance to irrigation, and special projects, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years, for use at any facilities owned and/or operated by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$300,000 over five years.

25. Resolution 23-38, Authorize NCPA General Manager to Execute Confirmation Number 0304, for CLEAResult Consulting Inc. Services to the City of Alameda dba Alameda Municipal Power and Issue Corresponding Purchase Orders under the Support Services Program – Subject to approval by the Alameda Public Utilities Board of the requested services under the terms of the NCPA Support Services Program Agreement, adopt resolution by all members authorizing the General Manager or his designee to execute Confirmation Number 0304, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed

\$713,195.50, and issue purchase orders to CLEAResult, Consulting Inc. for electric vehicle charging outreach and technical assistance services through December 17, 2025.

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

- 26. Resolution 23-67, Dee's Design Box, LLC – First Amendment to Five Year Multi-Task Consulting Services Agreement; Applicable to the following: NCPA, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Dee's Design Box, LLC, now known as Norwood Creative Group, Inc. for graphic design services, with any non-substantial changes recommended and approved by NCPA's General Counsel, to change the vendor name to Norwood Creative Group, Inc., and to increase the total not-to-exceed amount from \$250,000 to \$500,000, for continued use at NCPA, NCPA Members, by SCPPA and SCPPA Members.

Fiscal Impact: Upon execution, the total not-to-exceed amount of the agreement will increase from \$250,000 to \$500,000 for the contract term.

DISCUSSION/ACTION ITEMS

- 27. Resolution 23-64, Approval of Amendment 1 to Contract for Displacement of Base Resource with Central Valley Project Customers** – adopt resolution by all members authorizing the General Manager or his designee to execute Amendment 1 to Contract 09-SNR-01256, on behalf of NCPA, including any non-substantive modifications to Amendment 1 to Contract 09-SNR-01256 as approved by NCPA's General Counsel.

Fiscal Impact: NCPA's costs for processing and administration of Amendment 1 to Contract 09-SNR-01256 will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA Annual Budget.

Motion: A motion was made by Jenelle Osborne and seconded by Dean Batchelor recommending approval of Resolution 23-64 authorizing the General Manager to execute Amendment 1 to Contract 09-SNR-01256, on behalf of NCPA, including any non-substantive modifications to Amendment 1 as approved by NCPA's General Counsel.. The motion carried by a majority of those members present on a roll call vote as follows:

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

28. Resolution 23-65, Special Conditions Agreement for Grant Administration by and Between Plumas-Sierra Rural Electric Cooperative and NCPA– adopt resolution by all members approving the Special Conditions Agreement for Grant Administration by and Between the Plumas-Sierra Rural Electric Cooperative and NCPA and to authorize the General Manager or his designee to 1) execute the Special Conditions Agreement on behalf of NCPA, and 2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Pilot (DCIP) Program Grant agreement, if such DCIP Program is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement recommended and approved by the NCPA General Counsel.

Fiscal Impact: Pursuant to the Special Conditions Agreement, Plumas will reimburse NCPA for all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, including costs associated with NCPA staff time and materials. Therefore, there is no direct fiscal impact to NCPA.

Motion: A motion was made by Suds Jain and seconded by Catalina Sanchez recommending approval of Resolution 23-65 approving the Special Conditions Agreement for Grant Administration by and Between Plumas-Sierra Rural Electric Cooperative and NCPA and to authorize the General Manager to 1) execute the Special Conditions Agreement on behalf of NCPA, and 2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Pilot (DCIP) Program Grant agreement, if such DCIP Program is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel. The motion carried by a majority of those members present on a roll call vote as follows:

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

29. Resolution 23-66, Special Conditions Agreement for Scheduling Coordinator Services between NCPA and the City of Lodi – adopt resolution by all members approving the Special Conditions Agreement for Scheduling Coordinator Services between NCPA and the City of Lodi, and to authorize the General Manager or his designee to execute the Special Conditions Agreement, on behalf of NCPA, including any modifications to the Special Conditions Agreement approved by the NCPA General Counsel.

Fiscal Impact: In consideration of NCPA's provision of services pursuant to the Special Conditions Agreement, Lodi shall pay NCPA an annual amount equal to \$200,000, and NCPA's costs for administration of such services will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA Annual Budget.

Motion: A motion was made by Mikey Hothi and seconded by Suds Jain recommending approval of Resolution 23-66 approving the Special Conditions Agreement for Scheduling Coordinator Services between NCPA and the City of Lodi, and to authorize the General Manager to execute the Special Conditions Agreement, on behalf of NCPA, including any modifications to the Special Conditions Agreement approved by the NCPA General Counsel. The motion carried by a majority of those members present on a roll call vote as follows:

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

CLOSED SESSION

Chair Serventi asked General Counsel to move the Commission into closed session at 10:49 am. General Counsel Jane Luckhardt took the Commission into closed session.

30. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

A. Pursuant to Government Code Section 54956.9(d)(1) – Existing Litigation, two (2) cases:

- 1) Case Name: *In Re PG&E Corporation and Pacific Gas and Electric Company*: United States District Court, Northern District of California, Case No. 4:22-cv-02833-HSG.
- 2) Case Name: *City of Santa Clara dba Silicon Valley Power and Northern California Power Agency, Plaintiffs, v. California Department of Water Resources, Defendant*, Sacramento County Superior Court, Case No. 34-2023-00338449.

OPEN SESSION

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 10:56 am.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

The Commission was reminded that the next Commission meeting will be held in Murphys on July 26 and 27, 2023.

ADJOURNMENT

The June 29, 2023, Commission meeting was adjourned at 10:57 am by Chair Serventi.

Respectfully submitted,

Prepared by,

JERRY SERVENTI
Commission Chair

TRISHA ZIMMER
Assistant Secretary to the Commission



Commission Meeting
June 29, 2023
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	<i>Lesly Pervert</i>
2 - BIGGS	<i>Bo Sheppard</i>
3 - GRIDLEY	<i>Catalina Parks</i>
4 - HEALDSBURG	DAVID HAGELE
5 - LODI	MIKEY HOTH
6 - LOMPOC	<i>Janell Albom</i>
7 - PALO ALTO	<i>Dean Batchelor</i>
8 - PLUMAS-SIERRA REC	LARRY PRICE
9 - PORT OF OAKLAND	JARED CARPENTER
10 - REDDING	JULIE WINTER
11 - ROSEVILLE	<i>Krista Bernasconi</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	SUDS JAIN
14 - SHASTA LAKE	JAMES TAKEHARA
15 - TRUCKEE DONNER	STEVEN PONCELET
16 - UKIAH	CINDY SAUERS

[illegible]

SUPPORT SERVICES PROGRAM STATUS REPORT

JULY 19, 2023

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
0306	City of Lompoc	6/15/23	\$58,490.00	Ascend Analytics, LLC; Analysis to aid the City's Electric Supply Portfolio Planning.
0305	City of Lompoc	6/23/23	\$51,675.00	Utility Financial Solutions, LLC; Wastewater Cost of Service and Rate Design studies.
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.
0302	City of Roseville	6/15/23	\$15,945.00	Plug In America; Provide PlugStar's online EV shopping assistant website for EV comparisons and available incentives FY24.
0299	City of Palo Alto	5/16/23	\$11,620.00	Aspen Environmental Group; Provide natural gas regulatory services through December 21, 2023.
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.
0293	City of Roseville	3/6/23	\$ 52,170.00	DNV Energy Services USA Inc.; EM&V verification technical advisory services.
0291	Truckee Donner PUD	2/8/23	\$ 62,500.00	ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 and 2023 Program Review and free-ridership analysis.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0290	City of Roseville	3/15/23	\$751,675.00	Performance Mechanical Inc.; Maintenance during Roseville's scheduled outage including piping, hydrotesting, HRSG, catalyst, troubleshooting, underground piping outage support, rotating equipment alignment, parts supply, structural steel work to provide access for necessary facility maintenance, on T&M basis.
0288	City of Palo Alto	2/1/23	\$ 77,740.00	Acterra; EV education activities for the City of Palo Alto Utility as detailed in its proposal during 2023.
0287	City of Palo Alto	2/3/23	\$ 41,180.00	Ascend Analytics; provide analysis re Palo Alto's Electric Supply Portfolio Planning, as detailed in proposal.
0286	City of Palo Alto	3/2/23	\$ 84,515.00	ADM Associates Inc.; EM&V of the cost effectiveness and energy savings attributed to energy efficiency and electrification programs as detailed in the ADM SOW for Palo Alto Utilities.
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.
0280	City of Roseville	3/23/23	\$282,320.00	EvapTech, Inc.; Cooling tower maintenance, rehabilitation and parts supply at Roseville Electric Utility generation facilities during outage.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0276	City of Palo Alto	10/21/22	\$ 10,383.00	Dudek; Review and provide assessment of 2023 Wildfire Mitigation Plan and report findings.
0275	Alameda Municipal Power	10/21/22	\$ 46,675.00	Utility Financial Solutions; for Electric Cost of Service Study.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0274	City of Roseville	9/27/22	\$ 67,900.00	EES Consulting; for Cost of Service analysis including four primary tasks incl. developing a 10-year financial model that feeds directly to a COSA model, customize a COSA model including analysis of all financial, load, and rate inputs, develop a rate design model and alternatives, and develop a line extension model for new development in the City.
0270	City of Lompoc	1/1/23	\$125,000.00	Power Engineers, Inc.; provide system impact study for new development projects and other engineering services within Scope included in NCPA agreement.
0269	City of Lodi	10/18/22	\$281,460.00	Cooperative Response Center, Inc.; after-hours answering services for Lodi Electric and Lodi Public Works departments for three-year period.
0268	City of Roseville	2/1/23	\$687,492.00	Precision Iceblast Corporation; HRSO Deep cleaning for two units, including scaffolding, Confined Space rescue team for work onsite for planned April outage.
0267 Amd.	City of Redding	10/5/22 3/2/23	\$ 13,292.95	Dudek; Wildfire Mitigation Plan review, secondary review, and in-person presentation to Redding Council.
0266	City of Healdsburg	9/20/22	\$ 27,995.00	Dee's Design Box; graphic design services for various projects including bill inserts, direct mail flyers, and as requested and included in contract's scope of work.
0258	Alameda Municipal Power	6/6/22	\$ 46,390.00	Dee's Design Box; Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets for FY23.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
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.)

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0251	City of Santa Clara	5/3/22	\$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting.
0249	City of Lodi	7/21/22	\$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs and other income qualified customer programs through FY25.
0246 Amd.	Port of Oakland	2/3/22	\$ 78,706.00	Aspen Environmental; perform a Utilities Rate Study to provide analysis of the current rate input information and what level of full rate study could be needed.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0242	City of Redding	12/10/21	\$ 26,645.00	Cameron-Cole LLC; verification services for REU power plant GHG emissions for compliance with the Regulation for mandatory CARB reporting. Services for emission years 2021 and 2022.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including electrification and clean transportation courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236	City of Santa Clara	3/1/22	\$422,368.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224 Amd.	City of Healdsburg	7/1/21 5/16/23	\$ 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. 2 nd Amd.	Alameda Municipal Power	9/21/20 7/23/21 8/23/22	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY23.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0080	City of Roseville	8/15/18	\$700,000.00	Siemens Energy, Inc.; Year 5 of 5-year T-3000 Maintenance Program.
0079	City of Redding	8/23/18	\$740,420.00	Siemens Energy, Inc.; Year 5 of 5-year T-3000 Maintenance Program.

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

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
0259	City of Burbank/ Burbank Water & Power	10/26/22	\$134,010.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations.
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: July 27, 2023
To: NCPA Commission
Subject: July 5, 2023 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

Date: July 12, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: July 5, 2023 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:08 am. Attending via teleconference and on-line presentation were Midson Hay and Ben Rings (Alameda), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Kamryn Hutson (Redding), and Monica Nguyen and Basil Wong (Santa Clara). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-In Sheet. Committee Representatives from BART, Biggs, Gridley, Healdsburg, Lompoc, Plumas-Sierra, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was not established at the time of roll call.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of minutes from the April 5, 2023, May 3, 2023, and June 7, 2023 regular Facilities Committee meetings, and the May 18, 2023 Special Facilities Committee meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending approval of the minutes from the April 5, 2023, May 3, 2023, and June 7, 2023 regular Facilities Committee meetings, and the May 18, 2023 Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- ***Please note – This item was voted on after a quorum of the Committee was established at 9:40 am.***

- 3. All NCPA Facilities, Members – Siemens Industry, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Siemens Industry, Inc. for Power Distribution maintenance and support services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, and NCPA Members.

NCPA has a current MTCSA with Siemens Industry, Inc., however, that agreement is for technical advisory wildfire mitigation plan services, not for maintenance-type services. 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 ABB, Inc. and NorCal Power Services. A draft Commission Staff Report, and agreement were available for review.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Industry, Inc. for electrical maintenance 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, and NCPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on July 27, 2023 on the Commission Consent Calendar.

- 4. All NCPA Facilities, Members, SCPPA – Famand, Inc. dba Indoor Environmental Services First Amendment 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 Famand, Inc. dba Indoor Environmental Services for HVAC services, modifying Exhibit A to add Air Compressors, Dryers, and Preventative Maintenance Programs to the Scope of Work and Exhibit to reflect changes in pricing, with no change to the contract term or not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA entered into a five-year Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services effective December 30, 2021, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities. NCPA has utilized Famand, Inc. dba Indoor Environmental Services regularly for miscellaneous HVAC maintenance services at the Geothermal Facility. NCPA recently discovered this vendor can perform servicing and replacement of air compressors and dryers, and provide preventive maintenance programs. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add servicing and replacement of air compressors and dryers and providing preventive maintenance programs to the Scope of Work and Exhibit B to reflect changes in pricing. 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 with Mesa Energy Systems Inc. dba EMCOR Services, Johnson Controls, Inc. and ACCO Engineered Systems for similar services. A draft Commission Staff Report, original agreement, and First Amendment were available for review.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services (IES) for heating, ventilation and air-conditioning ("HVAC") maintenance services, modifying Exhibits A and B, with no change to the contract term or not to exceed amount, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. No other

meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on July 27, 2023 on the Commission Consent Calendar.

- 5. NCPA Geothermal Facility – Gifford’s Backhoe Services, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Gifford’s Backhoe Services, Inc. for miscellaneous maintenance labor and equipment rental services, with a not to exceed amount of \$2,000,000, for use at NCPA’s Geothermal Facility.

The current agreement with Gifford’s Backhoe Services, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future 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 Epidendio Construction Company, Northern Industrial Construction, and Action Sanitary. A draft Commission Staff Report, and agreement were available for review.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Gifford’s Backhoe Services, Inc. to provide miscellaneous maintenance labor and equipment rental 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 NCPA’s Geothermal facility. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on July 27, 2023 on the Commission Consent Calendar.

- 6. Execution of Confirmation Number 0307 under the Northern California Power Agency Support Services Program Agreement** – Subject to approval by the Roseville City Council under the terms of the Northern California Power Agency Support Services Program Agreement, approval of Resolution 23-70 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantial changes recommended and approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for a five-year T3000 maintenance and support services program and Omnivise T3000 version upgrade.

NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Roseville, and the City of Redding. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants. Roseville will utilize Siemens’ services through NCPA’s Support Services Program. Roseville has confirmed through submission of its Task Request that it is responsible for satisfying Roseville’s Purchasing Policies.

In June 2023, Roseville requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement’s Scope of Work and Roseville’s Task Request, the cost for the services over the five-year term is not-to-exceed \$1,194,020.12. If approved, Confirmation Number 0307 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,194,020.12. With the addition of NCPA’s administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,196,537.12.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support and recommend, subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, Commission approval of Resolution 23-70 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Roseville. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on July 27, 2023 on the Commission Consent Calendar.

- 7. Execution of Confirmation Number 0308 under the Northern California Power Agency Support Services Program Agreement** – Subject to approval by the Redding City Council under the terms of the Northern California Power Agency Support Services Program Agreement, approval of Resolution 23-71 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantial changes recommended and approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for a five-year T3000 maintenance and support services program and Omnivise T3000 version upgrade.

NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Redding, and the City of Roseville. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants.

In June 2023, Redding requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Redding's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,164,958.55, which includes the proposal amount of \$1,059,053.23, plus at 10% contingency of \$105,905.32. If approved, Confirmation Number 0308 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,164,958.55. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,167,293.55.

At its meeting on June 20, 2023, the Redding City Council approved Confirmation Number 0308 under the Support Services Program Agreement for these T3000 services provided to Redding by Siemens, at a total cost not-to-exceed 1,167,293.55.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support and recommend, subject to approval by the Redding City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, Commission approval of Resolution 23-71 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Redding. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on July 27, 2023 on the Commission Consent Calendar.

- 8. NCPA Hydroelectric Facility – Collierville Stormwater Mitigation Project** – Staff provided background information and was seeking a recommendation for Commission approval of the Collierville Stormwater Mitigation Project, including 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, for a total cost not to exceed \$320,000.

