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# Commission Minutes

**To:** NCPA Commission  
**From:** Carrie Pollo, Assistant Secretary to the Commission  
**Subject:** NCPA Commission Meeting – July 25, 2024

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

Chair Jerry Serventi called the meeting to order at 9:06 am at Ironstone Vineyards – 1894 Six Mile Road, Murphys, CA 95247 in the Music Room. Introductions were made and roll call was taken. Those in attendance are shown on the attached attendance list.

## 2. *Approve Minutes of the June 27, 2024 Commission Meeting*

**MOTION:** A motion was made by Sudhanshu Jain, and seconded by Catalina Sanchez to approve the minutes of the June 27, 2024 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	Y		
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra			X

## PUBLIC FORUM

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

## **OPEN SESSION**

### **REPORTS AND COMMITTEE UPDATES**

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

General Manager Randy Howard reported:

- Thanked Jake Eymann and all the Hydro staff for their hard work in putting on such a wonderful event in Murphys.
- Lots of active wildfires, including the Gold Complex fire in Plumas National Forest which started by 4 lightning strikes. NCPA has offered any support that is needed for Plumas-Sierra REC.
- All the NCPA generation units have been working fine through the last three weeks of heatwave.
- The CAISO called for emergency conditions last night 7/24, through tomorrow 7/26.
- Covid 19 is back. Please keep diligent in taking precautions to stay healthy.
- NCPA hosted its annual legislative staff tour July 15-18, 2024 The tour included staff members from our congressional offices as well as staff from the State Capitol.
- Continuing to work on the Pathways Regional Market Plan.
- Speaking at the APPA State Association Meeting August 5, in Napa at the Meritage Resort.
- Speaking as a Panelist to the Assembly Select Committee on Building a Zero Carbon Hydrogen Economy.
- The Annual Conference will be held in Napa in September 2024 with the possibility of adding a tour of the NCPA Geothermal facilities. Costs will be going up for registration.

#### **4. Executive Committee**

Committee Chair Jerry Serventi reported the Executive Committee met this morning. A quorum of the Committee was established. Closed Session items were discussed during the meeting. The next Executive Committee meeting is scheduled for August 22, 2024.

#### **5. Facilities Committee**

Power Management Assistant General Manager, Tony Zimmer, reported that the Facilities Committee met on July 3, 2024. A quorum of the Committee was not established. At that meeting the Committee discussed today's Commission meeting Items 13 – 18 on the Consent Calendar, and Item 19, under Discussion/Action. No official action was taken at the meeting, however the Committee was supportive of the above-mentioned items. The next Facilities Committee meeting is scheduled for August 7, 2024.

#### **6. Finance Committee**

Committee Chair Mikey Hothi reported that the Finance Committee did not meet in July.

#### **7. Legal Committee**

General Counsel Jane Luckhardt reported the Legal Committee did not meet in July. The next meeting will be August 1, 2024.

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

Committee Chair Jenelle Osborne reported the L&R Committee would like to thank all of our NCPA members and staff who supported this year's outstanding legislative staff tour. We had a wonderful group of senior state and federal staff members participating this year, and they learned a great deal about the key energy policy issues impacting public power systems, as well as about public power's leadership and commitment to reliability and affordability. We are

so grateful for all of the effort and hospitality our members provided to make this year’s event a big success.

Jenelle also reported that important policy developments have taken place over the past two weeks due to staffing demands related to last week’s state legislative staff tour. Including a key US Senate joint signature letter to the Treasury Department urging modifications to proposed guidelines on the 45V hydrogen tax credit, as well as this week’s release of \$30 million in hydrogen hub grant funding from the US Department of Energy—which made California the first to receive such funding for its hub projects, including the Lodi Energy Center.

The next meeting of the NCPA Legislative and Regulatory Affairs Committee will be held on August 21, 2024 from 12:00 pm – 4:00 pm at NCPA’s Roseville Offices and virtually. Please be sure to mark your calendars and plan to join us.

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

Pauline Roccucci shared that the Legislative Staff visited the Roseville Energy Park.

### 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. No items were requested to be pulled from the Consent Calendar. No Members wished to abstain from any items.

**MOTION:** A motion was made by Jenelle Osborne and seconded by James “Bo” Sheppard to approve the Consent Calendar consisting of Agenda Items 10 through 18. 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			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra	Y		

**10. *NCPA’s Financials for the Month Ended June 30, 2024*** – approval by all Members.

**11. *Treasurer’s Report for the Month Ended June 30, 2024*** – 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 LEC.

**Fiscal Impact:** This report has not direct fiscal impact to the Agency

**13. Resolution 24-73, Worley Group, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Worley Group, Inc. for project support related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. **Fiscal Impact:** : Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

**14. Resolution 24-74, Hatton Crane and Rigging, 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 Hatton Crane & Rigging, Inc. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. **Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

**15. Resolution 24-75, Farwest Insulation Contracting – 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 Farwest Insulation Contracting for insulation, electrical tracing and protective coating related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 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 \$3,500,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

**16. Resolution 24-76, Conco Services LLC – 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 Conco Services LLC for specialized cleaning and testing of industrial equipment related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. **Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$5,000,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

**17. Resolution 24-77, EverLine Compliance CA, LLC; Third 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 Third Amendment to the Multi-Task General Services Agreement



with EverLine Compliance CA, LLC for pipeline operations and maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to FR Integrity, LLC dba EverLine Compliance, LLC, with no change to the contract term or not-to-exceed amount, for continued use at any facilities owned and/or operated by NCPA.

**Fiscal Impact:** Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$1,000,000 over the remainder of the contract term. This enabling agreement does not commit NCPA to any expenditure of funds.

- 18. Resolution 24-81, Plug In America; Second Amendment to 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 Second Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Plug In America for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**Fiscal Impact:** The total not to exceed amount of the agreement remains at \$750,000 for the amended contract term. This enabling agreement does not commit NCPA to any expenditure of funds.

## **DISCUSSION/ACTION ITEMS**

- 19. Resolution 24-78, Special Conditions Agreement for Grant Administration for the Herlong Battery Energy Storage System (BESS) Project By and Between Plumas-Sierra Rural Electric Cooperative and the Northern California Power Agency** – adopt resolution by all members approving the Special Conditions Agreement for Grant Administration by and between the Plumas-Sierra Rural Electric Cooperative (“Plumas”) and the Northern California Power Agency (“NCPA”) (the “Special Conditions Agreement”) for the PSREC Herlong Battery Energy Storage System (“Herlong BESS Project”), and to authorize the General Manager of NCPA, or their 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 Program Grant (DCIP Program Grant) agreement (the “Grant Agreement”), if such DCIP Program Grant 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.

**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 Jenelle Osborne and seconded by Sudhanshu Jain recommending the Commission adopt Resolution 24-78 approving the Special Conditions Agreement for Grant Administration by and between the Plumas-Sierra Rural Electric Cooperative (“Plumas”) and the Northern California Power Agency (“NCPA”) (the “Special Conditions Agreement”) for the PSREC Herlong Battery Energy Storage System (“Herlong BESS Project”), and to authorize the General Manager of NCPA, or their 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 Program Grant (DCIP Program Grant) agreement (the “Grant Agreement”), if such DCIP Program Grant 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. 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			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra	Y		

**20. Resolution 24-79, Lodi Energy Center FX Upgrade Project; Applicable to the following: NCPA’s Lodi Energy Center** – adopt resolution by all members authorizing the Lodi Energy Center FX Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$17,500,000, with \$7,113,672 to be funded from the CEC Grant, and authorizing \$4,766,666 from the approved FY25 Lodi Energy Center Budget, and further authorizing \$3,059,831 to be collected in FY26 and \$2,559,831 to be collected in FY27, pending future budget approvals, to fund the project.

**Fiscal Impact:** As a result of the cluster process, the economic evaluation here only considers the benefits of the efficiency improvement and the filling in of the ambient derates. The extra power increase and the Resource Adequacy benefits have not been included. As a result, the strong economic benefits as evaluated is enough to recommend going forward with this project. Any benefit that comes in the future will only serve to improve the already strong economics. The total cost for the LEC FX Upgrade Project is anticipated not to exceed \$17,500,000. \$7,113,672 will be funded from the CEC Grant. The remaining funds for the project will be collected over the next three years. A collection of \$4,766,666 was included and approved in the FY25 Lodi Energy Center budget. NCPA intends to collect \$3,059,831 in FY26 and \$2,559,831 in FY27, pending future budget approvals, to fund the project.

One adverse impact due to the receipt of the grant is that LEC will be required to complete the upgrade by June 30, 2027. This will be about 1-year in advance of its normally planned outage. As a result, this will trigger the true-up cost component of the Siemens agreement, as the full life of the components had not been realized. The estimated cost of the true-up is about \$2,100,000. The net value of the grant benefit is about \$5,000,000 as a result of this impact. There are a number of factors that can affect the true-up, so the exact amount of true up will not be known until the start of the outage when the exact number of operating hours and starts is known.

➤ **This item was pulled from the agenda. No action was taken on this item.**

**21. Resolution 24-80, Nomination and Approval of the FY 2024-25 Slate of Officers, At-Large Executive Committee Members, Finance Committee Chair, and the Legislative and Regulatory Affairs Committee Chair and Vice-Chair** – – adopt resolution by all members approving the election of the FY 2024-25 Slate of Officers for the positions of Chair and Vice-Chair, four (4) Commissioners as at-large Executive Committee Members, the Finance Committee Chair, and the Legislative and Regulatory Affairs (L&R) Committee Chair and Vice-Chair.

**Fiscal Impact:** No monetary impact to the Agency is expected to result from this action.

**MOTION:** A motion was made by Jerry Serventi and seconded by Pauline Rocucci recommending the Commission adopt Resolution 24-80, approving the election of the FY 2024-25 Slate of Officers for the positions of Chair and Vice-Chair, four (4) Commissioners as at-large Executive Committee Members, the Finance Committee Chair, and the Legislative and Regulatory Affairs (L&R) Committee Chair and Vice-Chair. 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			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra	Y		

### **INFORMATIONAL ITEM**

**22. Calaveras County Water District (CCWD)** – Background information regarding CCWD and the North Fork Stanislaus Hydroelectric Project.

General Manager Michael Minkler and staff provided a video and presentation regarding the history and formation of the CCWD.

### **NEW BUSINESS**

No new business was discussed.

### **ADJOURNMENT**

The July 25, 2024 Commission meeting was adjourned at 10:25 am by Chair Serventi.

Respectfully submitted,

Prepared by,

JERRY SERVENTI  
Commission Chair

CARRIE POLLO  
Assistant Secretary to the Commission



**Commission Meeting**  
**July 25, 2024**  
**COMMISSIONERS**  
**Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Terry Lewat</i>
2 - BIGGS	<i>Bob Sheppard</i>
3 - GRIDLEY	<i>Caldin Sulez</i>
4 - HEALDSBURG	<i>Darick Hagele</i>
5 - LODI	<i>Mikay Hotki</i>
6 - LOMPOC	<i>Janelle AlSborne</i>
7 - PALO ALTO	<i>Dean Batchelor</i>
8 - PLUMAS-SIERRA REC	<i>Harry Bruce</i>
9 - PORT OF OAKLAND	
10 - REDDING	<i>Nick Zettel</i>
11 - ROSEVILLE	<i>Pauline Rocca</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	<i>Sauls Jain</i>
14 - SHASTA LAKE	<i>Simon T. [Signature]</i>
15 - TRUCKEE DONNER	<i>V. C. [Signature]</i>
16 - UKIAH	



Commission Meeting  
July 25, 2024  
Attendance List

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

NAME	AFFILIATION
Carmie Pollo	NCPA
Nancy Sarich	Lodi
Bill Forsythe	Roseville
Michael DeBortoli	NCPA
Jake Eymann	NCPA
Deen Albrow	Lompoc
James Cirrincione	NCPA
Is Cameron Bregman	Lodi
Basil Wong	SVP
Bill Her	SVP
David Hanks	City of Healdsburg
Tim Berringer	Lompoc
Andre Backer	Flameda
Tony Ziman	NCPA
James Takehara	Shasta Lake
Monty Hawks	NCPA
Katie Lucchesi	City of Lodi
Kelly Gierkensmeyer	Calaveras County Water District
Jessica Self	Union Public Utility District
Chris Herrod	City of Healdsburg
Mark Zulusen	CCWD
Michael Minkler	CCWD
John Coleman	CCWD



**Northern California Power Agency  
Commission Meeting  
July 25, 2024  
Attendance List**

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

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# SUPPORT SERVICES PROGRAM STATUS REPORT

August 13, 2024

<i><b>Member Name</b></i>	<i><b>Designated Representatives</b></i>	<i><b>Authorized Confirmation NTE Amount</b></i>	<i><b>Date Approved</b></i>
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