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the Collierville Powerhouse (CVPH) and Switchyard, which originally required the relocation of Clarks Creek to an area adjacent and above the CVPH. Clarks Creek frequently floods and endangers the safe, continued operation of the CVPH. The Collierville Stormwater Mitigation Project is intended to preserve and improve the function of the existing flood control system and minimize the potential for flooding of the CVPH. This project will be split into two phases:

- Phase 1: engineering, design and environmental permitting
- Phase 2: completion of the project

NCPA is currently seeking approval from the Commission for Phase 1 of the project only. Authorization for Phase 2 is anticipated to be sought from the Commission in 2024, pending completion of the engineering and permitting.

The FY24 forecast for Phase 1 of the Collierville Stormwater Mitigation Project budget was \$200,000. The current total cost for engineering, design and permitting for the Project is anticipated not to exceed \$320,000. The increase in Phase 1 cost estimates are due to subsequent damage to the Clarks Creek system incurred during the 2023 flood, additional identified environmental permitting processes, and significant cost inflation in outside engineering services.

Funding for Phase 1 of the project will come from NCPA Hydro's 2024 O&M budget. There is sufficient funding available in this budget for the updated Phase 1 costs and, as such, additional funds are not requested from the Members as this time. Phase 2, tentatively planned for 2024, will be dependent on available funding and additional authorizations.

- ***Please note – The City of Gridley, Plumas-Sierra, and the City of Ukiah joined the meeting during the presentation of item #8. Roll call was taken. A quorum of the Committee was established at 9:40 am.***

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval authorizing the Collierville Stormwater Mitigation 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, for a total cost not to exceed \$320,000. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

INFORMATIONAL ITEMS

- 9. New Business Opportunities** – Staff provided an update regarding new business opportunities.
- Yuba City Strategic Reserve (SC Services)**
- CDWR has inquired about NCPA supplying SC Services for the Yuba City Strategic Reserve Project
 - Resource: Two (2) 30 MW Combustion Turbines
 - Resource ID: GRNLF1_PL1X2

- Certification: Energy Only
 - Dispatch: Emergency operations per CAISO 4420
 - Owner: CDWR
 - Operator: Calpine (operations and maintenance)
 - Est. COD: In operations, seeking prompt services
 - Est. Cost: To Be Discussed
 - Staff is seeking Member feedback
- Scope of Services**
- Scheduling Services
 - Development and submission of schedules and Bids for the Facility into the CAISO markets
 - Perform planned and forced outage coordination with CAISO
 - Collect SQMD, and use such to perform CAISO settlement validation
 - Review, validate, and reconcile CAISO settlement charges and credits
 - Dispatch the Facility in accordance with Scheduling Procedures
 - Call-out field and emergency service personnel
 - Operational coordination

NCPA Project Development (PPA)

- Zero Waste Energy Development (ZWED)
 - SB 1383 compliance goal
 - 1.6 MW LF Gas, Existing Facility
 - Participants: Santa Clara and Palo Alto
 - Products: Energy, RPS, RA
 - Term: 10 Year Term
 - Operations: Seller to act as Scheduling Coordinator
 - Price: To Be Discussed
 - Negotiation Status: Working on updated draft of PPA

10. Combined Integrated Resource Plan 2023 – Staff provided notice to the Committee that the 2023 Combined Integrated Resource Plan (IRP) Annual Update and 5-Year Plan (2024 – 2028) was filed with Western, on behalf of the NCPA Pool Members. This document has been published on NCPA Connect.

11. NCPA Inter-Agency Resource Plan (IARP) Update – Staff will provide an informational update regarding the development of the NCPA IARP.

No update was provided at the time of this meeting. There have been multiple Member comments that Ascend Analytics, LLC is currently working on. An update will be provided at the next meeting.

12. NCPA 2024 Plant Outage Schedule – Staff provided an overview of the draft 2024 Plant Outage Schedule allowing Members to review and provide comments.

The annual maintenance scope includes required regulatory compliance, electrical, mechanical, and civil type of work. Scheduling considerations include balancing multiple factors such as: cost, Mother Nature and her impact on weather and accessibility, such as snow, impact from the market, and grid sensitivity. Outages are generally avoided in June, July, August, and during the winter heat load. Other considerations include contractor availability, as NCPA competes with many other power plant operators, and transmission outage coordination with PG&E. Assumptions and opportunity costs were provided to help with an economic approach.

Geo Plant 1 Units 1 and 2 are in a dual unit outage for 31 days from March 1 – 31, 2024. Work during this outage includes Plant 1 Stretford maintenance, BOP activities, Units 1 and 2 strainer

basket inspections, and NERC relay testing. CT2 and LEC are both in an outage from April 1 – April 30, 2024 for routine annual maintenance and AVR. The CT1 Alameda Units 1 and 2, includes a dual unit outage for 31 days from May 1 – 31, 2024 for a controls upgrade and protection upgrade. Collierville Units 1 and 2 is in a dual outage October 5, 2024, and October 6, 2024 for routine maintenance. Please contact staff with any questions, concerns, or feedback you may have regarding the 2024 planned outage schedule. Staff will bring this item back in August for approval.

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

CTs – CT1 had 1 ghost start of 36 forecasted. FYTD total is 122 starts. CT2 had 0 starts of 21 forecasted. FYTD total is 21 starts.

- **Outages**
 - **CT1 Lodi-** Available, Discovered an oil leak on CT load gear upper case. Requested a forced short notice opportunity outage on 6/29/23 @ 0800 thru 6/29/23 @ 1400. Repairs were made and unit was returned to service 0930.
 - **CT1 Alameda-** Available, Conducted NERC PRC-006 testing, outage started on 6/5/23 @ 0700 thru 6/7/23 @ 1324. Communications issues with AT&T continue, OMS ticket with CAISO for 3 hour dispatch notification from 6/9/23 @ 2340 thru 6/11/23 @ 01:44.
 - **CT2 STIG-** Available.
- **CT1 Lodi Run Hours**
 - YTD hours 16.6 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
 - U1= 5.27 hrs. of 20 (based on rolling year)
 - U2= 4.86 hrs. of 20 (based on rolling year)
- **Safety and Environmental**
 - Safety Issues
 - Trailer Lynch Pin Failure and Lessons Learned
 - No Environmental issues to report.
- **Staff reviewed the CAISO Commitment Runs for June 2023.**

Geo – There was one medical emergency with an employee airlifted to the hospital in the month of June. Safety Training is 70% complete. Vegetation management and firebreak work continue at the facility. The average Net Generation for the month of June was 16.4 GWh with the average net generation level at 22.8 MW. FY 2023 actual net Generation = 627.5 GWh, which is 14.5% under forecast due to Unit 1 turbine rotor repairs, and Unit 4 cooling tower repairs. The Unit 1 return to service date is to be determined, due to the Plant 1 crane repairs. Unit 2 circulating pump repairs have been completed. The unit was back online June 27, 2023. The Unit 4 Cooling Tower Project has been completed. The unit was back online June 26, 2023.

Hydro – The Hydro project continues with heavy generation schedules. Collierville (CV) Power House was at 99% availability and New Spicer Meadows (NMS) Power House was at 100% availability during the month of June. June precipitation was average for the month. Precipitation is at 62.7 total inches, and is at 160% of average for this date. The SWC dropped from 79 to 14 and is at 378% of average for this date. Alpine, Union, Utica, and Spicer are all currently spilling.

- **New Spicer Meadows Reservoir Storage**
 - Spill began June 20
 - 32,360 acre feet increase (21%) month-over-month
 - 157,000 acre feet to 189,360 acre feet
 - Anticipate 100% Spicer generation through duration of spill
 - Monitoring snowpack, water rights, runoff, and market

Current Events

- Projects
 - Filed the McKays DSSMR
 - Developing the Spicer DSSMR
 - Opened Spicer Campground Water System June 30
 - Continued FEMA/OES damage coordination
 - Monthly CCWD coordination meetings
 - Commencing work on all approved FY '24 projects
 - 230 KV T-line vegetation management progressing

14. Planning and Operations Update – Currently lots of water in the CA reservoirs. Most are at capacity. With high heat expected this weekend there should be plenty of capacity on hand.

- Summer 2023 Readiness

- NCPA activities
 - Review / confirm member contact information
 - Review / validate operating procedures
 - Update Dispatch / SC training for emergency operations
 - Discuss emergency operations with Member contacts
 - Further coordination with CAISO
 - Member coordination for EAL requirements
- July 12, 2023 – Annual NCPA Manual Load Shedding Procedure Training

- Resource Integration

- Pool of solar and wind resources: COD July 2023
- Standalone solar: COD September 2023
- Solar + BESS: COD Q3 2023
 - Solar currently delivering test energy
- Two slices of Solar + BESS: COD October 2023
 - Delays due modules being held at customs and meter configuring issue
- Solar + BESS COD: January 2024
- Solar + BESS: COD May 2024
- Standalone BESS: COD June 2024
- RA + Energy option COD: June 2024
- 2 slices of Geo: COD June 2024
- Solar + BESS: COD September 2024
- Pending project: COD Summer 2024
- Pending project: COD Q4 2024

15. Next Meeting – The next regular Facilities Committee meeting is scheduled for August 2, 2023.

ADJOURNMENT

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



**Northern California Power Agency
July 5, 2023 Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
July 5, 2023 Facilities Committee Meeting
Attendance List**

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

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



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: June 30, 2023 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members <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 Financial Report for month ending June 30, 2023.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the July 27, 2023 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited June 30, 2023 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a long horizontal flourish extending to the right.

RANDY S. HOWARD
General Manager

Attachments:

- June 30, 2023 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of June 2023

Operations:

Geothermal	\$ 2,232,692
Hydroelectric	2,898,421
CT#1 Combustion Turbines	90,956
CT#2 STIG	594,913
Lodi Energy Center	3,436,126
NCPA Operating	50,308,561
Total	\$ 59,561,669

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED JUNE 30, 2023**

**PERCENT OF
YEAR ELAPSED
100%**

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 2,286,056	\$ 25,846,655	\$ 19,702,876	131%	(a)
Debt Service (Net)	2,984,264	35,811,167	35,811,167	100%	
Annual Budget Cost	5,270,320	61,657,822	55,514,043	111%	
<u>Geothermal</u>					
Other Plant Cost	5,043,429	41,352,008	43,109,673	96%	
Debt Service (Net)	289,443	3,473,310	3,473,310	100%	
Annual Budget Cost	5,332,872	44,825,318	46,582,983	96%	
<u>Combustion Turbine No. 1</u>					
Fuel	13,390	1,271,803	1,213,785	105%	(b)
Other Plant Cost	366,269	5,067,819	4,387,786	115%	(c)
Annual Budget Cost	379,659	6,339,622	5,601,571	113%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	69,654	1,735,709	2,226,656	78%	
Other Plant Cost	337,712	2,571,994	3,050,762	84%	
Debt Service (Net)	423,655	5,083,855	5,083,855	100%	
Annual Budget Cost	831,021	9,391,558	10,361,273	91%	
<u>Lodi Energy Center</u>					
Fuel	741,909	121,767,948	64,819,215	188%	(b)
Other Plant Cost	2,236,686	47,404,326	46,921,420	101%	
Debt Service (Net)	2,166,350	25,996,204	25,996,203	100%	
Annual Budget Cost	5,144,945	195,168,478	137,736,838	142%	
Member Resources - Energy	8,817,432	95,613,139	63,023,618	152%	(d)
Member Resources - Natural Gas	281,221	2,599,189	2,474,390	105%	(b)
Western Resources	2,387,235	20,001,951	26,100,435	77%	
Market Power Purchases	3,622,874	55,192,527	35,533,176	155%	(e)
Load Aggregation Costs - CAISO	28,372,402	986,411,290	467,468,943	211%	(f)
Net GHG Obligations	-	3,505,120	920,891	381%	(g)
	60,439,981	1,480,706,014	851,318,161	174%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	279,612	3,497,033	2,575,487	136%	(h)
Wheeling Access Charge	11,761,700	160,446,656	158,081,389	101%	
Ancillary Services	355,747	9,312,415	5,941,763	157%	(i)
Other ISO Charges/(Credits)	(4,401,612)	(24,032,673)	2,183,731	-1101%	(j)
	7,995,447	149,223,431	168,782,370	88%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	357,784	2,071,363	2,231,485	93%	
Regulatory Representation	134,283	782,674	714,822	109%	(k)
Western Representation	117,222	368,054	722,876	51%	
Customer Programs	41,506	490,312	614,825	80%	
Judicial Action	774,506	1,338,259	460,000	291%	(l)
<u>Power Management</u>					
System Control & Load Dispatch	808,508	7,223,573	7,504,041	96%	
Forecasting, Planning, Prescheduling & Trading	283,003	2,765,411	3,044,442	91%	
Industry Restructuring & Regulatory Affairs	39,578	454,934	438,471	104%	(m)
Contract Admin, Interconnection Svcs & External Affairs	128,166	980,698	1,031,800	95%	
Gas Purchase Program	9,672	59,131	76,674	77%	
Market Purchase Project	12,690	84,544	112,143	75%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED JUNE 30, 2023**

PERCENT OF YEAR ELAPSED 100%

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
Energy Risk Management	5,413	191,493	149,552	128%	(n)
Settlements	135,922	706,347	1,011,963	70%	
Integrated Systems Support	(54,685)	538,302	405,072	133%	(o)
Participant Pass Through Costs	153,609	1,436,753	1,665,647	86%	
Support Services	730,626	2,883,222	-	N/A	(p)
	3,677,803	22,375,070	20,183,813	111%	
TOTAL ANNUAL BUDGET COST	72,113,231	1,652,304,515	1,040,284,344	159%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	5,752,080	317,659,801	193,457,434	164%	(q)
Member Resource ISO Energy Sales	3,488,199	114,061,559	49,954,453	228%	(r)
Member Owned Generation ISO Energy Sales	5,875,196	212,044,386	118,708,880	179%	(r)
Revenue from Customers	(7,861,024)	83,939,108	-	N/A	(s)
NCPA Contracts ISO Energy Sales	1,047,721	57,130,382	34,943,730	163%	(r)
Western Resource Energy Sales	2,310,999	15,565,258	26,526,704	59%	
Load Aggregation Energy Sales	7,548,795	185,052,233	-	N/A	(f)
Ancillary Services Sales	208,678	4,161,941	5,513,674	75%	
Transmission Sales	9,198	110,376	110,376	100%	
Western Credits, Interest and Other Income	5,249,512	152,758,246	43,537,481	351%	(t)
	23,629,354	1,142,483,290	472,752,732	242%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 48,483,877	\$ 509,821,225	\$ 567,531,612	90%	

- (a) Increase due to higher than budgeted CA ISO energy charges which include higher than budgeted imbalance energy settlements. Hydro generation is at 336% of YTD budgeted MWh as of 06/30/2023.
- (b) Increase due to higher than budgeted costs for fuel at LEC and CT 1. Gas prices have almost doubled year-over-year to average \$10 per mmBTU. Gas prices in winter 2022/2023 peaked at over \$40 per mmBTU.
- (c) Increase due to higher than budgeted costs for CA ISO energy purchases. CT1 costs were budgeted at approximately \$486 per MWh, and costs are currently about \$680 per MWh, a 40% YTD increase over budget. LEC costs were budgeted at approximately \$85 per MWh, and costs are currently about \$160 per MWh, a 89% YTD increase over budget.
- (d) Increase due to higher than anticipated volume of market purchases and unbudgeted purchases for members.
- (e) Increase due to higher than anticipated price per MWh for market purchases. Market purchases were budgeted at approximately \$61 per MWh and costs are currently about \$110 per MWh, an 81% YTD increase over budget.
- (f) Increase due to higher than budgeted energy purchases and unbudgeted energy sales related to CCA (Sonoma Clean Power) and participants.
- (g) Increased costs due to higher than expected needs for GHG Allowance Credits to offset energy imports.
- (h) Increase due to higher than anticipated grid management costs for participants and Sonoma Clean Power.
- (i) Increase due to greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (j) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (k) Increases in costs are the result of an increase in labor effort related to federal Regulatory programs compared to budget. This shift in labor resulted in other L&R programs being under budget for salaries and benefits.
- (l) Increase to unbudgeted outside service costs associated with GEO cotenancy litigation, as well as additional legal costs related to CVPIA.
- (m) Increase due to higher than budgeted salaries and benefits costs, as well as higher than budgeted costs for books, tapes and subscriptions.
- (n) Increase due to higher than budgeted training costs. This training occurs once every two years and the costs have since doubled. Additionally, the entire Moody's subscription is reflected in costs, though costs are shared with members. Reimbursements from other members for their shares are shown in Third Party Revenue. Budgeted Moody's subscription amount reflects NCPA's share only.
- (o) Increase due to unbudgeted costs for Cyber Security Insurance, which was first purchased after the FY23 budget was completed.
- (p) Support services includes training services, vendor services and other services to support participants as requested.
- (q) Increase due to higher than budgeted prices for CA ISO Energy Sales.
- (r) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (s) Revenue from CCA results from charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (t) Increase due to higher than budgeted revenue from third party market sales, as well as the sale of resource adequacy credits.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	June 30	
	2023	2022
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 50,967	\$ 23,202
Investments	32,029	26,116
Accounts receivable		
Participants	27	22,257
Other	3,204	9,463
Interest receivable	892	667
Inventory and supplies	6,494	6,055
Prepaid expenses	2,609	3,215
TOTAL CURRENT ASSETS	96,222	90,975
RESTRICTED ASSETS		
Cash and cash equivalents	73,183	85,671
Investments	186,370	141,600
Interest receivable	14	0
TOTAL RESTRICTED ASSETS	259,567	227,271
ELECTRIC PLANT		
Electric plant in service	1,602,332	1,600,677
Less: accumulated depreciation	(1,118,565)	(1,082,013)
	483,767	518,664
Construction work-in-progress	1,557	27
TOTAL ELECTRIC PLANT	485,324	518,691
OTHER ASSETS		
Regulatory assets	161,311	196,795
Investment in associated company	265	265
TOTAL ASSETS	1,002,689	1,033,997
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	813	1,416
Pension and OPEB deferrals	14,141	14,141
Asset retirement obligations	61,638	61,764
TOTAL DEFERRED OUTFLOWS OF RESOURCES	76,592	77,321
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,079,281	\$ 1,111,318