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0334	City of Lompoc	8/8/24	\$ 8,875.00	Intuitive Group; Grant related services including funding research, proposal development, application writing and support related to electric infrastructure upgrades, grid resiliency, energy efficiency, wildfire/hazard mitigation, and EV charging for balance of CY2024.
0333	City of Roseville	7/15/24	\$ 10,830.00	Coffman Engineers, Inc; structural engineering concrete foundation design services for a new 12kV switchgear.
0332	City of Santa Clara	7/11/24	\$ 83,985.00	Frontier Energy, Inc.; Provide up to 20 EE commercial food service site audits.
0329	City of Lompoc	3/29/24	\$ 24,475.00	iParametrics, LLC; Grant writing services related to GRIP Topic 3 application.
0328	City of Palo Alto	4/11/24	\$ 40,450.00	EV and Ebike webinars, EV education and discount programs.
0327	City of Redding	3/8/24	\$ 28,845.00	iParametrics; grant writing services for GRIP grant (topic area 1).
0326	City of Roseville	3/12/24	\$ 16,915.00	SCS Engineers; provide LCFS Tier 2 Fuel Pathway Validation services.
0325	City of Shasta Lake	3/6/24	\$ 73,480.00	Cooperative Response Center; provide after-hours call support utilizing its Energy Dispatch service solutions.
0322	City of Roseville	4/1/24	\$ 17,265.00	Frontier Energy, Inc.; Induction cooking demonstration and electrification training.
0321	City of Palo Alto	3/8/24	\$ 46,885.00	Plug in America; provide EV Expos and Workshops in 2024 to promote EV adoption.
0320	City of Redding	3/8/24	\$ 39,680.00	AESI-US, Inc.; provide comprehensive cyber security risk assessment.
0319	City of Palo Alto	2/8/24	\$ 17,265.00	Aspen Environmental; provide support re regulatory and legislative matters and objectives, CPUC filings, orders and decisions; impacts on the City.



<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0315	Port of Oakland	11/29/23	\$ 149,995.00	NewGen Strategies and Solutions, LLC; Electric cost of Service and Retail Rate Design Study.
0310	City of Redding	5/21/24	\$ 36,200.00	Cameron Cole LLC; GHG verification services for emission years 2023, 2024, and 2025 for compliance with mandatory CARB regulations.
0309	City of Roseville	8/17/23	\$ 30,835.00	EcoEngineers; Providing LCFS Pathway Registration services for the Pleasant Grove Wastewater Treatment Plant.
0308	City of Redding	8/25/23	\$1,167,293.55	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0307	City of Roseville	9/6/2023	\$1,196,537.12	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0305	City of Lompoc	6/23/23	\$ 51,675.00	Utility Financial Solutions, LLC; Wastewater Cost of Service and Rate Design studies.
0304	Alameda Municipal Power	7/31/23	\$713,195.50	CLEAResult Consulting Inc.; EV charging outreach and technical assistance services.
0303	City of Palo Alto	5/16/23	\$51,015.00	Flynn Resource Consultants, Inc.; Analysis to aid the City in Electric Supply Portfolio Planning.
0298	City of Palo Alto	3/16/23	\$249,829.00	iParametrics LLC; Grant writing services for Electric GRIP Grant and for Gas NGDISM Grant and for Post-Award services and support for future grants.
0295	Alameda Municipal Power	5/3/23	\$250,000.00	SpryPoint Services, Inc.; Implement SpryMobile Asset & Workflow Management Software to support AMP's operational needs through September 14, 2027.
0294	City of Palo Alto	4/1/23	\$53,540.00	Cool the Earth; Through the Ride and Drive Clean campaign, will host webinars on EV's and ebikes, including incentives and charging education.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0292	City of Santa Clara	8/23/23	\$13,926.00	CLEAResult Consulting, Inc.; Energy efficiency services provided through the ChooseEV digital platform to facilitate EV communications.
0291	Truckee Donner PUD	2/8/23	\$ 62,500.00	ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 and 2023 Program Review and free-ridership analysis.
0286	City of Palo Alto	3/2/23	\$ 84,515.00	ADM Associates Inc.; EM&V of the cost effectiveness and energy savings attributed to energy efficiency and electrification programs as detailed in the ADM SOW for Palo Alto Utilities.
0283	Alameda Municipal Power	11/29/22	\$141,075.00	Cooperative Response Center; for after-hours answering services for 36-month period through November 2025.
0281	Truckee Donner PUD	11/23/22	\$ 25,227.00	Dudek; Comprehensive revision of TDPUD Wildfire Mitigation Plan per AB 1054 and PUC section 8387; including review, collection of data, and WMP revision.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0274	City of Roseville	9/27/22	\$ 67,900.00	EES Consulting; for Cost of Service analysis including four primary tasks.
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.
0258 Amd.	Alameda Municipal Power	6/6/22 8/30/23	\$ 70,255.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets through FY25.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.)

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0251	City of Santa Clara	5/3/22	\$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting.
0249	City of Lodi	7/21/22	\$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs through FY25.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including education courses, induction cooking demonstrations, commercial food service site audits, and work force education and training.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236 Amd.	City of Santa Clara	3/1/22	\$426,328.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services. Amd. to extend term.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0224 Amd. Amd.2	City of Healdsburg	7/1/21 5/16/23 12/31/23	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0186 Amd. Amd.2 Amd.3	Alameda Municipal Power	9/21/20 7/23/21 8/23/22 12/8/23	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY24.

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

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
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 Amd.	City of Vernon	4/13/23 8/15/24	\$145,225.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service analysis and Rate Design Study.
0265	City of Santa Clara	7/6/23	\$98,965.00	Tinker, LLC; provide its turnkey Energy Education Program through a digital science-based curriculum to teach students about energy and using it wisely.
0259 Amd.	City of Burbank/ Burbank Water & Power	10/26/22 3/31/23	\$134,010.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations.
0222	City of Santa Clara	11/15/21	\$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.





# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** July 31, 2024 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

**RECOMMENDATION:**

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

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the August 22, 2024 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

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

**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**Attachments:**

- July 31, 2024 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of July 2024**

**Operations:**

<b>Geothermal</b>	<b>\$</b>	<b>2,259,033</b>
<b>Hydroelectric</b>		<b>2,877,517</b>
<b>CT#1 Combustion Turbines</b>		<b>503,942</b>
<b>CT#2 STIG</b>		<b>426,755</b>
<b>Lodi Energy Center</b>		<b>3,318,581</b>
<b>NCPA Operating</b>		<b>35,415,107</b>
<b>Total</b>	<b>\$</b>	<b><u>44,800,935</u></b>

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

<b>PERCENT OF YEAR ELAPSED 8%</b>
---

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b><u>NCPA Plants</u></b>					
Hydroelectric					
Other Plant Cost	\$ 2,967,034	\$ 2,967,034	\$ 40,231,090	7%	
Debt Service (Net)	1,534,669	1,534,669	18,416,028	8%	
Annual Budget Cost	4,501,703	4,501,703	58,647,118	8%	
<b><u>Geothermal</u></b>					
Other Plant Cost	3,573,030	3,573,030	47,043,119	8%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	3,573,030	3,573,030	47,043,119	8%	
<b><u>Combustion Turbine No. 1</u></b>					
Fuel	15,184	15,184	718,046	2%	
Other Plant Cost	521,237	521,237	4,733,429	11%	
Annual Budget Cost	536,421	536,421	5,451,475	10%	
<b><u>Combustion Turbine No. 2 (Stig)</u></b>					
Fuel and Pipeline Transport Charges	6,755	6,775	1,180,587	1%	
Other Plant Cost	446,183	446,163	5,093,732	9%	
Debt Service (Net)	421,313	421,313	421,313	100%	(a)
Annual Budget Cost	874,251	874,251	6,695,632	13%	
<b><u>Lodi Energy Center</u></b>					
Fuel	2,887,475	2,887,475	77,589,905	4%	
Other Plant Cost	2,772,059	2,772,059	54,644,498	5%	
Debt Service (Net)	2,168,156	2,168,156	26,017,868	8%	
Annual Budget Cost	7,827,690	7,827,690	158,252,271	5%	
Member Resources - Energy	9,082,344	9,082,344	53,765,565	17%	(b)
Member Resources - Energy (Customer)	339	339	-	N/A	
Member Resources - Natural Gas	633,392	633,392	5,432,402	12%	(c)
Western Resources	2,049,883	2,049,883	23,246,095	9%	
Market Power Purchases	2,573,203	2,573,203	48,565,829	5%	
Load Costs - CAISO	37,546,770	37,546,770	545,184,045	7%	
Load Costs - CAISO (Customer)	5,023,952	5,023,952	-	N/A	
Net GHG Obligations	-	-	2,108,011	0%	
Preliminary Surveys & Investigations	-	-	-	N/A	
	<b>74,222,978</b>	<b>74,222,978</b>	<b>954,391,362</b>	<b>8%</b>	
<b><u>TRANSMISSION</u></b>					
<b><u>Independent System Operator</u></b>					
Grid Management Charge	224,397	224,397	2,572,012	9%	
Wheeling Access Charge	11,482,010	11,482,010	155,004,333	7%	
Ancillary Services	624,011	624,011	4,577,450	14%	(d)
Other ISO Charges/(Credits)	890,950	890,950	2,549,026	35%	(e)
Independent System Operator (Customer)	894,204	894,204	-		
	<b>14,115,572</b>	<b>14,115,572</b>	<b>164,702,821</b>	<b>9%</b>	

Management Services continued on next page



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

<b>PERCENT OF YEAR ELAPSED</b> <b>8%</b>
---

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<b><u>MANAGEMENT SERVICES</u></b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	175,501	175,501	2,361,093	7%	
Regulatory Representation	36,983	36,983	828,799	4%	
Western Representation	23,517	23,517	599,235	4%	
Customer Programs	35,510	35,510	666,457	5%	
Judicial Action	-	-	1,240,000	0%	
<b>Power Management</b>					
System Control & Load Dispatch	894,387	894,387	11,749,989	8%	
Forecasting, Planning, Prescheduling & Trading	225,431	225,431	3,242,955	7%	
Industry Restructuring & Regulatory Affairs	22,966	22,966	427,756	5%	
Contract Admin, Interconnection Svcs & External Affairs	104,248	104,248	1,304,749	8%	
Gas Purchase Program	4,969	4,969	86,207	6%	
Market Purchase Project	7,254	7,254	124,392	6%	
<b>Energy Risk Management</b>	10,517	10,517	175,918	6%	
<b>Settlements</b>	66,663	66,663	1,217,204	5%	
<b>Integrated Systems Support</b>	33,851	33,851	704,685	5%	
<b>Participant Pass Through Costs</b>	55,078	55,078	1,967,542	3%	
<b>Support Services</b>	15,414	15,414	-	N/A	
	<b>1,712,289</b>	<b>1,712,289</b>	<b>26,696,961</b>	<b>6%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>90,050,839</b>	<b>90,050,839</b>	<b>1,145,791,144</b>	<b>8%</b>	
<b><u>LESS: THIRD PARTY REVENUE</u></b>					
Plant ISO Energy Sales	14,660,322	14,660,322	217,597,296	7%	
Member Resource ISO Energy Sales	7,047,474	7,047,474	44,226,716	16%	(f)
Member Owned Generation ISO Energy Sales	12,457,487	12,457,487	156,157,708	8%	
Revenue from Customers	(869,387)	(869,387)	-	N/A	
Customer Owned Generation ISO Energy Sales	116	116	1,469,256	0%	
NCPA Contracts ISO Energy Sales	1,753,890	1,753,890	50,551,647	3%	
Western Resource Energy Sales	4,523,195	4,523,195	41,304,601	11%	
Load Energy Sales	2,986,493	2,986,493	-	N/A	
Ancillary Services Sales	477,367	477,367	6,817,168	7%	
Transmission Sales	9,198	9,198	110,376	8%	
Western Credits, Interest and Other Income	11,977,742	11,977,742	61,504,322	19%	(g)
	<b>55,023,897</b>	<b>55,023,897</b>	<b>579,739,090</b>	<b>9%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 35,026,942</b>	<b>\$ 35,026,942</b>	<b>\$ 566,052,054</b>	<b>6%</b>	