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	June 30	
	2023	2022
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 44,423	\$ 61,287
Member advances	4,869	993
Operating reserves	24,236	19,557
Current portion of long-term debt	55,304	50,618
Accrued interest payable	5,532	4,584
TOTAL CURRENT LIABILITIES	134,364	137,039
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	30,112	41,975
Operating reserves and other deposits	162,204	139,607
Asset retirement obligations	71,253	69,677
Long-term debt, net	534,334	592,390
TOTAL NON-CURRENT LIABILITIES	797,903	843,649
TOTAL LIABILITIES	932,267	980,688
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	95,756	93,984
Pension and OPEB deferrals	19,950	19,949
TOTAL DEFERRED INFLOWS OF RESOURCES	115,706	113,933
NET POSITION		
Net investment in capital assets	(100,909)	(100,776)
Restricted	46,654	56,571
Unrestricted	85,563	60,902
TOTAL NET POSITION	31,308	16,697
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,079,281	\$ 1,111,318

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

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

UNAUDITED

	For the Year Ended June 30,	
	2023	2022
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 634,687	\$ 537,723
Other Third-Party	494,133	341,949
TOTAL OPERATING REVENUES	1,128,820	879,672
OPERATING EXPENSES		
Purchased power	571,804	416,422
Operations	193,303	128,671
Transmission	216,987	214,673
Depreciation	36,763	33,545
Maintenance	37,073	27,909
Administrative and general	30,629	20,876
TOTAL OPERATING EXPENSES	1,086,559	842,096
NET OPERATING REVENUES	42,261	37,576
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(22,122)	(26,169)
Interest income	20,365	(9,926)
Loss on swap termination	0	(11,928)
Other	98,849	12,974
TOTAL NON OPERATING EXPENSES	97,092	(35,049)
FUTURE RECOVERABLE AMOUNTS	(25,303)	(12,122)
REFUNDS TO PARTICIPANTS	(99,439)	(1,336)
INCREASE (DECREASE) IN NET POSITION	14,611	(10,931)
NET POSITION, Beginning of year	16,697	27,628
NET POSITION, Period ended	\$ 31,308	\$ 16,697

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	June 30, 2023									
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
ASSETS	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 166	\$ -	\$ -	\$ 589	\$ 50,210	\$ 50,967
Investments	-	-	-	-	-	-	-	-	32,029	32,029
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	27	27
Other	-	-	-	-	-	-	3,076	-	128	3,204
Interest receivable	168	256	-	-	29	-	79	-	360	892
Inventory and supplies	1,853	1,575	285	429	2,352	-	-	-	-	6,494
Prepaid expenses	222	829	44	52	771	-	-	91	600	2,609
Due from Agency and other programs*	10,802	2,644	3,032	3,847	8,316	-	35,109	8,821	(72,571)	-
TOTAL CURRENT ASSETS	13,045	5,304	3,362	4,329	11,634	-	38,264	9,501	10,783	96,222
RESTRICTED ASSETS										
Cash and cash equivalents	1,140	13,369	855	-	5,941	-	28,887	91	22,900	73,183
Investments	32,326	51,265	3,626	-	24,639	-	17,715	-	56,799	186,370
Interest receivable	-	-	-	-	14	-	-	-	-	14
TOTAL RESTRICTED ASSETS	33,466	64,634	4,481	-	30,594	-	46,602	91	79,699	259,567
ELECTRIC PLANT										
Electric plant in service	578,708	395,602	65,473	38,155	447,462	7,736	61,427	1,116	6,653	1,602,332
Less: accumulated depreciation	(553,458)	(309,558)	(59,431)	(35,593)	(138,984)	(7,736)	(8,498)	(794)	(4,513)	(1,118,565)
	25,250	86,044	6,042	2,562	308,478	-	52,929	322	2,140	483,767
Construction work-in-progress	-	-	-	-	-	-	-	-	1,557	1,557
TOTAL ELECTRIC PLANT	25,250	86,044	6,042	2,562	308,478	-	52,929	322	3,697	485,324
OTHER ASSETS										
Regulatory assets	-	91,987	-	-	29,145	-	-	-	40,179	161,311
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	71,761	247,969	13,885	6,891	379,851	-	137,795	9,914	134,623	1,002,689
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	294	-	-	-	519	-	-	-	-	813
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	14,141	14,141
Asset retirement obligations	61,268	-	173	-	197	-	-	-	-	61,638
TOTAL DEFERRED OUTFLOWS OF RESOURCES	61,562	-	173	-	716	-	-	-	14,141	76,592
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 133,323	\$ 247,969	\$ 14,058	\$ 6,891	\$ 380,567	\$ -	\$ 137,795	\$ 9,914	\$ 148,764	\$ 1,079,281

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

June 30, 2023										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 454	\$ 250	\$ -	\$ 2	\$ 325	\$ -	\$ 32,845	\$ -	\$ 10,547	\$ 44,423
Member advances	4,668	-	-	-	-	-	-	201	-	4,869
Operating reserves	1,909	250	617	3,496	17,964	-	-	-	-	24,236
Current portion of long-term debt	3,360	27,275	4,625	-	14,239	-	5,805	-	-	55,304
Accrued interest payable	57	4,267	164	-	1,044	-	-	-	-	5,532
TOTAL CURRENT LIABILITIES	10,448	32,042	5,406	3,498	33,572	-	38,650	201	10,547	134,364
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	30,112	30,112
Operating reserves and other deposits	1,500	29,854	-	-	712	-	48,204	2,035	79,899	162,204
Asset retirement obligations	70,883	-	173	-	197	-	-	-	-	71,253
Long-term debt, net	3,425	176,226	5,850	-	301,710	-	47,123	-	-	534,334
TOTAL NON-CURRENT LIABILITIES	75,808	206,080	6,023	-	302,619	-	95,327	2,035	110,011	797,903
TOTAL LIABILITIES	86,256	238,122	11,429	3,498	336,191	-	133,977	2,236	120,558	932,267
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,984	8,235	1,794	2,740	38,168	-	-	323	4,512	95,756
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	19,950	19,950
TOTAL DEFERRED INFLOWS OF RESOURCES	39,984	8,235	1,794	2,740	38,168	-	-	323	24,462	115,706
NET POSITION										
Net investment in capital assets	18,759	(119,871)	(5,114)	-	5,317	-	-	-	-	(100,909)
Restricted	3,360	27,272	4,317	-	1,694	-	9,920	91	-	46,654
Unrestricted	(15,036)	94,211	1,632	653	(803)	-	(6,102)	7,264	3,744	85,563
TOTAL NET POSITION	7,083	1,612	835	653	6,208	-	3,818	7,355	3,744	31,308
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 133,323	\$ 247,969	\$ 14,058	\$ 6,891	\$ 380,567	\$ -	\$ 137,795	\$ 9,914	\$ 148,764	\$ 1,079,281

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 Year Ended June 30, 2023										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ (28,269)	\$ (19,432)	\$ (1,363)	\$ 1,705	\$ 20,664	\$ -	\$ 634,358	\$ 24,945	\$ 2,079	\$ 634,687
Other Third-Party	66,019	83,217	2,540	3,893	167,234	-	168,441	2,789	-	494,133
TOTAL OPERATING REVENUES	37,750	63,785	1,177	5,598	187,898	-	802,799	27,734	2,079	1,128,820
OPERATING EXPENSES										
Purchased power	1,068	7,502	425	640	8,069	-	554,100	-	-	571,804
Operations	19,330	5,366	2,372	2,185	147,993	-	2,599	13,458	-	193,303
Transmission	242	343	4	7	887	-	215,499	5	-	216,987
Depreciation	3,827	9,512	2,215	312	14,751	-	5,696	107	343	36,763
Maintenance	15,623	11,525	718	1,825	7,290	-	-	92	-	37,073
Administrative and general	6,927	4,815	781	791	5,605	-	-	8,835	2,875	30,629
Intercompany (sales) purchases, net*	(773)	280	53	89	360	-	-	(9)	-	-
TOTAL OPERATING EXPENSES	46,244	39,343	6,568	5,849	184,955	-	777,894	22,488	3,218	1,086,559
NET OPERATING REVENUES	(8,494)	24,442	(5,391)	(251)	2,943	-	24,905	5,246	(1,139)	42,261
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(380)	(7,015)	31	-	(13,727)	-	(1,031)	-	-	(22,122)
Interest income	3,261	2,458	158	83	2,627	-	3,587	741	7,450	20,365
Other	4	6	8,345	-	8,123	-	-	81,934	437	98,849
TOTAL NON OPERATING (EXPENSES) REVENUES	2,885	(4,551)	8,534	83	(2,977)	-	2,556	82,675	7,887	97,092
FUTURE RECOVERABLE AMOUNTS	(990)	(20,760)	(2,983)	-	(570)	-	-	-	-	(25,303)
REFUNDS TO PARTICIPANTS	(2,224)	(646)	(165)	(1,219)	(131)	-	(3,739)	(86,065)	(5,250)	(99,439)
INCREASE (DECREASE) IN NET POSITION	(8,823)	(1,515)	(5)	(1,387)	(735)	-	23,722	1,856	1,498	14,611
NET POSITION, Beginning of year	15,906	3,127	840	2,040	6,943	-	(19,904)	5,499	2,246	16,697
NET POSITION, Period ended	\$ 7,083	\$ 1,612	\$ 835	\$ 653	\$ 6,208	\$ -	\$ 3,818	\$ 7,355	\$ 3,744	\$ 31,308

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
June 30, 2023

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 3,230,039
PAST DUE:			
1 - 30	City of Burbank	Vendor Services	1,560 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 3,231,599</u>

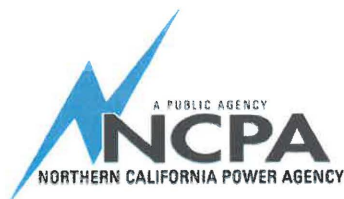
**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of June 2023

Operations:

Geothermal	\$ 2,232,692
Hydroelectric	2,898,421
CT#1 Combustion Turbines	90,956
CT#2 STIG	594,913
Lodi Energy Center	3,436,126
NCPA Operating	50,308,561
Total	\$ 59,561,669




Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Treasurer's Report for Month Ended June 30, 2023

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 June 30, 2023.

BACKGROUND:

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

Cash – At month end cash totaled \$13,051,000 of which approximately \$18,091 was applicable to Special and Reserve Fund Deposits, \$12,660,245 to Debt Service and \$372,664 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 \$317,220,378 at month end. The current market value of the portfolio totaled \$303,008,068.

The overall portfolio had a combined weighted average interest rate of 3.230% with a bond equivalent yield (yield to maturity) of 3.275%. Investments with a maturity greater than one year totaled \$173,719,000. June maturities totaled \$50,716,260 and monthly receipts totaled \$51 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 increased 8 basis points from 5.37% to 5.45% and rates on one-year T-Bills increased 20 basis points from 5.15% to 5.35%.

To the best of my knowledge and belief, all securities held by NCPA as of June 30, 2023 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

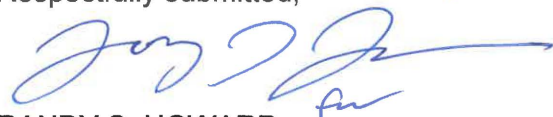
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report June 30, 2023

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JUNE 30, 2023

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
June 30, 2023**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 360,029	\$ 117,595,121	\$ 117,955,150	35.72%
Special Deposits	12,635	-	12,635	0.00%
Debt Service	12,660,245	28,944,460	41,604,705	12.60%
Special & Reserve	18,091	170,680,797	170,698,888	51.68%
	\$ 13,051,000	\$ 317,220,378	\$ 330,271,378	100.00%

Portfolio Investments at Market Value

\$ 303,008,068

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
June 30, 2023**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 49,336,826	\$ 248,836	\$ 1,044,851	\$ (21,331,291)	\$ (12,482,831)	\$ (17,645,763)	\$ (829,372)
Special Deposits	1,337,611	-	-	(15,552,268)	-	14,214,151	(506)
Debt Service	131,513	4	25,398,110	(22,633,496)	(2,589,555)	5,287,220	5,593,796
Special & Reserve	-	508,629	24,273,299	(17,516,992)	(5,392,922)	(1,855,608)	16,406
	<u>\$ 50,805,950</u>	<u>\$ 757,469</u>	<u>\$ 50,716,260</u>	<u>\$ (77,034,047)</u>	<u>\$ (20,465,308)</u>	<u>\$ -</u>	<u>\$ 4,780,324</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
June 30, 2023**

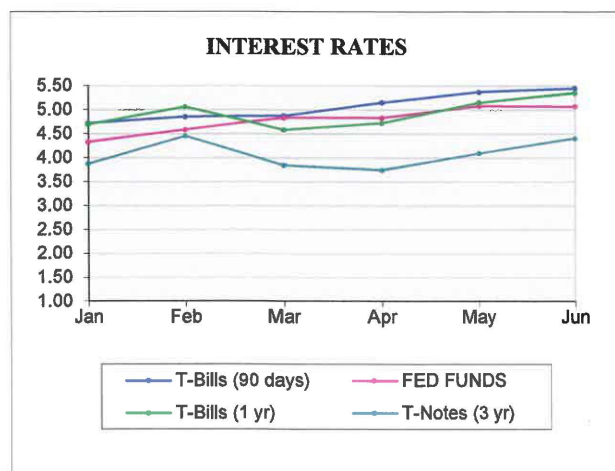
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 12,482,831	\$ (1,044,851)	\$ (550)	\$ -	\$ -	\$ 11,437,430
Special Deposits	-	-	-	-	-	-
Debt Service	2,589,555	(25,398,110)	141,110	-	-	(22,667,445)
Special & Reserve	5,392,922	(24,273,299)	13,486	(1,526)	-	(18,868,417)
	<u>\$ 20,465,308</u>	<u>\$ (50,716,260)</u>	<u>\$ 154,046</u>	<u>\$ (1,526)</u>	<u>\$ -</u>	<u>\$ (30,098,432)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(152,520)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (30,250,952)</u></u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
June 30, 2023

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.230%	3.275%
OPERATING FUNDS:	3.262%	3.248%
PROJECTS:		
Geothermal	2.178%	2.251%
Capital Facilities	4.789%	4.946%
Hydroelectric	3.687%	3.867%
Lodi Energy Center	3.159%	3.185%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	5.07%	1.58%
T-Bills (90da.)	5.45%	1.67%
Agency Disc (90da.)	5.10%	2.00%
T-Bills (1yr.)	5.35%	2.83%
Agency Disc (1yr.)	5.13%	2.80%
T-Notes (3yr.)	4.40%	3.20%



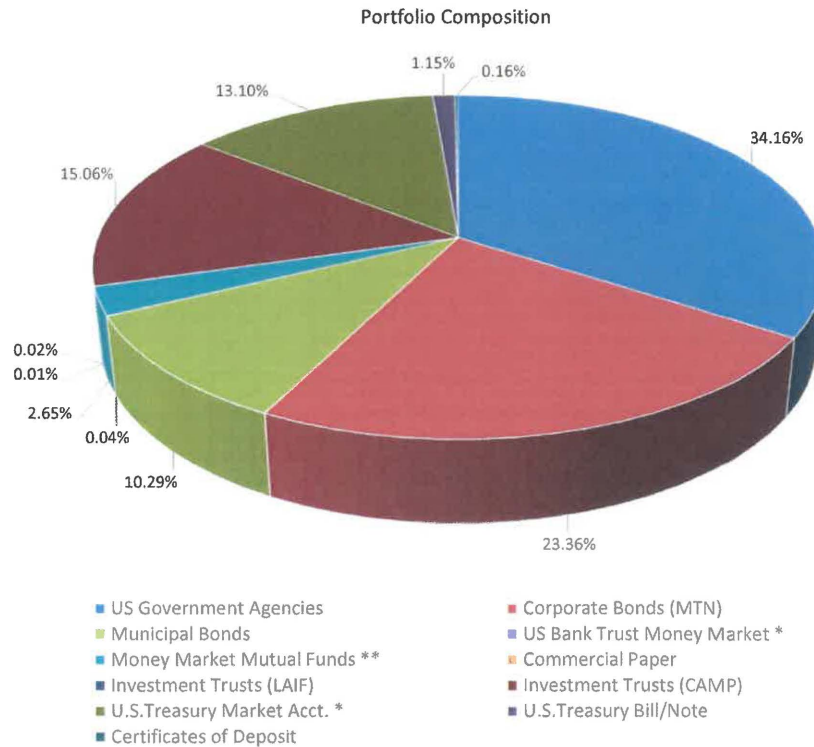
**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
June 30, 2023**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 22,303	\$ 4,498	\$ 5,468	\$ 1,300	\$ 1,485	\$ 63,913	\$ 9,747	\$ 108,714	34.16%
Corporate Bonds (MTN)	-	500	-	1,940	628	71,304	-	74,372	23.36%
Municipal Bonds	500	2,530	1,770	-	-	25,300	2,660	32,760	10.29%
US Bank Trust Money Market *	124	-	-	-	-	-	-	124	0.04%
Money Market Mutual Funds **	8,448	-	-	-	-	-	-	8,448	2.65%
Commercial Paper	25	-	-	-	-	-	-	25	0.01%
Investment Trusts (LAIF)	51	-	-	-	-	-	-	51	0.02%
Investment Trusts (CAMP)	47,957	-	-	-	-	-	-	47,957	15.06%
U.S.Treasury Market Acct. *	41,712	-	-	-	-	-	-	41,712	13.10%
U.S.Treasury Bill/Note	-	-	-	1,000	1,875	795	-	3,670	1.15%
Certificates of Deposit	10	500	-	-	-	-	-	510	0.16%
Total Dollars	\$ 121,130	\$8,028	\$7,238	\$4,240	\$ 3,988	\$161,312	\$12,407	\$ 318,343	100.00%
Total Percents	38.06%	2.52%	2.27%	1.33%	1.25%	50.67%	3.90%	100.00%	

Investments are shown at Face Value, in thousands.

* Uninvested balances at U.S. Bank Institutional Trust and Custody are swept into U.S. Bank demand deposit investment products or invested in short-term U.S. government securities including repurchase agreements secured by U.S. government securities.

** Money market mutual fund investments held at U.S. Bank are invested in short-term U.S. Treasury obligations, including repurchase agreements secured by U.S. Treasury obligations.



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
06/30/2023

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	2.500	10/07/2022	25,000		1	2.500	25,000	SYS70101	70101	25,000
First American Funds	USB	8,448,000	4.902	10/12/2022	8,448,000		1	4.902	8,448,000	SYS70102	70102	8,448,000
Local Agency Investm	LAIF	51,330	2.697		51,330		1	2.697	51,330	SYS70000	70000	51,330
First American Govt.	USBGC	10,934	4.930		10,934		1	4.930	10,934	SYS70014	70014	10,934
US Bank	USB	360,029	0.001		360,029		1	0.001	360,029	SYS70050	70050	360,029
US Bank	USB	0	0.010	08/24/2017	0		1	0.010	0	SYS70056	70056	0
California Asset Mgm	CMP	41,290,854	5.160	10/19/2018	41,290,854		1	5.160	41,290,854	SYS70070	70070	41,290,854
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	0	0.507	500,000	57582RF84	27029	500,000
US Bank	USB	10,000	0.048	04/07/2023	10,000	07/07/2023	6	0.048	10,000	SYS30333	30333	10,000
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	215	3.561	495,095	46625HJT8	26760	501,711
Federal Farm Credit	USBGC	200,000	5.125	02/28/2023	199,964	02/28/2024	242	5.143	199,378	3133EPCB9	27554	199,976
American Honda Finan	USBGC	185,000	0.550	04/17/2023	176,124	07/12/2024	377	4.586	175,770	02665WDS7	27575	177,600
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	397	0.878	475,080	275282PR6	27105	500,000
CA St Dept of Wlr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	519	0.584	560,988	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	576	1.846	477,270	90331HMS9	26947	507,134
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	715	0.730	238,108	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	731	0.629	456,120	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	731	0.990	460,170	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	731	0.787	457,560	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	732	2.145	909,590	59217GEJ4	27375	977,010
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	762	0.992	915,120	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	871	0.542	908,170	3135GA4P3	27137	1,002,522
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	905	0.825	218,020	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	934	0.699	451,025	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	970	0.500	335,243	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	972	2.248	942,980	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	973	4.200	97,908	17275RBC5	27480	98,861
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	982	0.800	990,275	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,049	1.079	452,155	91324PEC2	27230	500,977
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,062	1.250	1,487,874	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,096	1.181	224,248	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,096	1.201	224,385	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,111	1.050	441,970	57629WDE7	27247	502,216
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,141	1.272	88,252	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,143	0.875	445,485	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,143	1.150	842,010	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,152	1.250	647,378	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,171	1.227	444,665	14913R2Q9	27288	498,805
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,171	1.225	460,155	24422EVB2	27294	515,865
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,185	0.900	560,246	3130ANXS4	27276	630,000



Northern California Power Agency
Treasurer's Report
06/30/2023

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,185	1.635	1,295,865	75951AAQ1	27292	1,494,230
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,188	1.260	464,575	70450YAD5	27293	521,812
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,212	1.567	1,367,773	872898AA9	27330	1,533,830
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,227	1.475	1,709,603	74460DAG4	27336	1,911,511
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,277	1.509	45,721	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,307	1.691	2,723,040	3130AQN66	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	1,460	4.841	445,841	3130ASH44	27559	452,666
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,506	4.944	499,400	30303M8B1	27483	498,341
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,513	4.136	564,516	023135BC9	27455	578,021
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,690	4.757	1,090,110	872287AL1	27597	1,096,950
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,728	4.648	876,930	02665WDW8	27598	888,831
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,734	4.634	740,033	58769JAG2	27572	755,210
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,819	4.800	994,350	3130AWE55	27606	1,000,000
Fund Total and Average		\$ 82,264,147	3.810		\$ 82,253,665		430	3.844	\$ 79,596,597			\$ 82,225,226

MPP GHG Auction Acct

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70045	70045	0
California Asset Mgm	CMP	589,020	5.160	09/13/2022	589,020		1	5.160	589,020	SYS70076	70076	589,020
Fund Total and Average		\$ 589,020	5.160		\$ 589,020		1	5.160	\$ 589,020			\$ 589,020

SCPA Balancing Account

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70022	70022	0
First American Govt.	USBGC	400	4.930		400		1	4.930	400	SYS70023	70023	400
California Asset Mgm	CMP	17,259,928	5.160	05/27/2022	17,259,928		1	5.160	17,259,928	SYS70072	70072	17,259,928
Federal Farm Credit	USBGC	500,000	5.125	02/28/2023	499,909	02/28/2024	242	5.143	498,445	3133EPCB9	27555	499,940
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	640	0.600	480,380	586145F74	27113	520,248
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	670	0.649	96,611	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	670	0.649	272,326	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	701	0.952	458,980	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	731	0.932	458,840	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	731	0.610	456,120	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	821	0.530	1,856,533	3133EMB00	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	821	0.530	1,861,072	3133EMB04	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	953	0.699	450,735	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	957	0.530	447,705	3130AKWA0	27164	499,869
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	962	0.650	894,520	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	970	0.500	111,748	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	971	0.630	896,980	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	982	0.800	1,485,413	3133EMS07	27201	1,650,000



Northern California Power Agency
Treasurer's Report
06/30/2023

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
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,090	1.199	432,690	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,111	1.050	441,970	57629WDE7	27248	502,216
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,152	1.250	43,159	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,212	1.567	179,380	872898AA9	27331	201,158
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,227	1.569	246,147	74460DAG4	27311	274,389
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,227	1.475	223,770	74460DAG4	27337	250,198
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,277	1.509	91,442	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,290	1.731	474,458	24422EWA3	27362	524,451
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,307	1.691	272,304	3130AQN86	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,398	4.219	482,600	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	1,400	4.110	489,615	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,492	3.509	124,358	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	1,492	4.730	266,769	250375LS9	27602	267,981
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,516	4.200	358,715	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,586	4.759	1,011,860	09261BAJ9	27541	1,043,736
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,697	5.003	282,639	233851DF8	27607	284,590
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,734	4.634	123,339	58769JAG2	27573	125,868
Fund Total and Average		\$ 34,955,328	3.366		\$ 35,010,290		514	3.351	\$ 33,531,951			\$ 34,974,972

General Operating Reserve

Local Agency Investm	LAIF	0	1.329		0	1	1.329	0	SYS70000	70002	0
First American Govt.	USBGC	12,717	4.930		12,717	1	4.930	12,717	SYS70019	70019	12,717
US Bank	USB	0	0.000	07/01/2022	0	1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	22,887,432	5.160	12/14/2018	22,887,432	1	5.160	22,887,432	SYS70071	70071	22,887,432
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	62	1.020	2,132,538	613105KV6	26985	2,147,730
Pfizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	76	2.908	497,435	717081EN9	26738	500,278
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	92	1.020	1,755,734	4386705V9	26983	1,774,861
Citibank NA	USBGC	500,000	3.650	02/07/2019	507,490	206	3.319	494,230	17325FAS7	26756	500,847
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	215	3.535	495,095	46625HJT8	26757	501,770
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	219	2.093	433,616	91159HHV5	26906	443,189
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	397	0.820	536,840	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	397	1.058	1,442,700	438687KT1	26980	1,505,722
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	489	0.665	234,825	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	531	0.830	1,755,536	3130A3GE8	26962	1,869,583
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	576	1.846	477,270	90331HMS9	26951	507,134
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	595	1.161	474,720	384802AE4	27000	505,417
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	595	1.217	474,720	384802AE4	27005	504,969
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	640	0.600	480,380	586145F74	27114	520,248
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	640	1.038	936,260	899559QD3	27006	1,005,939
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	670	0.750	492,556	447025A56	27112	533,533
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	701	0.866	932,930	438516CB0	27008	1,009,041



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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
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	701	1.299	397,631	471376FJ7	27011	429,081
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	715	1.033	1,448,925	740189AM7	27017	1,566,068
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	723	1.050	680,355	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	731	0.845	458,840	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	731	0.774	457,560	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	732	2.145	3,638,360	59217GEJ4	27376	3,908,039
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	762	0.940	745,823	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	779	0.600	912,690	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	809	0.570	909,650	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	821	0.530	1,815,680	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	821	0.530	1,561,485	3133EMB00	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	821	0.520	907,630	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	849	0.540	453,005	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	878	0.798	895,270	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	884	0.560	451,670	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	893	1.060	1,352,815	40139LBC6	27223	1,513,299
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	905	0.825	218,020	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	913	0.599	451,445	3135G06Q1	27141	500,499
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	953	0.699	450,735	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	962	0.650	894,520	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	984	1.054	556,529	808513BF1	27220	627,456
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	989	0.841	899,460	3130ALEL4	27203	998,639
Federal Home Loan Ba	USBGC	175,000	0.975	08/11/2022	157,876	03/23/2026	996	3.330	158,239	3130ALGJ7	27438	162,085
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,003	1.010	904,030	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,005	1.119	451,440	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	1,025	1.084	456,245	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,049	1.079	497,371	91324PEC2	27232	551,075
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,062	1.250	969,744	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,090	1.199	1,081,725	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,096	1.590	333,855	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,111	1.050	883,940	57629WDE7	27249	1,004,432
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	1,172	3.000	382,734	437076BN1	27387	404,171
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,200	1.235	88,763	24422EVM6	27297	100,206
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,200	4.569	1,768,456	63859UBH5	27420	1,850,743
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,212	1.567	762,365	872898AA9	27333	854,921
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,227	1.490	1,418,702	74460DAG4	27308	1,585,502
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,227	1.569	326,704	74460DAG4	27312	364,190
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,227	1.475	952,365	74460DAG4	27339	1,064,842
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,248	1.500	1,056,756	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,277	1.509	137,163	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,290	1.731	395,834	24422EWA3	27363	437,542
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,307	3.375	476,905	3130ARP62	27398	500,000



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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	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,382	4.123	980,900	023135CF1	27419	1,001,151
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,391	3.628	1,703,979	872898AF8	27404	1,785,060
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,419	4.122	980,052	747525AU7	27421	1,003,502
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,445	3.631	480,480	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,506	4.944	256,346	30303M8B1	27484	255,802
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,513	4.136	70,565	023135BC9	27457	72,253
Fund Total and Average		\$ 79,845,149	2.638		\$ 80,077,187		600	2.573	\$ 75,481,290			\$ 79,698,968
GRAND TOTALS:		\$ 197,653,644	3.262		\$ 197,930,162		512	3.248	\$ 189,198,858.			\$ 197,488,186

*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 06/30/2023

Callable Dates:

Inv #			Inv #			Inv #		
26906	USBANK	1/5/2024	27124	FFCB	Anytime	27227	BAC	Semi-annually
26947	USBANK	Anytime starting 12/27/2024	27125	BALGEN	Anytime	27228	BAC	Semi-annually
26951	USBANK	Anytime starting 12/27/2024	27126	BALGEN	Anytime	27251	JPM	Annually starting 8/17/2023
26980	HON	Anytime	27137	FNMA	Annually	27252	FHLB	Quarterly
26983	HON	Anytime	27138	JPM	Quarterly starting 12/22/2023	27255	BAC	Semi-annually
27011	JAS	6/1/2024	27139	JPM	Quarterly starting 12/22/2023	27256	BAC	Semi-annually
27024	JPM	Quarterly starting 6/23/2024	27141	FNMA	Quarterly	27276	FHLB	Quarterly
27029	MAS	Anytime	27149	TOY	1/20/2025 and 7/20/2025	27313	JPM	Quarterly
27041	WISTRN	Anytime	27164	FHLB	Anytime	27329	NYSHGR	Anytime
27042	WISTRN	Anytime	27168	APPL	Anytime starting 1/8/2026	27342	FHLB	12/29/2023
27055	CASWTR	Anytime	27169	APPL	Anytime starting 1/8/2026	27343	FHLB	12/29/2023
27056	FNMA	Quarterly	27171	JPM	Quarterly	27345	FHLB	12/29/2023
27058	PHOGEN	Anytime	27172	JPM	Quarterly	27364	FHLB	7/28/2023
27071	FAMC	Semi-annually	27178	LOUIS	Anytime	27365	FHLB	7/28/2023
27072	CASHGR	Anytime	27195	FHLB	Quarterly	27398	FHLB	Quarterly
27077	FFCB	Anytime	27200	FFCB	Anytime	27399	FHLB	Quarterly
27078	FFCB	Anytime	27201	FFCB	Anytime	27423	CTS	Anytime
27079	FFCB	Anytime	27202	WIS	Anytime	27438	FHLB	Monthly
27080	FFCB	Anytime	27203	FHLB	Quarterly	27440	ALA	Anytime
27081	FHLB	Anytime	27213	FHLB	Quarterly	27441	FHLB	Quarterly
27104	FHLMC	Annually	27216	ORSGEN	Anytime	27559	FHLB	Quarterly
27110	CASMED	Anytime	27220	SCHW	2/11/2026	27560	ORS	Anytime
27113	MEMGEN	Anytime	27225	BAC	Semi-annually	27605	FHLB	6/23/2025
27114	MEMGEN	Anytime	27226	BAC	Semi-annually			



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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	1,181,000	4.615	12/28/2022	1,152,689	07/03/2023	2	4.791	1,181,000	313384HR3	27497	1,180,697
Federal Home Loan Ba	USBT	539,000	4.639	01/10/2023	526,912	07/03/2023	2	4.812	539,000	313384HR3	27507	538,861
Federal Home Loan Ba	USBT	296,000	4.670	01/30/2023	290,087	07/03/2023	2	4.831	296,000	313384HR3	27528	295,923
Federal National Mtg	USBT	294,000	4.729	02/24/2023	289,017	07/03/2023	2	4.878	294,000	313588HR9	27543	293,923
Fund Total and Average		\$ 2,310,000	4.643		\$ 2,258,705		2	4.812	\$ 2,310,000			\$ 2,309,404

Geothermal Special Reserve

First American Govt.	USBGC	5,000	4.930		5,000		1	4.930	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	860	0.460	1,354,948	3135G06G3	27167	1,496,390
Fund Total and Average		\$ 1,500,000	0.515		\$ 1,502,796		857	0.475	\$ 1,359,948			\$ 1,501,390