- (a) Final debt payment for CT2 is August 1st. However, 100% of the payment was collected in July.
- (b) Increase due to unbudgeted member resource purchases for Roseville and Santa Clara.
- (c) Natural Gas Purchase Contracts are committed for purchase, and any unused Gas is sold back into the market.
- (d) Increase due to higher than budgeted ancillary services costs for the month.
- (e) Increase due to higher than budgeted ISO settlement charges for the month.
- (f) Increase due to higher than budgeted member owned generation sales to CAISO.
- (g) Increase due to unbudgeted RAC sale to Clean Power Alliance.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	July	
	2024	2023
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 70,200	\$ 62,393
Investments	32,465	32,584
Accounts receivable		
Participants	8	24
Other	6,611	3,919
Interest receivable	894	785
Inventory and supplies	6,541	6,494
Prepaid expenses	2,508	2,136
TOTAL CURRENT ASSETS	119,227	108,335
RESTRICTED ASSETS		
Cash and cash equivalents	60,150	61,707
Investments	173,862	168,466
Interest receivable	37	40
TOTAL RESTRICTED ASSETS	234,049	230,213
ELECTRIC PLANT		
Electric plant in service	1,605,199	1,602,706
Less: accumulated depreciation & amortization	(1,158,435)	(1,121,260)
	446,764	481,446
Construction work-in-progress	1,729	1,557
TOTAL ELECTRIC PLANT	448,493	483,003
OTHER ASSETS		
Regulatory assets	139,196	161,065
Investment in associated company	265	265
TOTAL ASSETS	941,230	982,881
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	159	762
Pension and OPEB deferrals	25,703	25,345
Asset retirement obligations	62,357	62,466
TOTAL DEFERRED OUTFLOWS OF RESOURCES	88,219	88,573
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,029,449	\$ 1,071,454

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	July	
	2024	2023
	(in thousands)	
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 35,106	\$ 42,543
Member advances	1,293	1,018
Operating reserves	30,699	24,821
Current portion of long-term debt	37,897	55,578
Accrued interest payable	2,636	2,864
<b>TOTAL CURRENT LIABILITIES</b>	<b>107,631</b>	<b>126,824</b>
<b>NON-CURRENT LIABILITIES</b>		
Net pension and OPEB liabilities	57,536	56,556
Operating reserves and other deposits	167,296	162,468
Asset retirement obligations	73,945	72,250
Long-term debt, net	462,909	503,421
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>761,686</b>	<b>794,695</b>
<b>TOTAL LIABILITIES</b>	<b>869,317</b>	<b>921,519</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	96,302	93,118
Pension and OPEB deferrals	2,112	2,112
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>98,414</b>	<b>95,230</b>
<b>NET POSITION</b>		
Net investment in capital assets	(39,002)	(59,577)
Restricted	8,399	14,211
Unrestricted	92,321	100,071
<b>TOTAL NET POSITION</b>	<b>61,718</b>	<b>54,705</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 1,029,449</b>	<b>\$ 1,071,454</b>

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

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

**UNAUDITED**

	For the Month Ended July,	
	2024	2023
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 44,728	\$ 55,162
Other Third-Party	25,152	21,475
TOTAL OPERATING REVENUES	69,880	76,637
OPERATING EXPENSES		
Purchased power	27,525	25,062
Operations	7,382	8,686
Transmission	13,915	15,692
Depreciation & amortization	2,589	2,570
Maintenance	3,637	2,112
Administrative and general	1,980	659
TOTAL OPERATING EXPENSES	57,028	54,781
NET OPERATING REVENUES	12,852	21,856
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(1,213)	(1,562)
Interest income	10,456	15,012
Other	202	571
TOTAL NON OPERATING EXPENSES	9,445	14,021
FUTURE RECOVERABLE AMOUNTS	(1,600)	(2,134)
REFUNDS TO PARTICIPANTS	(3,955)	(5,393)
INCREASE (DECREASE) IN NET POSITION	16,742	28,350
NET POSITION, Beginning of year	44,976	26,355
NET POSITION, Period ended	\$ 61,718	\$ 54,705

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

July 31, 2024

	GENERATING & TRANSMISSION RESOURCES									Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -	\$ 285	\$ -	\$ -	\$ 2,506	\$ 67,407	\$ 70,200
Investments	-	-	-	-	-	-	-	-	32,465	32,465
Accounts receivable:										
Participants	-	-	-	-	-	-	-	-	8	8
Other	-	-	-	-	-	-	6,442	-	169	6,611
Interest receivable	167	201	-	-	65	-	53	-	408	894
Inventory and supplies	1,809	1,319	304	484	2,625	-	-	-	-	6,541
Prepaid expenses	459	458	1	46	615	-	-	17	912	2,508
Due from Agency and other programs*	23,218	3,508	3,261	3,846	17,848	-	31,745	5,005	(88,431)	-
TOTAL CURRENT ASSETS	25,653	5,486	3,567	4,377	21,438	-	38,240	7,528	12,938	119,227
RESTRICTED ASSETS										
Cash and cash equivalents	1,581	4,179	1,804	-	4,629	-	25,293	-	22,664	60,150
Investments	30,996	35,907	3,323	-	27,747	-	17,725	-	58,164	173,862
Interest receivable	-	-	-	-	37	-	-	-	-	37
TOTAL RESTRICTED ASSETS	32,577	40,086	5,127	-	32,413	-	43,018	-	80,828	234,049
ELECTRIC PLANT										
Electric plant in service	579,952	395,746	65,473	38,985	447,697	7,736	61,427	1,178	7,005	1,605,199
Less: accumulated depreciation & amortization	(557,752)	(319,831)	(61,830)	(35,971)	(154,930)	(7,736)	(14,303)	(941)	(5,141)	(1,158,435)
	22,200	75,915	3,643	3,014	292,767	-	47,124	237	1,864	446,764
Construction work-in-progress	-	-	-	-	-	-	-	-	1,729	1,729
TOTAL ELECTRIC PLANT	22,200	75,915	3,643	3,014	292,767	-	47,124	237	3,593	448,493
OTHER ASSETS										
Regulatory assets	-	72,935	-	-	28,058	-	-	-	38,203	139,196
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	80,430	194,422	12,337	7,391	374,676	-	128,382	7,765	135,827	941,230
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	159	-	-	-	-	159
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	25,703	25,703
Asset retirement obligations	61,972	-	180	-	205	-	-	-	-	62,357
TOTAL DEFERRED OUTFLOWS OF RESOURCES	61,972	-	180	-	364	-	-	-	25,703	88,219
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 142,402	\$ 194,422	\$ 12,517	\$ 7,391	\$ 375,040	\$ -	\$ 128,382	\$ 7,765	\$ 161,530	\$ 1,029,449

\* Eliminated in Combination

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

July 31, 2024

	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 740	\$ 645	\$ -	\$ -	\$ 2,894	\$ -	\$ 22,365	\$ -	\$ 8,462	\$ 35,106
Member advances	791	-	-	-	-	-	-	502	-	1,293
Operating reserves	3,999	250	618	4,112	21,720	-	-	-	-	30,699
Current portion of long-term debt	-	12,434	4,825	-	14,657	-	5,915	-	66	37,897
Accrued interest payable	-	499	87	-	2,050	-	-	-	-	2,636
TOTAL CURRENT LIABILITIES	5,530	13,828	5,530	4,112	41,321	-	28,280	502	8,528	107,631
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	57,536	57,536
Operating reserves and other deposits	1,500	37,092	192	-	284	-	43,799	2,859	81,570	167,296
Asset retirement obligations	73,560	-	180	-	205	-	-	-	-	73,945
Long-term debt, net	-	134,026	553	-	287,053	-	41,210	-	67	462,909
TOTAL NON-CURRENT LIABILITIES	75,060	171,118	925	-	287,542	-	85,009	2,859	139,173	761,686
TOTAL LIABILITIES	80,590	184,946	6,455	4,112	328,863	-	113,289	3,361	147,701	869,317
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,439	7,023	5,062	3,187	37,089	-	-	185	4,317	96,302
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,112	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	39,439	7,023	5,062	3,187	37,089	-	-	185	6,429	98,414
NET POSITION										
Net investment in capital assets	22,200	(69,735)	(1,489)	3,015	3,311	-	-	237	3,459	(39,002)
Restricted	-	1,037	5,040	-	2,322	-	-	-	-	8,399
Unrestricted	173	71,151	(2,551)	(2,923)	3,455	-	15,093	3,982	3,941	92,321
TOTAL NET POSITION	22,373	2,453	1,000	92	9,088	-	15,093	4,219	7,400	61,718
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 142,402	\$ 194,422	\$ 12,517	\$ 7,391	\$ 375,040	\$ -	\$ 128,382	\$ 7,765	\$ 161,530	\$ 1,029,449

## 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 Month Ended July 31, 2024										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ 2,781	\$ 2,106	\$ 864	\$ 444	\$ 5,702	\$ -	\$ 30,496	\$ 2,146	\$ 189	\$ 44,728
Other Third-Party	3,106	3,586	416	635	7,406	-	9,764	239	-	25,152
TOTAL OPERATING REVENUES	5,887	5,692	1,280	1,079	13,108	-	40,260	2,385	189	69,880
OPERATING EXPENSES										
Purchased power	50	363	80	103	643	-	26,286	-	-	27,525
Operations	1,570	270	277	82	3,724	-	633	826	-	7,382
Transmission	21	46	-	-	49	-	13,799	-	-	13,915
Depreciation & amortization	343	804	184	30	1,180	-	-	14	34	2,589
Maintenance	1,367	1,631	37	173	390	-	-	39	-	3,637
Administrative and general	780	618	53	115	972	-	-	827	(1,385)	1,980
Intercompany (sales) purchases, net*	(96)	38	7	9	42	-	-	-	-	-
TOTAL OPERATING EXPENSES	4,035	3,770	638	512	7,000	-	40,718	1,706	(1,351)	57,028
NET OPERATING REVENUES	1,852	1,922	642	567	6,108	-	(458)	679	1,540	12,852
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(23)	(325)	143	-	(1,008)	-	-	-	-	(1,213)
Interest income	2,795	911	30	10	1,066	-	1,163	25	4,456	10,456
Other	-	-	-	-	181	-	-	4	17	202
TOTAL NON OPERATING (EXPENSES) REVENUES	2,772	586	173	10	239	-	1,163	29	4,473	9,445
FUTURE RECOVERABLE AMOUNTS	198	(1,284)	(385)	-	(129)	-	-	-	-	(1,600)
REFUNDS TO PARTICIPANTS	-	-	-	-	-	-	(998)	(219)	(2,738)	(3,955)
INCREASE (DECREASE) IN NET POSITION	4,822	1,224	430	577	6,218	-	(293)	489	3,275	16,742
NET POSITION, Beginning of year	17,551	1,229	570	(485)	2,870	-	15,386	3,730	4,125	44,976
NET POSITION, Period ended	\$ 22,373	\$ 2,453	\$ 1,000	\$ 92	\$ 9,088	\$ -	\$ 15,093	\$ 4,219	\$ 7,400	\$ 61,718

\* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 6,618,946
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 6,618,946</u>



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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of July 2024**

**Operations:**

<b>Geothermal</b>	<b>\$ 2,259,033</b>
<b>Hydroelectric</b>	<b>2,877,517</b>
<b>CT#1 Combustion Turbines</b>	<b>503,942</b>
<b>CT#2 STIG</b>	<b>426,755</b>
<b>Lodi Energy Center</b>	<b>3,318,581</b>
<b>NCPA Operating</b>	<b>35,415,107</b>
<b>Total</b>	<b><u>\$ 44,800,935</u></b>



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

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

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

\_\_\_\_\_  
\_\_\_\_\_

**RECOMMENDATION:**

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

**BACKGROUND:**

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

Cash – At month end cash totaled \$2,466,752 of which approximately \$1,655 was applicable to Debt Service and \$2,465,097 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 \$327,530,071 at month end. The current market value of the portfolio totaled \$319,876,096.

The overall portfolio had a combined weighted average interest rate of 3.448% with a bond equivalent yield (yield to maturity) of 3.496%. Investments with a maturity greater than one year totaled \$157,169,000. July maturities totaled \$14,988,761 and monthly receipts totaled \$53 million. During the month \$18 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 decreased 9 basis points from 5.49% to 5.40% and rates on one-year T-Bills decreased 27 basis points from 5.10% to 4.83%.

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

**FISCAL IMPACT:**

This report has no direct budget impact to NCPA.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment: Treasurer's Report July 31, 2024

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**JULY 31, 2024**

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<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
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<b>LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

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

	<u>CASH</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>	<u>PERCENT</u>
<b>NCPA FUNDS</b>				
Operating	\$ 2,451,689	\$ 136,052,195	\$ 138,503,884	41.97%
Special Deposits	13,408	485,015	498,423	0.15%
Debt Service	1,655	10,804,888	10,806,543	3.27%
Special & Reserve	-	180,187,973	180,187,973	54.60%
	<u>\$ 2,466,752</u>	<u>\$ 327,530,071</u>	<u>\$ 329,996,823</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 319,876,096

NOTE A - Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 51,067,289	\$ 472,442	\$ 3,716,486	\$ (25,423,796)	\$ (10,013,398)	\$ (17,995,785)	\$ 1,823,238
Special Deposits	2,401,720	2,235	-	(15,349,236)	(2,235)	12,948,042	526
Debt Service	-	16,410	9,691,004	(34,486,596)	(4,528,379)	5,968,171	(23,339,390)
Special & Reserve	-	497,325	1,581,271	-	(3,106,764)	(920,428)	(1,948,596)
	<u>\$ 53,469,009</u>	<u>\$ 988,412</u>	<u>\$ 14,988,761</u>	<u>\$ (75,259,628)</u>	<u>\$ (17,650,776)</u>	<u>\$ -</u>	<u>\$ (23,464,222)</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  
July 31, 2024**