Geo Decommissioning Reserve

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70027	70027	0
First American Govt.	USBGC	23,068	4.930		23,068		1	4.930	23,068	SYS70034	70034	23,068
California Asset Mgm	CMP	4,532	5.160	09/01/2022	4,532		1	5.160	4,532	SYS70074	70074	4,532
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	31	1.471	384,892	83412PCN0	26978	386,257
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	60	3.203	249,128	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	68	3.301	249,035	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	489	1.846	322,014	78607QAY1	26977	335,693
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	595	1.161	403,512	384802AE4	27002	429,604
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	701	0.952	458,980	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	731	1.372	692,970	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	731	0.610	456,120	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	762	0.940	915,120	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	893	1.060	449,455	40139LBC6	27224	502,774
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	953	0.700	901,470	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,034	1.200	436,400	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,090	1.199	649,035	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,152	1.250	43,159	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,168	1.629	1,746,224	037833DN7	27361	1,919,388
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,171	1.227	133,400	14913R2Q9	27289	149,642
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,212	1.567	1,233,238	872898AA9	27334	1,382,961
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,227	1.490	684,736	74460DAG4	27309	765,242
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,227	1.475	1,541,328	74460DAG4	27340	1,723,363
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,400	3.862	722,603	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	1,460	4.841	195,974	3130ASH44	27558	198,974
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,531	4.125	1,373,232	931142EX7	27458	1,390,743



Northern California Power Agency
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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Intel Corp	USBGC	200,000	4.875	02/24/2023	198,252	02/10/2028	1,685	5.075	199,244	458140CE8	27553	198,376
TCI Communications I	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,690	4.747	348,835	872287AL1	27599	351,175
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,690	4.650	352,695	02665WCE9	27604	357,230
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,734	4.634	123,339	58769JAG2	27574	125,868
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,435	2.078	491,306	64966QUX6	27219	583,645
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,680	4.870	170,734	13077DMR0	27482	170,425
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,781	1.360	803,050	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,789	1.460	781,712	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,789	1.482	482,538	31422XAU6	27246	599,041
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,911	3.439	1,384,548	3130ANUL2	27439	1,504,035
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,922	4.430	270,722	953107AK5	27512	273,584
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,950	1.704	1,626,000	3130AN7G9	27245	2,005,202
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,953	1.565	400,470	56781RKZ9	27272	505,408
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,953	4.780	251,112	675383TR4	27513	251,324
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,967	2.134	307,634	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,967	2.134	201,790	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	3,075	5.110	79,874	16772PCS3	27485	79,136
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,110	2.044	2,017,675	3133ENJZ4	27360	2,453,111
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,223	4.181	909,714	31422XXY3	27403	970,665
Fund Total and Average		\$ 28,906,600	2.066		\$ 28,591,738		1853	2.137	\$ 25,472,617			\$ 28,547,466
GRAND TOTALS:		\$ 32,716,600	2.178		\$ 32,353,239		1675	2.251	\$ 29,142,565.			\$ 32,358,260

*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 06/30/2023

Callable Dates:

Inv #

26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually
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



Northern California Power Agency
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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	525	0.010		525		1	0.010	525	SYS79017	79017	525
U.S. Treasury	USBT	431,000	4.570	03/28/2023	424,380	07/27/2023	26	4.705	429,560	912796Y29	27567	429,577
Federal Home Loan Ba	USBT	436,000	4.640	12/28/2022	423,862	08/01/2023	31	4.821	434,252	313384JW0	27501	434,258
Federal Home Loan Ba	USBT	1,319,000	4.690	01/30/2023	1,287,554	08/01/2023	31	4.870	1,313,711	313384JW0	27534	1,313,673
Federal Home Loan Ba	USBT	1,029,000	4.829	02/24/2023	1,007,187	08/01/2023	31	5.003	1,024,874	313384JW0	27549	1,024,720
Federal Home Loan Ba	USBT	429,000	4.860	04/25/2023	423,324	08/01/2023	31	4.993	427,280	313384JW0	27582	427,205
Federal Home Loan Ba	USBT	428,000	5.099	05/26/2023	423,938	08/01/2023	31	5.220	426,284	313384JW0	27596	426,120
U.S. Treasury	USBT	426,000	4.997	06/30/2023	424,108	08/01/2023	31	5.089	424,262	912797GA9	27610	424,167
Fund Total and Average		\$ 4,498,525	4.789		\$ 4,414,878		31	4.946	\$ 4,480,748			\$ 4,480,245
GRAND TOTALS:		\$ 4,498,525	4.789		\$ 4,414,878		31	4.946	\$ 4,480,748.			\$ 4,480,245

*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 06/30/2023



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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
Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70028	70028	0
First American Govt.	USBGC	3,600	4.930		3,600		1	4.930	3,600	SYS70031	70031	3,600
California Asset Mgm	CMP	1,789,553	5.160	09/01/2022	1,789,553		1	5.160	1,789,553	SYS70073	70073	1,789,553
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	184	0.401	976,830	374288AB4	27161	1,000,000
Federal Home Loan Ba	USBGC	500,000	5.000	01/30/2023	500,000	01/26/2024	209	5.000	497,860	3130AUJ62	27515	500,000
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	242	5.143	49,845	3133EPCB9	27556	49,994
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	279	2.988	200,803	58989V2C7	27385	205,490
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	279	2.988	402,567	58989V2C7	27386	411,964
Federal National Mtg	USBGC	500,000	5.000	01/26/2023	500,000	04/26/2024	300	5.006	497,095	3135GAE72	27514	500,000
Federal Home Loan Ba	USBGC	985,000	4.875	01/30/2023	987,778	06/14/2024	349	4.649	979,307	3130ATVC8	27520	986,929
U.S. Treasury	USBGC	795,000	0.375	01/30/2023	749,536	07/15/2024	380	4.468	755,035	91282CCL3	27527	762,526
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	397	1.029	237,970	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	458	0.683	94,276	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	485	5.004	1,733,743	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	533	1.744	481,715	931142DV2	26950	506,288
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	622	4.296	495,720	3130AUZC1	27571	502,619
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	663	0.839	510,660	06406RAN7	27221	552,376
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	688	0.675	460,810	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	701	4.773	99,718	56052AH90	27605	100,408
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	758	5.000	989,150	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	762	1.229	229,725	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	776	1.950	488,945	283734TC5	27131	524,178
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	823	0.765	118,258	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	850	5.053	989,100	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	850	5.023	988,980	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	852	5.003	988,650	3134GYFX5	27523	1,000,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	863	4.960	251,630	89236TKK0	27608	252,398
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	878	0.798	895,270	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	893	0.615	452,335	3135G06J7	27136	500,417
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	905	0.825	436,040	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	913	0.576	451,445	3135G06Q1	27148	500,777
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	941	5.050	988,180	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	942	5.100	985,100	3130AUNJ9	27518	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	4.800	01/30/2023	1,000,000	01/30/2026	944	4.800	989,220	3134GYFB3	27525	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	957	0.530	447,705	3130AKWA0	27165	499,869
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	962	5.150	988,480	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	969	4.226	496,986	58933YAY1	27526	502,983
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	970	0.500	446,990	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	973	4.200	33,596	17275RBC5	27481	33,923
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	975	3.996	199,508	3133EPCF0	27587	202,506



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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
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	975	4.386	363,036	233851EC4	27588	370,800
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	986	4.720	201,486	641062BK9	27603	202,639
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	1,025	1.090	456,245	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,049	1.082	452,155	91324PEC2	27231	500,977
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	1,096	4.385	246,005	040664HH0	27589	250,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	1,125	5.000	985,840	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,143	0.875	445,485	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,150	0.967	447,700	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,152	1.250	43,159	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,212	1.567	179,380	872898AA9	27332	201,158
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,227	1.475	223,770	74460DAG4	27338	250,198
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,277	1.509	457,210	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,513	4.136	141,129	023135BC9	27456	144,505
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,516	4.200	387,800	3130ASVC0	27442	400,000
Federal Home Loan Ba	USBGC	437,838	5.555	01/30/2023	438,276	01/27/2028	1,671	5.531	433,586	3130AUJJ4	27516	438,239
Fund Total and Average		\$ 29,748,991	3.323		\$ 29,693,596		758	3.481	\$ 28,586,386			\$ 29,677,314

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	4,470,000	4.615	12/28/2022	4,362,844	07/03/2023	2	4.791	4,470,000	313384HR3	27498	4,468,854
Federal Home Loan Ba	USBT	1,600,000	4.640	01/10/2023	1,564,117	07/03/2023	2	4.812	1,600,000	313384HR3	27509	1,599,588
Federal Home Loan Ba	USBT	1,119,000	4.670	01/30/2023	1,096,645	07/03/2023	2	4.831	1,119,000	313384HR3	27530	1,118,710
Federal National Mtg	USBT	1,116,000	4.730	02/24/2023	1,097,085	07/03/2023	2	4.878	1,116,000	313588HR9	27545	1,115,707
Fund Total and Average		\$ 8,305,000	4.643		\$ 8,120,691		2	4.812	\$ 8,305,000			\$ 8,302,859

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	4,867,000	4.615	12/28/2022	4,750,327	07/03/2023	2	4.791	4,867,000	313384HR3	27499	4,865,752
Federal Home Loan Ba	USBT	2,122,000	4.640	01/10/2023	2,074,411	07/03/2023	2	4.812	2,122,000	313384HR3	27510	2,121,453
Federal Home Loan Ba	USBT	1,219,000	4.669	01/30/2023	1,194,648	07/03/2023	2	4.831	1,219,000	313384HR3	27531	1,218,684
Federal National Mtg	USBT	1,214,000	4.730	02/24/2023	1,193,424	07/03/2023	2	4.878	1,214,000	313588HR9	27546	1,213,681
Fund Total and Average		\$ 9,422,000	4.643		\$ 9,212,810		2	4.812	\$ 9,422,000			\$ 9,419,570

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	511,000	4.670	01/30/2023	500,792	07/03/2023	2	4.831	511,000	313384HR3	27532	510,867
Federal National Mtg	USBT	510,000	4.729	02/24/2023	501,356	07/03/2023	2	4.878	510,000	313588HR9	27547	509,866
Fund Total and Average		\$ 1,021,000	4.700		\$ 1,002,148		2	4.855	\$ 1,021,000			\$ 1,020,733



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Hydro 2022B Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hydro 2022B Debt Service												
Federal Home Loan Ba	USBT	678,000	4.615	12/28/2022	661,747	07/03/2023	2	4.791	678,000	313384HR3	27500	677,826
Federal Home Loan Ba	USBT	228,000	4.640	01/10/2023	222,887	07/03/2023	2	4.812	228,000	313384HR3	27511	227,941
Federal Home Loan Ba	USBT	170,000	4.670	01/30/2023	166,604	07/03/2023	2	4.831	170,000	313384HR3	27533	169,956
Federal National Mtg	USBT	169,000	4.730	02/24/2023	166,136	07/03/2023	2	4.878	169,000	313588HR9	27548	168,956
Fund Total and Average												
		\$ 1,245,000	4.643			\$ 1,217,374	2	4.812	\$ 1,245,000			\$ 1,244,679

Hydro Special Reserve

First American Govt.	USBGC	5,000	4.930		5,000		1	4.930	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	860	0.460	1,354,948	3135G06G3	27166	1,496,390
Fund Total and Average												
		\$ 1,500,000	0.515			\$ 1,502,796	857	0.475	\$ 1,359,948			\$ 1,501,390

Hydro 2012 DSRA

U.S. Treasury	USBT	20,000	4.321	12/28/2022	19,191	11/30/2023	152	4.518	19,567	912796ZD4	27505	19,635
U.S. Treasury	USBT	17,000	4.297	01/10/2023	16,286	12/28/2023	180	4.500	16,560	912796ZN2	27508	16,635
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	365	2.551	1,808,419	9128286Z8	27388	1,860,473
Fund Total and Average												
		\$ 1,912,000	1.799			\$ 1,878,836	361	2.589	\$ 1,844,546			\$ 1,896,743
GRAND TOTALS:		\$ 53,153,991	3.687			\$ 52,628,251	462	3.867	\$ 51,783,880.			\$ 53,063,288

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 06/30/2023

Callable Dates:

Inv #	Inv #
26950 WMT Anytime starting 10/15/2024	27514 FNMA Quarterly starting 7/26/2023
27004 FAMCA Semi-annually	27515 FHLB Quarterly
27131 ELPASO Callable annually starting 8/15/2023	27516 FHLB Quarterly
27132 FFCB Anytime	27517 FHLB Quarterly
27135 CASDEV Anytime	27518 FHLB Quarterly starting 7/28/2023
27136 FNMA Quarterly	27519 FHLB Quarterly starting 7/28/2023
27140 JPM Quarterly starting 12/22/2023	27521 FHLB Quarterly starting 7/28/2023
27161 JPGETY Anytime starting 10/1/2023	27522 FHLMC Quarterly starting 7/28/2023
27165 FHLB Anytime	27523 FHLMC Quarterly starting 10/30/2023
27221 BK 3/24/2025	27524 FHLMC Quarterly starting 1/30/2024
27253 FHLB Quarterly	27525 FHLMC 1/30/2024 only
27254 FHLB Monthly	27538 FHLMC Quarterly starting 7/27/2023
27257 BAC Semi-annually	27542 FHLMC Quarterly starting 8/17/2023
27344 FHLB 12/29/2023	27589 AZSHGR Anytime
27442 FHLB Quarterly	



Northern California Power Agency
Treasurer's Report
06/30/2023

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70046	70046	0
California Asset Mgm	CMP	165,932	5.160	09/13/2022	165,932		1	5.160	165,932	SYS70077	70077	165,932
Fund Total and Average		\$ 165,932	5.160		\$ 165,932		1	5.160	\$ 165,932			\$ 165,932

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	297	0.010		297		1	0.010	297	SYS79004	79004	297
U.S. Treasury	USBT	737,000	5.160	06/30/2023	720,838	11/30/2023	152	5.348	721,037	912796ZD4	27611	720,943
Fund Total and Average		\$ 737,297	5.158		\$ 721,135		152	5.347	\$ 721,334			\$ 721,240

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	909	0.010		909		1	0.010	909	SYS79012	79012	909
U.S. Treasury	USBT	796,000	5.160	06/30/2023	778,544	11/30/2023	152	5.348	778,759	912796ZD4	27612	778,658
Fund Total and Average		\$ 796,909	5.154		\$ 779,453		152	5.343	\$ 779,668			\$ 779,567

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	681,000	5.160	06/30/2023	666,066	11/30/2023	152	5.348	666,250	912796ZD4	27613	666,163
Fund Total and Average		\$ 681,000	5.160		\$ 666,066		152	5.349	\$ 666,250			\$ 666,163

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	121,181	0.010		121,181		1	0.010	121,181	SYS79005	79005	121,181
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	440	4.468	19,857	3130ATVD6	27586	20,093
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	912	5.010	4,763,088	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	975	0.840	3,994,575	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,077	0.799	134,958	3130AN4T4	27270	150,325
Fund Total and Average		\$ 9,521,181	2.941		\$ 9,521,816		931	2.939	\$ 9,033,659			\$ 9,521,599

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	791	0.010		791		1	0.010	791	SYS79006	79006	791
U.S. Treasury	USBT	2,317,000	5.150	06/08/2023	2,258,995	11/30/2023	152	5.355	2,266,814	912796ZD4	27600	2,266,618
Fund Total and Average		\$ 2,317,791	5.148		\$ 2,259,786		152	5.354	\$ 2,267,605			\$ 2,267,409



Northern California Power Agency
Treasurer's Report
06/30/2023

LEC Issue #2 2010B DSR BABS

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 Issue #2 2010B DSR BABS												
US Bank Trust	USB	228	0.010		228		1	0.010	228	SYS79013	79013	228
U.S. Treasury	USBT	900,000	5.150	06/08/2023	877,469	11/30/2023	152	5.355	880,506	912796ZD4	27601	880,430
Fund Total and Average		\$ 900,228	5.149		\$ 877,697		152	5.354	\$ 880,734			\$ 880,658

LEC O & M Reserve

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70047	70047	0
First American Govt.	USBGC	0	4.930		0		1	4.930	0	SYS70041	70041	0
California Asset Mgm	CMP	5,260,695	5.160	09/09/2022	5,260,695		1	5.160	5,260,695	SYS70075	70075	5,260,695
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	242	5.143	49,845	3133EPCB9	27557	49,994
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	519	1.776	451,315	14912L6G1	26952	474,264
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	731	0.610	456,120	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	759	0.579	914,540	3136G4D75	27047	1,000,416
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	779	0.600	912,690	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	821	0.530	680,880	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	821	0.530	608,253	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	953	0.699	450,735	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,034	1.200	436,400	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,111	1.050	883,940	57629WDE7	27250	1,004,432
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,152	1.250	86,317	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,171	1.227	444,665	14913R2Q9	27290	498,805
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,212	1.567	762,365	872898AA9	27335	854,921
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,227	1.490	460,966	74460DAG4	27310	515,163
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,227	1.475	952,365	74460DAG4	27341	1,064,842
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,431	3.654	175,702	088006KB6	27424	183,454
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,697	5.003	259,086	233851DF8	27609	260,874
Fund Total and Average		\$ 15,199,695	2.577		\$ 15,211,384		647	2.560	\$ 14,246,879			\$ 15,187,860
GRAND TOTALS:		\$ 30,320,033	3.159		\$ 30,203,269		646	3.185	\$ 28,762,061.			\$ 30,190,428

*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 06/30/2023

Callable Dates:

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



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

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

- 2007 Ford F150 (VIN 61932) – traded in for new truck
- E-waste and other misc. items of no value
- Scrap metal recycled

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a small "for" written below it.

RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 12/20/2022

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Each	2007 Ford 150 XLT 4WD (Pool - Truck) VIN#1FTRX14W27FA61932	(P)	1	\$800.00	#777	Hydro
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

JUSTIFICATION FOR EXCESS/DISPOSAL: Replacing this 16-year old truck with 201,825 miles (as of 12/5/22) for a newer more reliable vehicle.

RECOMMENDED DISPOSITION: Trade-in for credit toward the acquisition of a new truck.

PREPARED BY:
ORG.

APPROVED BY: Michael DeBortoli (Dec 20, 2022 19:05 PST)

(ASST. GEN. MANAGER)

AUTHORIZATION
TO PROCEED:

Monty Hanks
Monty Hanks (Dec 21, 2022 07:28 PST)

(GENERAL MANAGER)

CODE:

DATE: Dec 21, 2022

PUBLIC SALE

PRIVATE SALE

DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER





650 Automall Drive • Roseville, CA 95661
916-786-3673

Deal #

Stock#

NOTICE OF RELEASE OF LIABILITY

VEHICLE LICENSE NO. or VESSEL CF NO.

 61932 **FORD**
VEHICLE or HULL IDENTIFICATION NUMBER MAKE

2007 F150
YEAR MODEL BODY TYPE

Mail Dept. of Motor Vehicles ENTER ODOMETER
Completed P.O. Box 942859 READING HERE
Form To: Sacramento, CA 94259-0001 IN MILES

**YOUR LIABILITY FOR THIS VEHICLE MAY NOT BE RELEASED IF YOU
SUBMIT ILLEGIBLE OR INCOMPLETE INFORMATION.**

FUTURE FORD LINCOLN
BUYERS FULL NAME (LAST) (FIRST) (MIDDLE)
IF DEALER CHECK HERE ☒

650 AUTO MALL DR.
ADDRESS

ROSEVILLE **CA** **95661** **DATE OF SALE** **07/04/2023**
CITY STATE ZIP CODE MONTH / DAY / YEAR

NORTHERN CALIFORNIA POWER AGENCY
SELLERS FULL NAME (LAST) (FIRST) (MIDDLE)

477 BRET HARTE DR
SELLERS ADDRESS

MURPHYS **CA** **95247** **\$ 800.00**
CITY STATE ZIP CODE SELLING PRICE

SELLERS SIGNATURE



Date: 11/10/2022

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Lot	EWASTE	S				Hydro
2.	1	Ea	Fridge	S				Hydro
3.	2	Ea	A/C Units	S				CVPH
4.	1	Ea	Copier	S				CVPH
5.	1	Lot	Bouys	S				Hydro
6.	1	Lot	Scrap Metal	S				Hydro
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Item #1-5: No Value - Trash/Junk. These items are broken and no longer work and/or obsolete.
Item #6: Scrap/Recycle Value. These items will be recycled at a scrap yard.

PREPARED BY: <u>Melissa Conrad / Jake Eymann</u>		RECOMMENDED DISPOSITION: NEGOTIATED (Private) SALE _____ PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____ DISPOSAL: <input checked="" type="checkbox"/> SCRAP/RECYCLE VALUE <input checked="" type="checkbox"/> NO VALUE - TRASH/JUNK DISPOSITION JUSTIFICATION: _____	
APPROVED BY: <u>Michael [Signature]</u> (ASST. GEN. MANAGER)	ORG. CODE: <u>650</u>		
AUTHORIZATION TO PROCEED: <u>[Signature]</u> (GENERAL MANAGER)	DATE: <u>11/21/22</u>		

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

#6
Calaveras County, CA
ROCK CREEK LANDFILL
12021 HUNT ROAD
MILTON CA.

000000
CASH CUSTOMER

Site 02
Ticket 00893019
Date In 11/28/22
Time In 13:27:24
Date Out 11/28/22
Time Out 13:27:24

Penny

Ref.

DESCRIPTION

Stored Gross Wt.	OLB	Vehicle PU	
Stored Tare Wt.	OLB	Roll-Off	
Net Wt.	OLB	TON	0.00

C&D charge building @ \$ 8.000 per CU YD	8.00
Appliances @ \$ 25.000 per 25.00	75.00

Net Cash Amount	83.00
Amt. Tendered	83.00
Change	0.00

NAME:
ADDRESS:
MISC:

Signature Steven Popish Dump Run

• Bays
• (2) A/c units
• (1) Fridge
• (1) Copier
• (1) ewaste

Sonora Recycling LLC
RC 219290.001

PAYMENT STUB
NORTHERN CALI POWER AGENCY

Ticket No. **100504**
Date: 1/19/23 2:44 pm

Item	Gross	Tare	Net
	Price		Total

TIN/IRON MIX			
	18,600.0	16,860.0	1,740.0
	\$0.0200	LB	\$34.80

\$34.80



*Declaration of excess
Scrap metal*

Sonora Recycling LLC
18647 Eagle Ridge Drive
Sonora, CA 95370
209-536-4214 Phone
RC 219290.001

NORTHERN CALI POWER AGENCY

Ticket No. **100504**

Notes:

Date: 1/19/23 2:44 pm

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Deputy

Weighmaster: _____

FABIAN RAMIREZ

**** REPRINTED TICKET ****

LEGEND:

"M" Manually Entered Weight
"S" Scale/Scaled Weight
"A" Automatic Tare Weight

All Weights are in Pounds

Item	Gross	Tare	Net
	Price		Total

TIN/IRON MIX			
	18,600.0 ^S	16,860.0 ^S	1,740.0
	\$0.0200 LB		\$34.80

Total
Payment **\$34.80**

WE APPRECIATE YOUR BUSINESS!!!
SONORA RECYCLING
(209) 536-4214

DAYS & HOURS OF OPERATION:
TUESDAY - SATURDAY
8:00 AM - 4:00 PM

X

Please Sign Here:
For Favor Firme Aqui:



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Authorize Northern California Power Agency's General Manager to Execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, for Siemens Energy, Inc. Services to the City of Roseville and Issue Corresponding Purchase Orders Under the Support Services Program

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i> Chief Financial Officer/Assistant General Manager	METHOD OF SELECTION: <i>Other</i>
Division:	Administrative Services	<i>Roseville Acknowledged Satisfaction of its Purchasing Policies</i>
Department:	Accounting & Finance	

IMPACTED MEMBERS:		
All Members <input type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input 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 checked="" 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:

Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 23-70 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Roseville.

BACKGROUND:

The City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Roseville, and the City of Redding. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants.

In June 2023, Roseville requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Roseville's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,194,020.12.

If approved, Confirmation Number 0307 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,194,020.12. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,196,537.12.

At an upcoming meeting of the Roseville City Council, it will consider for approval Confirmation Number 0307 under the Support Services Program Agreement for these T3000 services provided to Roseville by Siemens, at a total cost not-to-exceed 1,196,537.12.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by Siemens Energy, Inc. to Roseville will be billed to and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville. NCPA and Roseville assume the costs of services will be spread over the five-year term of this Confirmation as set forth therein. Based thereon, NCPA will not request a security deposit. However, NCPA reserves the right to do so should Roseville request a change resulting in an annual amount which exceeds \$250,000.

SELECTION PROCESS:

Siemens is the original equipment manufacturer (OEM) for the control systems. Siemens provides all of the upgrades and patch management for the control systems. This support is only available from the OEM. Alternative options to NCPA executing the Agreement with Siemens were to do nothing or buy a new control system from a different manufacturer, both of which were not feasible.

Roseville will utilize Siemens' services through NCPA's Support Services Program. Roseville has confirmed through submission of its Task Request that it is responsible for satisfying Roseville's Purchasing Policies.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

This item was on the agenda for the Facilities Committee meeting on July 5, 2023. The Committee did not achieve a quorum for this item during the meeting, but the members present expressed no objections or questions. The item was moved forward to the Commission meeting scheduled on July 27, 2023, on the Commission Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-70
- Confirmation Number 0307

RESOLUTION 23-70

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0307, WITH A NOT-TO-EXCEED AMOUNT OF \$1,196,537.12, FOR SIEMENS ENERGY, INC. T3000 SERVICES TO CITY OF ROSEVILLE AND ISSUE PURCHASE ORDERS UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #191:23)

WHEREAS, the City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Roseville, and the City of Redding. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants; and

WHEREAS, in June 2023, Roseville requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Roseville's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,194,020.12; and

WHEREAS, Confirmation Number 0307 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,194,020.12. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,196,537.12; and

WHEREAS, at an upcoming meeting of the Roseville City Council, it will consider for approval Confirmation Number 0307 under the Support Services Program Agreement for these T3000 services provided to Roseville by Siemens, at a total cost not-to-exceed 1,196,537.12; 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, under the terms of the NCPA Support Services Program Agreement and subject to approval by the Roseville City Council, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Roseville.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the amount of not-to-exceed \$1,194,020.12 for the Siemens Energy, Inc. services described in paragraph

3. This is not a guarantee that the full amount will be paid to Siemens Energy, Inc., but is merely a limit of potential expenditures for services under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member through its Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. dated April 27, 2023.

Siemens Energy, Inc. shall provide a five-year T3000 maintenance and support services program as requested by CITY OF ROSEVILLE staff, including base services, I&C monitors and advisors services via customer portal, parts exchange, remote expert center hours, on-site field service and technical support, cyber security services, onsite T3000 training sessions, and an Omnivise T3000 version upgrade, as more fully detailed in Scope of Work of the Agreement. A copy of the services for Roseville and Siemens pricing is also attached hereto as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not-to-exceed \$2,335.00 (calculated at \$685.00 to develop the Confirmation and first month of administration plus \$165.00 per month for up to ten additional months administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$1,196,537.12.

5. A Security Account deposit is not required for this Confirmation.

Date: _____

Date: _____

SIGNATURES ON NEXT PAGE

Participating Member:

CITY OF ROSEVILLE

By its Designated Representatives:

Daniel Beans, Electric Utility Director

And

Michelle Sheidenberger, City Attorney

NORTHERN CALIFORNIA POWER AGENCY

Randy S. Howard, General Manager

Attest:

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

EXHIBIT "A" TO CONFIRMATION NO. 0307

SCOPE OF WORK AND PRICING FOR CITY OF ROSEVILLE

Roseville Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Annual Lifecycle Report
- Usage and Summary Reporting
- Assigned Service Manager

- I&C Monitors and Advisors Services via Customer Portal
- I&C Condition (Monitor Conditions) (Replaces remote systems check)

- Parts Exchange
- 25% discount on parts purchased

- Remote Expert Center (REC) hours
- 40 Hours (20% discount off list price for additional hours)

- On-Site Field Service/Technical Support
- 40 Hours (20% discount off list price for additional hours)
- 1 Trips to Site

- Cyber Security Services
- Malware and Patch Management, annual subscription (US Security Bundle)
- Whitelisting Annual Subscription
- One Cyber Vulnerability & Regulatory Assessment (Quantity per CSA term)

- Onsite T3000 Training Sessions
- Annual NCPA 3 days onsite T3000 training up people max per training (Optional scope)
- Annual 3-day onsite operator training for T3000 up to 10 people (Optional scope)
- 10% discount off catalog pricing for additional classes

*Onsite Training does not include travel and living expenses. Travel time invoiced at PL1810 with 20% discount and travel and living expenses billed at cost plus 15%

Version Upgrade – The detailed scope of work for the version upgrade is detailed in the Siemens Energy proposal submitted to NCPA – Roseville entitled Firm - Omnivise T3000 Version Upgrade, dated March 9, 2023.

It includes:

- a. Upgrades includes Terminal server,
- b. Upgrades includes Printer to replace M750
- c. Upgrade includes 5 Thin Clients
- d. Upgrade for scalances (qty 13)
- e. Upgrades includes 4 redundant 410 AP's
- f. Upgrades includes 1 CS3000
- g. Upgrades to include all required engineering, HW/SW, onsite labor, commissioning, travel for install and support.

Roseville Pricing:

Rosville	Pricing	Annual Invoice Amount start of CSA year
5 Year CSA	\$ 551,710.00	\$ 110,342.00
Whitelisting	\$ 57,080.00	\$ 11,416.00
Version upgrade in Fall 2024	\$ 466,374	\$ 93,274.80
Optional Annual NCPA Training (3 days onsite)	\$ 23,771.00	\$ 4,754.20
Optional Annual Operator Training for T3000 (3 days onsite)	\$ 95,085.00	\$ 19,017.00
Total Price	\$ 1,194,020.12	\$ 238,804.02



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Authorize Northern California Power Agency's General Manager to Execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, for Siemens Energy, Inc. Services to the City of Redding and Issue Corresponding Purchase Orders Under the Support Services Program

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MHA</i> Chief Financial Officer/Assistant General Manager	METHOD OF SELECTION: <i>Other</i>
Division:	Administrative Services	<i>Redding Acknowledged Satisfaction of its Purchasing Policies</i>
Department:	Accounting & Finance	

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

RECOMMENDATION:

Acknowledge approval by the Redding City Council on June 20, 2023, of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, and approve Resolution 23-71 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Redding.

BACKGROUND:

The City of Redding became a signatory to the NCPA Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Redding, and the City of Roseville. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants.

In June 2023, Redding requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Redding's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,164,958.55, which includes the proposal amount of \$1,059,053.23, plus at 10% contingency of \$105,905.32.

If approved, Confirmation Number 0308 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,164,958.55. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,167,293.55.

At its meeting on June 20, 2023, the Redding City Council approved Confirmation Number 0308 under the Support Services Program Agreement for these T3000 services provided to Redding by Siemens, at a total cost not-to-exceed 1,167,293.55.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by Siemens Energy, Inc. to Redding will be billed to and paid by Redding pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding. NCPA and Redding assume the costs of services will be spread over the five-year term of this Confirmation as set forth therein. Based thereon, NCPA will not request a security deposit. However, NCPA reserves the right to do so should Redding request additional services resulting in an annual amount which exceeds \$250,000.

SELECTION PROCESS:

Siemens is the original equipment manufacturer (OEM) for the control systems. Siemens provides all of the upgrades and patch management for the control systems. This support is only available from the OEM. Alternative options to NCPA executing the Agreement with Siemens were to do nothing or buy a new control system from a different manufacturer, both of which were not feasible.

Redding will utilize Siemens' services through NCPA's Support Services Program. Redding has confirmed through submission of its Task Request that it is responsible for satisfying Redding's Purchasing Policies.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

This item was on the agenda for the Facilities Committee on July 5, 2023. The Committee did not achieve a quorum for this item during the meeting, but the members present expressed no objections or questions. The item was moved forward to the Commission meeting scheduled on July 27, 2023, on the Commission Consent Calendar.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a small "for" written below it.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-71
- Confirmation Number 0308

RESOLUTION 23-71

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0308, WITH A NOT-TO-EXCEED AMOUNT OF \$1,167,293.55, FOR SIEMENS ENERGY, INC. T3000 SERVICES TO CITY OF REDDING AND ISSUE PURCHASE ORDERS UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #192:23)

WHEREAS, the City of Redding became a signatory to the NCPA Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Redding, and the City of Roseville. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants; and

WHEREAS, in June 2023, Redding requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Redding's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,164,958.55, which includes the proposal amount of \$1,059,053.23, plus at 10% contingency of \$105,905.32; and

WHEREAS, Confirmation Number 0308 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,164,958.55. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,167,293.55; and

WHEREAS, at its meeting on June 20, 2023, the Redding City Council approved Confirmation Number 0308 under the Support Services Program Agreement for these T3000 services provided to Redding by Siemens, at a total cost not-to-exceed 1,167,293.55; 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, under the terms of the NCPA Support Services Program Agreement and subject to approval by the Redding City Council, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Redding.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF REDDING in the amount of not-to-exceed \$1,164,958.55 for the Siemens Energy, Inc. services described in paragraph

3. The Support Services amount includes the proposal amount of \$1,059,053.23, plus a 10% contingency of \$105,905.32. This is not a guarantee that the full amount will be paid to Siemens Energy, Inc., but is merely a limit of potential expenditures for services under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member through its Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. dated April 27, 2023.

Siemens Energy, Inc. shall provide a five-year T3000 maintenance and support services program as requested by CITY OF REDDING and Redding Electric Utility, including base services, I&C monitors and advisors services via customer portal, parts exchange, remote expert center hours, on-site field service and technical support, cyber security services, onsite T3000 training sessions, and an Omnivise T3000 version upgrade, as more fully detailed in the Scope of Work of the Agreement. A copy of the services for Redding and Siemens pricing is also attached hereto to this Confirmation as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not-to-exceed \$2,335.00 (calculated at \$685.00 to develop the Confirmation and first month of administration plus \$165.00 per month for up to ten additional months administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$1,167,293.55.