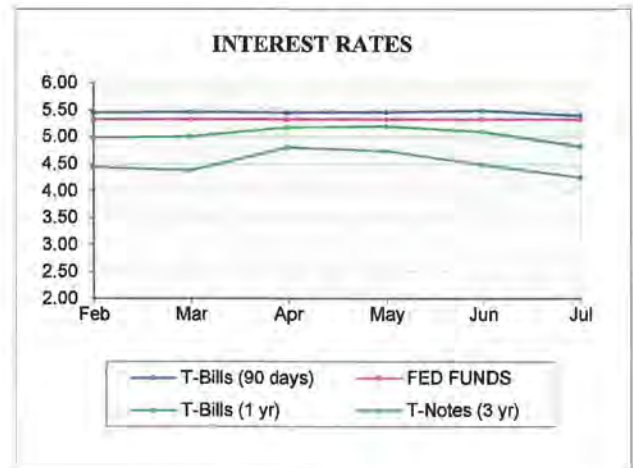
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 10,013,398	\$ (3,716,486)	\$ (167)	\$ -	\$ -	\$ 6,296,745
Special Deposits	2,235	-	-	-	-	2,235
Debt Service	4,528,379	(9,691,004)	29,749	-	-	(5,132,876)
Special & Reserve	3,106,764	(1,581,271)	33,269	-	-	1,558,762
	<u>\$ 17,650,776</u>	<u>\$ (14,988,761)</u>	<u>\$ 62,851</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,724,866</u>
<b>Less Non- Cash Activity</b>						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(62,851)</u>
<b>Net Change in Investment --Before Non-Cash Activity</b>						<u><u>\$ 2,662,015</u></u>

**NOTE A -Investment amounts shown at book carrying value.**

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

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
<b>OVERALL COMBINED</b>	<u><u>3.448%</u></u>	<u><u>3.496%</u></u>
<b>OPERATING FUNDS:</b>	<b>3.587%</b>	<b>3.610%</b>
<b>PROJECTS:</b>		
Geothermal	<b>2.239%</b>	<b>2.361%</b>
Capital Facilities	<b>4.321%</b>	<b>4.459%</b>
Hydroelectric	<b>3.509%</b>	<b>3.808%</b>
Lodi Energy Center	<b>3.299%</b>	<b>3.292%</b>

<u>KEY INTEREST RATES</u>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	<b>5.33%</b>	<b>5.08%</b>
T-Bills (90da.)	<b>5.40%</b>	<b>5.51%</b>
Agency Disc (90da.)	<b>5.17%</b>	<b>5.32%</b>
T-Bills (1yr.)	<b>4.83%</b>	<b>5.38%</b>
Agency Disc (1yr.)	<b>4.52%</b>	<b>5.15%</b>
T-Notes (3yr.)	<b>4.25%</b>	<b>4.52%</b>





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

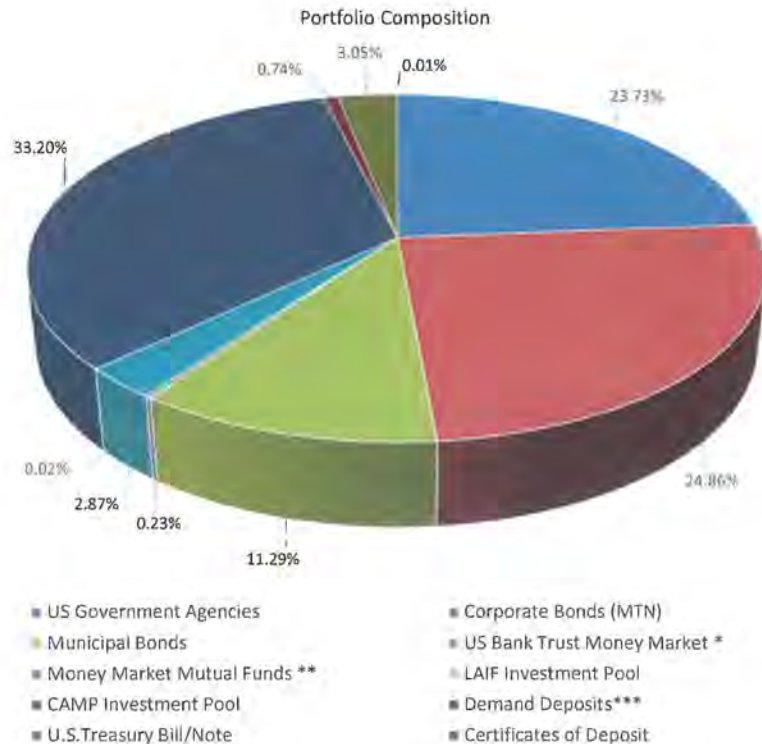
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 832	\$ 3,820	\$ 7,797	\$ 500	\$ 2,500	\$ 52,989	\$ 10,182	\$ 78,620	23.73%
Corporate Bonds (MTN)	-	-	1,965	1,970	8,250	70,194	-	82,379	24.86%
Municipal Bonds	2,815	100	1,180	2,000	11,110	17,230	2,985	37,420	11.29%
US Bank Trust Money Market *	774	-	-	-	-	-	-	774	0.23%
Money Market Mutual Funds **	9,522	-	-	-	-	-	-	9,522	2.87%
LAIF Investment Pool	54	-	-	-	-	-	-	54	0.02%
CAMP Investment Pool	109,999	-	-	-	-	-	-	109,999	33.20%
Demand Deposits***	2,452	-	-	-	-	-	-	2,452	0.74%
U.S.Treasury Bill/Note	3,335	-	3,191	-	-	3,589	-	10,115	3.05%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.01%
<b>Total Dollars</b>	<b>\$ 129,783</b>	<b>\$3,930</b>	<b>\$14,133</b>	<b>\$4,470</b>	<b>\$ 21,860</b>	<b>\$144,002</b>	<b>\$13,167</b>	<b>\$ 331,345</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>39.17%</b>	<b>1.19%</b>	<b>4.27%</b>	<b>1.35%</b>	<b>6.60%</b>	<b>43.45%</b>	<b>3.97%</b>	<b>100.00%</b>	

Investments are shown at Face Value, in thousands.