5. A Security Account deposit is not required for this Confirmation.

Date: _____

Date: _____

SIGNATURES ON NEXT PAGE

Participating Member:

CITY OF REDDING

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

Nick Zettel, Utility Director

Randy S. Howard, General Manager

And

Barry E. DeWalt, City Attorney

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

EXHIBIT "A" TO CONFIRMATION NO. 0308

SCOPE OF WORK AND PRICING FOR CITY OF REDDING

Redding Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Annual Lifecycle Report
- Usage and Summary Reporting
- Assigned Service Manager

- I&C Monitors and Advisors Services via Customer Portal
- I&C Condition (Monitor Conditions) (Replaces remote systems check)

- Parts Exchange
- 25% discount on parts purchased

- Remote Expert Center (REC) hours
- 40 Hours (20% discount off list price for additional hours)

- On-Site Field Service/Technical Support
- 10% discount on hours purchased

- Cyber Security Services
- Malware and Patch Management, annual subscription (US Security Bundle)
- Whitelisting Annual Subscription (Optional Scope)
- One Cyber Vulnerability & Regulatory Assessment (Quantity per CSA term) (Optional Scope)

- Onsite T3000 Training Sessions
- Annual NCPA 3 days onsite T3000 training up to 10 people max per training (Optional scope)
- 10% discount off catalog pricing for additional classes

*Onsite Training does not include travel and living expenses. Travel time invoiced at PL1810 with 20% discount and travel and living expenses billed at cost plus 15%

Version Upgrade – The detailed scope of work for the version upgrade is detailed in the Siemens Energy proposal submitted to NCPA – City of Redding entitled Firm - Omnivise T3000 Version Upgrade, dated March 9, 2023.

It includes:

- a. Upgrades includes 4 redundant 410 AP's
- b. Upgrade includes 7 Thin Clients to replace the tower thin clients
- c. Upgrades to include all required engineering, HW/SW, onsite labor, commissioning, travel for install and support.

///

Redding Pricing:

Redding	Pricing	Annual Invoice Amount start of CSA year
5 Year CSA	\$ 380,505.00	\$ 76,101.00
Version upgrade in 2028	\$ 525,612	\$ 105,122.40
Optional Whitelisting Annual Subscription	\$ 78,885.00	\$ 15,777.00
Optional Annual NCPA Training (3 days onsite)	\$ 23,771.00	\$ 4,754.20
Optional CVRA	\$ 50,280.00	\$ 10,056.00
Total Price	\$ 1,059,053.23	\$ 211,810.65




Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Siemens Industry, Inc. – Five Year Multi-Task General Services Agreement for Electrical Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities and NCPA Members

AGENDA CATEGORY: Consent

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

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 23-72 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Industry, Inc. for electrical maintenance 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 and NCPA Members.

BACKGROUND:

Electrical maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA and NCPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with ABB, Inc. and NorCal Power Services.

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:

The recommendation above was reviewed by the Facilities Committee on July 5, 2023. Due to the lack of a quorum, no formal action was taken, however, the Members present at the meeting voiced their support for the recommendation, and no other meeting attendees had any objections.

On July 10, 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", with a small "for" written below it.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-72
- Multi-Task General Services Agreement with Siemens Industry, Inc.

RESOLUTION 23-72

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY, INC.

(reference Staff Report 193:23)

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

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SIEMENS INDUSTRY, 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 Siemens Industry, Inc., a corporation with its office located at 7000 Siemens Road, Wendell, NC 27591 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

- 1.1 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 will include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency 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. Contractor shall not be obligated to perform any such works that exceeds the value provided herein until such time a written agreement is in place for such additional work.

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 Milestone Payments. Agency shall make milestone payments, based on invoices received, for Work performed in accordance with the specifications, 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 by its performance 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. However, in the event Contractor requests an extension of such period, the Parties shall agree to such extension which shall not be unreasonably withheld.

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.

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 three (3) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within three(3) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 Pollution Insurance. Not applicable.

4.5 All Policies Requirements.

4.5.1 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 third party claims for damages to property or bodily injury. 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 third party claims for bodily injury or property damages arising from any negligent acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or negligence of Agency. No part of Agency's Site or other property of Agency (or Site Owner, if applicable) is considered third party property. 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, unless to an affiliate of the Contractor. 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.

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 such termination without cause, Contractor shall be entitled to compensation in accordance with the termination/cancellation schedule attached to the Purchase Order.

- 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;

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 (collectively "Documents") shall be the property of the Agency but for Contractor's proprietary Documents. In regards to Contractor's proprietary Documents or Information Contractor provides to the Agency and grants to the Agency a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Contractor's documents for the sole purpose of operation and maintenance of the equipment upon which the Products and Services have been performed.

Any Documents created specifically for Agency Work that include Agency's specific equipment or configuration, layout, or operation shall be the property of Agency and evaluated for C&I, cyber or physical security or other protection. Any included Contractor proprietary Documents shall be clearly marked wherein no such Agency specific information is marked as proprietary and such information shall be protected and used for the limited purpose as noted above. ,

- 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. Contractor shall have obligation to perform Work, should the Contractor in its reasonable discretion determine that the Project site is no longer safe for Contractor's personnel to perform the Work, until rectified by the Parties.
- 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 Warranties.** Contractor warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in

material and workmanship; (iii) each Product materially conforms to Contractor specifications; and (iv) at the time of delivery, Contractor has title to each Product free and clear of liens and encumbrances (the "Warranties"). The Warranties do not apply to software furnished by Contractor. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

- 11.2 Remedies.** If the Services or Product fail to meet the warranty standards set forth in Paragraph 11.1) within the applicable Warranty period defined in Paragraph 11.4, and Agency promptly reports such non-conformance to Contractor during the above mentioned Warranty period, Contractor shall at its own expense: (i) for Services, re-perform the relevant Services or, in Contractor's sole discretion, refund Agency the pro rata portion of the fees paid to Contractor under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Contractor's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to six months.
- 11.3** Should the Contractor's Warranty obligation require disassembly of third party equipment, which was not previously included in the Services, Agency will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Contractor to perform its warranty obligations; (iii) damage to equipment components or parts resulting in whole or in part from non-compliance by the Agency with Article 11.5. All exchanged Products replaced under this Warranty will become the property of Contractor.
- 11.4 Warranty Period.** Agency must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.
- 11.5 Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Contractor or its authorized representatives other than operations and maintenance performed by Agency employees in accordance with Contractor recommendations; (ii) Agency handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into a Purchase Order, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services;

(iv) Agency discontinuing use of the Product and Equipment after it has knowledge of any defect in the Product or Equipment; (v) Agency providing Contractor with reasonable access to operating and maintenance data as requested by Contractor;. Without expense to Contractor, Agency shall provide to Contractor and Contractor' subcontractors and their respective employees and agents reasonable access to the Site, and each unit;; (vi) Agency providing prompt written notice of any warranty claims within the Warranty Period; (vii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Agency not being in default of any payment obligation.

11.6 Exclusions from Warranty Coverage. The Warranties do not apply to (i) any product not supplied by Contractor; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Contractor pursuant to this Agreement. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Contractor does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Agency and/or end user against unauthorized access.

11.7 THE WARRANTIES IN THIS ARTICLE 11 ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AS TO CONTRACTOR PRODUCTS AND SERVICES.

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 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.
- 12.7** If Contractor is providing Work to an Agency Member 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 LIMITATION OF LIABILITY.** BUT FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES¹ NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR IS NOT LIABLE FOR LOSS OF USE, PROFIT, DATA, POWER OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

BUT FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES, CONTRACTOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED (1.5X) ONE POINT FIVE TIMES THE ACTUAL VALUE OF THE RESPECTIVE PURCHASE ORDER.
- 13.3 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.

¹ For avoidance of doubt the exceptions for personal injury or property damage to third parties in this Section 13.2 includes Agency employees.

- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.*

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

Anish Bokhar
Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

With a copy to:

Michael Honea
Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

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

- 13.10 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.
- 13.11 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.
- 13.12 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:
- 13.12.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.12.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.12.3** If the issue remains unresolved after thirty (30) 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.
 - 13.12.4** 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.

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

13.12.6 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.*

13.13 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.

13.14 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.

13.15 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.

13.16 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.

Section 14. PATENT AND COPYRIGHT INFRINGEMENT. Contractor will, at its own option and expense, defend or settle any suit or proceeding brought against Agency based on an allegation that any processes performed by Contractor in connection with the Contractor Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Agency's Site is located. Agency will promptly give Contractor written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Contractor shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Contractor in any suit or proceeding so defended. Agency shall not make any admission(s) which might be prejudicial to Contractor and shall not enter into a settlement without Contractor's consent. If and to the extent any process performed by Contractor in connection with the Contractor's Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Agency is enjoined, Contractor will, at its option and expense, either: (i) procure for Agency the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Contractor will have no duty or obligation under this Article 14 if the process is: (i) performed according to Agency's design or instructions and compliance therewith has caused Contractor to deviate from its normal course of performance; (ii) modified by Agency or its contractors after performance; or (iii) combined by Agency or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Agency.

THIS ARTICLE 14 IS AN EXCLUSIVE STATEMENT OF CONTRACTOR'S DUTIES AND AGENCY'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

Section 15. INTELLECTUAL PROPERTY. Contractor shall retain all intellectual property rights in the Contractor's Products and Services, works, Contractor's documents, processes, Contractor's confidential information, and any design information and/or documents made by (or on behalf of) Contractor. Upon receipt of all fees, expenses and taxes due in respect of the relevant Contractor Products and Services, Contractor grants to the Agency a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Contractor's intellectual property and documents for the sole purpose of operation and maintenance of the site or facility upon which the Contractor's Products and Services have been performed.

Section 16. FORCE MAJEURE. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control, including without limitation acts of God, unusually severe weather conditions, regional strikes, fire, war or civil disturbance, cyber-attacks, terrorist attacks, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. Contractor will notify Agency within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 90 days in the aggregate, either Party may terminate the Agreement without liability. Failure to pay shall not constitute a force majeure delay if such failure exceeds five (5) business days

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

SIEMENS INDUSTRY, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

ANISH BORKAR,
President / Director Business Development

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Siemens Industry, Inc. ("Contractor") shall provide the following routine, recurring, and usual maintenance services or parts as listed below, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, or for its Members at Member locations.

Additional limitations:

- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.
- Contractor will not provide any services involving Hazardous Materials. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

The services may include:

- Power System Studies, including Arc Flash Hazard Analysis
- Technical Field assistance
- Start-up, Installation, and Commissioning
- Change-out / capital projects
- Extended Warranties
- Service Agreements
- Preventative maintenance
- 24/7 Hotline
- On-site condition assessment
- Modernization and retrofit
- Repair and Refurbishment
- Upgrades, Uprates, and Extensions
- Monitoring and Diagnostics
- Thermography
- Asset Management
- Spare parts
- Customer Training

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:

Classification / Rate Schedule

Engineering Service Level	Straight Time Hourly Rate	1.5 Hourly Rate	2.0 Hourly Rate	Minimum Billing Rate
Field Service Engineer II ¹	\$ 240	\$ 360	\$ 480	\$ 960
Field Service Engineer III ²	\$ 280	\$ 420	\$ 560	\$ 1,120
On Demand Call-out	\$ 300	\$ 450	\$ 600	\$ 1,200
Project Manager	\$ 270	\$ 405	\$ 540	\$ 1,080
International	\$ 350	\$ 525	\$ 700	N/A
Per Diem (Local) ³	\$150/day			
Per Diem (Overnight) ⁴	\$325/day			
Per Diem (International)	Actuals +20% Markup			

¹This classification will be utilized for general Time and Expense Work

²This classification will be utilized for sites requiring extensive specialized requirements with limited Siemens personnel availability, such as mining, nuclear, off-shore or federal sites

³Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses).

⁴Includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses).

Continued on next page

Straight Time is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

Premium Time is defined as time worked in excess of or at times other than the regular straight time schedule.

• Monday thru Friday (except holidays)

After 8 hours - 1.5 times the straight time rate.

• Saturdays (except holidays)

First 12 hours - 1.5 times the straight time rate. After 12 hours until relieved - 2 times the straight time rate.

• Sundays and Holidays

2 times the straight time rate.

Holidays are defined as those days observed by Siemens Industry, Inc.

Per Diem Rates

The Per Diem rates include Field Service Representative meals, local ground transportation (vehicle mileage, tolls, parking, etc.), incidental expenses and hotel expenses (if applicable). Does not include any expenses for air travel.

Itemized Travel, Living and Incidental Expenses

Where required in lieu of Per Diem and not included in any of the hourly rates, shall be invoiced at cost plus 20% Markup. This will include any airfare required in addition to Per Diem.

Travel Time is defined as all time spent by the person traveling to the jobsite, and in returning, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be invoiced at the applicable rate.

Hourly and Daily Rates do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc. before commencing work. See Itemized Travel, Living and Incidental Expenses below.

Minimum Billing

Minimum billing for any day that service is performed will be four (4) hours at the applicable rate. The minimum can include off-site activities such travel time, mobilization, demobilization and report generation.

Other Charges

The following charges will be applied in addition to the service rates:

A. Special Tools and Test Equipment

When a particular job requires the furnishing of specialized tools, equipment, or instruments not included in standard Field Service Representative "Truck Stock", a charge will be made equal to either the cost of acquisition plus 20% markup or we will use the Siemens Price List TER23R0 for Test Equipment Rental Charges.

B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

C. Third Party Labor and Consumable Materials

On selected jobs where it is practical to utilize third party labor (solely at Siemens discretion) to perform a portion of the work, their services, along with any third-party materials will be invoiced at cost plus 25% markup.

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

Contractor shall provide Agency with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, the total compensation shall not exceed the amount set forth in Section 2, Compensation, of 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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Famand, Inc. dba Indoor Environmental Services (IES) – First Amendment to the Five Year Multi-Task General Services Agreement for Heating, Ventilation and Air-Conditioning (“HVAC”) Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

RECOMMENDATION:

Approve Resolution 23-73 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services (IES) for heating, ventilation and air-conditioning ("HVAC") maintenance services, modifying Exhibits A and B, with any non-substantial changes recommended and approved by the NCPA General Counsel, with no change to the contract term or not to exceed amount, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Heating, ventilation and air-conditioning ("HVAC") maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services effective December 30, 2021, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

NCPA has utilized Famand, Inc. dba Indoor Environmental Services regularly for miscellaneous HVAC maintenance services at the Geothermal Facility. NCPA recently discovered this vendor can perform servicing and replacement of air compressors and dryers, and provide preventive maintenance programs. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add servicing and replacement of air compressors and dryers and providing preventive maintenance programs to the Scope of Work and Exhibit B to reflect changes in pricing. NCPA has agreements in place for similar services with Mesa Energy Systems, Inc. dba EMCOR Services, Johnson Controls, Inc. and ACCO Engineered Systems.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 5, 2023. Due to the lack of a quorum, no formal action was taken, however, the Members present at the meeting voiced their support for the recommendation, and no other meeting attendees had any objections.

On July 10, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 23-73
- Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services.
- First Amendment to the Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services

RESOLUTION 23-73

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT
WITH FAMAND, INC. DBA INDOOR ENVIRONMENTAL SERVICES

(reference Staff Report #194:23)

WHEREAS, heating, ventilation, and air-conditioning ("HVAC") maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA and Famand, Inc. dba Indoor Environmental Services entered into a Multi-Task General Services Agreement, effective December 30, 2021, to provide such services; and

WHEREAS, NCPA recently discovered this vendor can also perform servicing and replacement of air compressors and dryers, and provide preventive maintenance programs; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add servicing and replacement of air compressors and dryers, and providing preventive maintenance programs to the Scope of Work and Exhibit B to reflect changes in pricing; 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 Famand, Inc. dba Indoor Environmental Services for heating, ventilation and air-conditioning ("HVAC") maintenance services, Modifying Exhibits A and B, with any non-substantial changes as approved by the NCPA General Counsel, with no change to the contract term or not to exceed amount, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FAMAND INC., DBA INDOOR ENVIRONMENTAL SERVICES (IES)**

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 Famand, Inc., dba Indoor Environmental Services (IES), a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 ("Contractor") (together sometimes referred to as the "Parties") as of December 30 2021 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000) 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 Required

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

4.5 All Policies Requirements.

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

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

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

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

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site

or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to

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

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

- 12.10** If Contractor is providing Work to an Agency Member, SPPA or SPPA 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 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:

Kyle Perry
Regional Account Manager
Famand, Inc., dba Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

FAMAND INC., DBA INDOOR
ENVIRONMENTAL SERVICES (IES)

Date 12/30/21

Date 11/23/2021


RANDY S. HOWARD, General Manager


JOHN ANDERSON, CFO

Attest:


Assistant Secretary of the Commission

Approved as to Form:

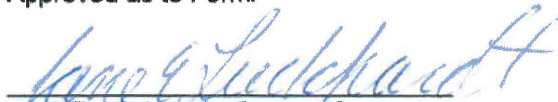

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Famand, Inc., dba Indoor Environmental Services (IES), ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, including, but not limited to the following, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members:

1. Servicing of heat exchangers, which includes but is not limited to maintaining proper fluid levels, adjusting of fluid flows, and adjusting and replacing of heating strips as needed;
2. Compressor servicing and replacement;
3. Removal of ice on units as needed;
4. Replacing filter and belts; and
5. Servicing Bear Canyon station swamp coolers.