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

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

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



**NORTHERN CALIFORNIA POWER AGENCY**

**Detail Report Of Investments**

**APPENDIX**

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

**Northern California Power Agency**  
**Treasurer's Report**  
**07/31/2024**

Page 1

**Operating**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	2.550		0		1	2.550	0	SYS70101	70101	0
First American Govt.	USBGC	79,150	5.200		79,150		1	5.200	79,150	SYS70014	70014	79,150
First American Funds	USB	7,796,000	5.109		7,796,000		1	5.109	7,796,000	SYS70102	70102	7,796,000
California Asset Mgm	CMP	57,001,757	5.430	10/19/2018	57,001,757		1	5.430	57,001,757	SYS70070	70070	57,001,757
Local Agency Investm	LAIF	53,888	4.290		53,888		1	4.290	53,888	SYS70000	70000	53,888
US Bank	USB	2,451,689	0.001		2,451,689		1	0.001	2,451,689	SYS70050	70050	2,451,689
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	0	0.878	500,000	275282PR6	27105	500,000
US Bank	USB	10,000	0.050	07/07/2024	10,000	10/07/2024	67	0.050	10,000	SYS30338	30338	10,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	122	0.584	590,946	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	179	1.846	493,675	90331HMS9	26947	502,218
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	318	0.730	250,050	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	334	0.609	480,905	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	334	0.990	482,275	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	334	0.787	481,380	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	335	2.145	963,440	59217GEJ4	27375	989,446
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	365	0.992	961,730	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	474	0.542	949,030	3135GA4P3	27137	1,001,374
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	508	0.825	234,545	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	537	0.699	465,555	89236THY4	27148	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	573	0.500	352,519	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	575	2.248	969,510	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	576	4.200	99,548	17275RBC5	27480	100,140
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	585	0.800	1,037,949	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	652	1.079	470,195	91324PEC2	27230	500,608
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	665	1.250	1,584,485	06048VWM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	699	1.181	234,653	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	699	1.201	234,838	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	714	1.050	467,640	57629WDE7	27247	501,427
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	744	1.272	93,000	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	746	0.875	465,915	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	746	1.150	922,810	48128G4RB	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	755	1.250	691,905	06048VWN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	774	1.227	465,660	14913R2Q9	27288	499,209
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	774	1.225	476,905	24422EVB2	27294	510,499
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	788	0.900	584,961	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	788	1.635	1,378,380	75951AAQ1	27292	1,496,159
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	791	1.260	479,450	70450YAD5	27293	514,542
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	815	1.587	1,429,291	872898AA9	27330	1,530,946
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	830	1.475	1,781,705	74460DAG4	27336	1,911,023
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	880	1.509	47,294	3130AQER0	27342	50,000



Northern California Power Agency  
Treasurer's Report  
07/31/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	910	1.700	2,848,590	3130AQN66	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	08/30/2027	1,083	4.841	452,598	3130ASH44	27559	453,299
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,109	4.944	512,371	30303M8B1	27483	505,610
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,116	4.136	578,460	023135BC9	27455	583,770
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,293	4.757	1,081,010	872287AL1	27597	1,074,227
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,331	4.648	915,080	02665WDW8	27598	914,290
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,337	4.634	755,363	58789JAG2	27572	754,021
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,383	4.781	504,725	30303M8L9	27614	497,275
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,422	4.800	999,800	3130AVE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,447	4.950	308,055	6944PL2U2	27742	305,792
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,629	4.483	500,495	24422EXH7	27731	500,302
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	08/11/2029	1,775	4.666	507,550	24422EXT1	27786	503,931
Fund Total and Average		\$ 99,875,484	4.175		\$ 99,886,545		259	4.166	\$ 98,478,725			\$ 99,867,592

MPP GHG Auction Acct

California Asset Mgm	CMP	2,021,118	5.430	09/13/2022	2,021,118		1	5.430	2,021,118	SYS70076	70076	2,021,118
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70045	70045	0
Fund Total and Average		\$ 2,021,118	5.430		\$ 2,021,118		1	5.430	\$ 2,021,118			\$ 2,021,118

MPP Security Deposit Acct

California Asset Mgm	CMP	485,015	5.430	10/28/2022	485,015		1	5.430	485,015	SYS70078	70078	485,015
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
Fund Total and Average		\$ 485,015	5.430		\$ 485,015		1	5.430	\$ 485,015			\$ 485,015

SCPA Balancing Account

First American Govt.	USBGC	1,430,446	5.200		1,430,446		1	5.200	1,430,446	SYS70023	70023	1,430,446
California Asset Mgm	CMP	17,184,958	5.430	05/27/2022	17,184,958		1	5.430	17,184,958	SYS70072	70072	17,184,958
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70022	70022	0
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	243	0.600	493,200	586145F74	27113	507,714
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	273	0.649	101,589	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	273	0.649	286,106	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	304	0.952	483,360	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	334	0.932	481,910	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	334	0.609	480,905	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	424	0.530	1,948,067	3133EMB00	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	424	0.530	1,950,268	3133EMB04	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	556	0.699	472,355	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	560	0.530	469,740	3130AKWA0	27164	499,923



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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	565	0.710	939,506	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	573	0.500	117,506	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	574	0.630	941,800	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	585	0.800	1,556,924	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/29/2021	500,000	06/25/2026	693	1.199	463,390	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	714	1.050	467,640	57629WDE7	27248	501,427
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	755	1.250	46,127	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	815	1.567	187,448	87289AA9	27331	200,780
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	830	1.569	256,528	74460DAG4	27311	274,587
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	830	1.475	233,208	74460DAG4	27337	250,134
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	880	1.509	94,588	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	893	1.731	490,707	24422EWA3	27362	524,620
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	910	1.691	284,859	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.500	04/29/2022	500,000	04/29/2027	1,001	4.219	496,020	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	1,003	4.110	497,645	69609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,095	3.509	127,111	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	08/15/2023	267,654	08/01/2027	1,095	4.730	278,943	250375LS9	27602	276,476
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,119	4.200	366,885	3130ASVCO	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,189	4.759	1,031,810	09281BAJ9	27541	1,032,816
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,300	5.003	291,684	233851DF8	27607	288,187
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,337	4.634	125,894	58789JAG2	27573	125,670
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,629	4.626	525,520	24422EXH7	27743	522,352
Fund Total and Average		\$ 36,335,404	3.576		\$ 36,387,570		326	3.544	\$ 35,604,637			\$ 36,340,090

General Operating Reserve

First American Govt.	USBGC	32,462	5.200		32,462		1	5.200	32,462	SYS70019	70019	