All services identified above shall be promptly provided by Contractor to Agency as directed by Agency and in accordance with all Agency specifications.

All services will be billed according to Time & Material (T&M) Rates.

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:

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday / Sunday	\$390.00 per hour
Truck Charge	\$75.00 per service call

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,

JOHN ANDERSON

(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

FAMAND, INC. dba INDOOR ENVIRONMENTAL SERVICES

(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 17 day of SEPTEMBER, 2021.

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

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, John Anderson
(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,

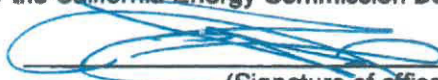
FAMAND, INC. dba INDOOR ENVIRONMENTAL SERVICES
(Company name)

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 17 day of October, 2021.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: 12/17/2021

Name of Employer

Famand Inc, DBA Indoor Environmental Services

(Authorized Officer & Title)

John Anderson, Vice President of Finance

1512 Silica Ave, Stockton, CA 95215
(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND FAMAND INC. DBA INDOOR
ENVIRONMENTAL SERVICES (IES)**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Famand Inc. dba Indoor Environmental Services (IES) ("Contractor") (collectively referred to as "the Parties") as of _____, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 30, 2021, (the "Agreement") for Famand Inc. dba Indoor Environmental Services (IES) to provide routine heating, ventilation and air-conditioning ("HVAC") maintenance services at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members facilities; 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 Description of Work set forth in Exhibit A to the Agreement to add maintenance of air compressors, dryers and related equipment, and preventative maintenance programs; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Section 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.

2. **EXHIBIT A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
3. **EXHIBIT B – COMPENSATION SCHEDULE AND HOURLY FEES** 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:_____

FAMAND INC. DBA INDOOR
ENVIRONMENTAL SERVICES (IES)

JOHN ANDERSON, CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Famand, Inc. dba Indoor Environmental Services (IES) ("Contractor") shall provide routine, recurring, and usual maintenance services for heating, ventilation and air-conditioning ("HVAC"), air compressors, dryers, and related equipment, and preventative maintenance programs, for the preservation, protection and keeping of facilities in a safe and continually usable condition, as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by the Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

Services identified above shall be promptly provided by Contractor as requested by Agency and in accordance with all Agency specifications.

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

Time and Material Rates:

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday/Sunday	\$390.00 per hour
Truck Charge	\$100.00 per service call

Pricing for preventative maintenance programs (monthly, quarterly, semi-annually, or annually) may be quoted on a fixed price basis at the time services are requested.

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

Contractor shall provide Agency with 30 days' advance written notice of all rate changes.

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: July 27, 2023

SUBJECT: Gifford's Backhoe Services, Inc. – Five Year Multi-Task General Services Agreement for Miscellaneous Maintenance Labor and Equipment Rental; Applicable to the following: Northern California Power Agency (NCPA) Geothermal Facility

AGENDA CATEGORY: Consent

FROM:	Michael 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 23-74 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc. to provide miscellaneous maintenance labor and equipment rental 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 NCPA's Geothermal Facility.

BACKGROUND:

Miscellaneous maintenance labor and equipment rental services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility. The current agreement with Gifford's Backhoe Services, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Epidendio Construction Company, Northern Industrial Construction, and Action Sanitary.

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:

The recommendation above was reviewed by the Facilities Committee on July 5, 2023. Due to the lack of a quorum, no formal action was taken, however, the Members present at the meeting voiced their support for the recommendation, and no other meeting attendees had any objections.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Randy S. Howard', with a long horizontal flourish extending to the right.

RANDY S. HOWARD *for*
General Manager

Attachments (2):

- Resolution 23-74
- Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc.

RESOLUTION 23-74

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH GIFFORD'S
BACKHOE SERVICES, INC.**

(reference Staff Report #195:23)

WHEREAS, miscellaneous maintenance labor and equipment rental services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility; and

WHEREAS, Gifford's Backhoe Services, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc. to provide such services as needed at the Geothermal Facility; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said 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 NCPA's Geothermal Facility.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GIFFORD'S BACKHOE SERVICES, 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 Gifford's Backhoe Services, Inc., a corporation with its office located at Physical Address: 16295 HWY 175, Cobb, CA 95426, Mailing Address: P.O. Box 153, Cobb, CA 95426 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

- 1.1 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 consistent with the terms of this Agreement
- 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) 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 Riggers Liability 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. If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result

in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

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

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 Michael DeBortoli, 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:

Kenneth Gifford
President
P.O. Box 153
Cobb, CA 95426

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

GIFFORD'S BACKHOE SERVICES, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

KENNETH GIFFORD, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Gifford's Backhoe Services, Inc. ("Contractor") shall provide routine, recurring, and usual maintenance services for the preservation, protection as requested by the Northern California Power Agency ("Agency") at the Geothermal Facilities.

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

- Provide miscellaneous maintenance labor services and equipment rental;
- Provide Trucking, Equipment and Operator Services, including Vacuum truck services, fresh/fire water trucking, dozers, backhoe labor, compactors and excavators;
- Provide miscellaneous heavy equipment maintenance services related to Drilling operations and disposal;
- Perform work on Drill Rig cuttings located in sumps throughout Agency's Geothermal Facility, including performing cutting analysis, separation of cuttings in various bins and hauling of bins to waste sites, as directed by Agency.
- Contractor will not provide crane services under this Agreement.

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:

Refer to Rate Sheet Below:



Customer: NCPA
Date: 5/23/2023

2023 Rate Sheet

Trucking w/ Driver	
8 yd Dump	\$95.00/hr.
10 yd Dump	\$120.00/hr.
Truck & Trailer	\$165.00/hr.
Truck w/24 ft.Tilt Trailer	\$165.00/hr.
Dump Truck w/ Transfer Trailer	\$165.00/hr.
Truck w/50ton Lowboy Trailer	\$185.00/hr.
End Dump	\$165.00/hr.
Bobtail Rolloff Truck	\$145.00/hr.
Dbl. Rolloff	\$165.00/hr.
Vacuum Truck	\$145.00/hr.
Vacuum Tank Trailer	\$170.00/hr.
Potable Water Truck (state licensed)	\$250.00/load
- Plant 1, Plant 2, Admin only, no fuel surcharge	
All other water truck services/locations:	
Water Truck	\$145.00/hr.
Water Cost	\$90.00/load

Equipment w/ Operator	
Skip Loader	\$125.00/hr.
Skid Steer	\$125.00/hr.
Yanmar Excavator	\$125.00/hr.
Dozer	\$130.00/hr.
Backhoe	\$140.00/hr.
Backhoe w/auger	\$150.00/hr.
Excavator/40,000lb w /thumb	\$170.00/hr.
Vibratory Roller (Sheepsfoot)	\$140.00/hr.

Fuel surcharges will apply to Trucking hours. Please refer to Fuel Surcharge schedule on page 2.



Labor	
Labor	\$60.00/hr.
Labor—Operator	\$65.00/hr.
Labor—Driver	\$75.00/hr.
Labor—Foreman	\$85.00/hr.

Miscellaneous Equipment	
Field Service Truck	\$125.00/day
Utility Trailer	\$95.00/day
Water Buffalo	\$165.00/day
Weedeater/fueled	\$120.00/day
Chainsaw/fueled	\$120.00/day
Trench Compactor w/ whacker	\$200.00/day
Trench Plate	\$50.00/day
Compressor	\$325.00/day
Gas Metal/Concrete Saw	\$195.00/day
Vibratory Plate Compactor	\$195.00/day
Concrete Vibrator	\$105.00/day
Gas Pressure Washer	\$275.00/day
Jack Hammer	\$195.00/day
Generator	\$120.00/day
Tack Oil Pot	\$400.00/day
Overnight Charge	\$200.00/day
Fork Lift/20,000 #	\$400.00/day
Shop Forklift	\$250.00/day
Long Reach Forklift	\$780.00/day
Light Plant	\$60.00/day
Pipe/Flatbed Trailer	\$50.00/day

Overtime will be charged in accordance to CA Overtime Laws. Overtime rates apply to any work performed on Federal Holidays.

Equipment Overtime = Cost plus \$37.50/hr. after 8 hours, cost plus \$75.00/hr. after 12 hours.

Equipment Overtime Federal Holidays = Cost plus \$37.50/hr. first 8 hours, cost plus \$75.00/hr. after 8 hours.

Night shifts = Cost plus \$7.50/hr. first 8 hours, overtime rate plus \$11.25/hr. after 8 hours, overtime rate plus \$15.00/hr. after 12 hours

Overtime applies to combination of equipment/labor if same driver/operator.

707/528-5240
giffordsbackhoe@gmail.com

P.O. Box 153
Cobb, CA 95426

Gen. Engineering Contractor
License No. 711540

FUEL PRICE	FUEL SURCHARGE
\$4.25-\$4.74	0%
\$4.75-\$5.24	2.5%
\$5.25-\$5.74	7.5%
\$5.75-\$6.24	12.5%
\$6.25-\$6.74	17.5%
\$6.75-\$7.24	22.5%
\$7.25-\$7.74	27.50%
\$7.75-\$8.24	32.50%
\$8.25-\$8.74	37.50%
\$8.75-\$9.24	42.50%
\$9.25-\$9.74	47.50%

Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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)



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Collierville Stormwater Mitigation Project; Applicable to the following: NCPA Hydroelectric Facility.

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-75 authorizing the Collierville Stormwater Mitigation 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, for a total cost not to exceed \$320,000.

BACKGROUND:

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the Collierville Powerhouse (CVPH) and Switchyard, which originally required the relocation of Clarks Creek to an area adjacent and above the CVPH. Clarks Creek frequently floods and endangers the safe, continued operation of the CVPH. The Collierville Stormwater Mitigation Project is intended to preserve and improve the function of the existing flood control system and minimize the potential for flooding of the CVPH. This project will be split into two phases:

- Phase 1: engineering, design and environmental permitting
- Phase 2: completion of the project

NCPA is currently seeking approval from the Commission for Phase 1 of the project only. Authorization for Phase 2 is anticipated to be sought from the Commission in 2024, pending completion of the engineering and permitting.

FISCAL IMPACT:

The FY24 forecast for Phase 1 of the Collierville Stormwater Mitigation Project budget was \$200,000. The current total cost for engineering, design and permitting for the Project is anticipated not to exceed \$320,000. The increase in Phase 1 cost estimates are due to subsequent damage to the Clarks Creek system incurred during the 2023 flood, additional identified environmental permitting processes, and significant cost inflation in outside engineering services.

Funding for Phase 1 of the project will come from NCPA Hydro's 2024 O&M budget. There is sufficient funding available in this budget for the updated Phase 1 costs and, as such, additional funds are not requested from the Members as this time. Phase 2, tentatively planned for 2024, will be dependent on available funding and additional authorizations.

SELECTION PROCESS:

NCPA is currently soliciting competitive proposals from multiple vendors to perform the work required for this phase of the project. NCPA will bid and award the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

The proposed activities of the Collierville Stormwater Mitigation Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d)(h), 15304 (a)(f), and 15309 (Classes 1, 2, and 4 as described in Title 14 of the

California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to existing equipment and facilities. This project will not change the function, size or operation of the equipment and/or facilities. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed with Calaveras County on March 27, 2014. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

On July 5, 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", with a stylized flourish at the end.

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 23-75

RESOLUTION 23-75

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE COLLIERVILLE STORMWATER MITIGATION PROJECT

(reference Staff Report #196:23)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Collierville Powerhouse (CVPH) and Switchyard on behalf of the project participants in the North Fork Stanislaus River Hydroelectric Development Project; and

WHEREAS, Clarks Creek, located above the CVPH and Switchyard, frequently floods and endangers the safe operation of these facilities. The Collierville Stormwater Mitigation Project is intended to preserve and improve the function of the existing flood control system and minimize the potential for flooding of the CVPH; and

WHEREAS, this project will be split into two phases. Phase 1 is for engineering, design and environmental permitting, and Phase 2 is for completion of the project. NCPA is currently seeking approval from the Commission for Phase 1 of the project only; and

WHEREAS, authorization for Phase 2 is anticipated to be sought from the Commission sometime in 2024, pending completion of the engineering and permitting; and

WHEREAS, NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this phase of the project; and

WHEREAS, the proposed activities of the Collierville Stormwater Mitigation Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d)(h), 15304 (a)(f), and 15309 (Classes 1, 2, and 4 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to existing equipment and facilities. This project will not change the function, size or operation of the equipment and/or facilities. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed with Calaveras County on March 27, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Collierville Stormwater Mitigation Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, in accordance with NCPA purchasing policies and procedures, for a total cost not to exceed \$320,000.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Nomination and Approval of the FY 2023-24 Slate of Officers, Executive Committee Members, Finance Committee Chair, and Legislative and Regulatory Affairs Committee Chair and Vice-Chair

AGENDA CATEGORY: Discussion/Action

FROM: David Hagele

Chair

METHOD OF SELECTION:

N/A

Division: Nominating Committee

Department: Commission

IMPACTED MEMBERS:

All Members ☒

City of Lodi ☐

City of Shasta Lake ☐

Alameda Municipal Power ☐

City of Lompoc ☐

City of Ukiah ☐

San Francisco Bay Area
Rapid Transit ☐

City of Palo Alto ☐

Plumas-Sierra REC ☐

City of Biggs ☐

City of Redding ☐

Port of Oakland ☐

City of Gridley ☐

City of Roseville ☐

Truckee Donner PUD ☐

City of Healdsburg ☐

City of Santa Clara ☐

Other ☐

If other, please specify

RECOMMENDATION:

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 23-76 approving the election of the FY 2023-24 Slate of Officers for the positions of Chair and Vice-Chair, five (5) Commissioners as Executive Committee Members, the Finance Committee Chair, as well as the Legislative and Regulatory Affairs (L&R) Committee Chair and Vice-Chair.

BACKGROUND:

In accordance with the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair, Executive Committee Members, Finance Committee Chair, and L&R Affairs Committee Chair and Vice-Chair. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting. Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur.

As set forth in the NCPA Bylaws, the Nominating Committee met under a Special Nominating Committee Meeting notice on June 26, 2023, to discuss the nomination of the FY2023-24 Slate of Officers, Executive Committee Members, Finance Committee Chair as well as the L&R Affairs Committee Chair and Vice-Chair for Executive Committee consideration and Commission approval.

The Nominating Committee brings forth the following nominations for the FY 2023-24 Slate of Officers consisting of Jerry Serventi as Chair and Jenelle Osborne as Vice-Chair (Commission and Executive Committee), David Hagele, Suds Jain, Pauline Roccucci, Catalina Sanchez, and James "Bo" Sheppard as Executive Committee Members for consideration and approval at the July 27, 2023 Commission meeting. The Nominating Committee also nominates Mikey Hothi as Finance Committee Chair, and Jenelle Osborne as Chair and David Hagele as Vice-Chair of the L&R Affairs Committee.

FISCAL IMPACT:

No monetary impact to the Agency is expected to result from this action.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The Executive Committee will consider these recommendations during the July 27, 2023 Executive Committee meeting prior to the Commission meeting.

Respectfully submitted,



JERRY SERVENTI
Commission Chair

Attachment:

- Resolution 23-76

RESOLUTION 23-76

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION OF THE FY 2023-24 SLATE OF OFFICERS, EXECUTIVE COMMITTEE MEMBERS, FINANCE COMMITTEE CHAIR, and L&R AFFAIRS COMMITTEE CHAIR and VICE-CHAIR

(reference Staff Report #200:23)

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (NCPA) (the NCPA Bylaws), Section 10 (iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee prior to the July meeting of the Commission; and

WHEREAS, the Nominating Committee shall make its report to the Commission prior to the election of the Chair, Vice Chair, Executive Committee Members, the Finance Committee Chair, and L&R Affairs Committee Chair and Vice-Chair by the Commission; and

WHEREAS, the term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting, and shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, the Nominating Committee met on June 26, 2023, to discuss the nomination of the FY 2023-24 Slate of Officers and Committee Chairs and Vice-Chair; and

WHEREAS, the Nominating Committee brought forth the nomination of the FY 2023-24 Slate of Officers consisting of Jerry Serventi as Chair and Jenelle Osborne as Vice-Chair, with David Hagele, Suds Jain, Pauline Roccucci, Catalina Sanchez, and James "Bo" Sheppard as Executive Committee Members, Mikey Hothi as Finance Committee Chair, and Jenelle Osborne as Chair and David Hagele as Vice-Chair of the L&R Affairs Committee for consideration and approval; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt the resolution approving the election of the following: Jerry Serventi as Chair and Jenelle Osborne as Vice Chair (Commission and Executive Committee). The Executive Committee Members are David Hagele, Suds Jain, Pauline Roccucci, Catalina Sanchez, and James "Bo" Sheppard. The Finance Committee Chair will be Mikey Hothi and Jenelle Osborne will be the L&R Committee Affairs Chair and David Hagele will be Vice-Chair.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY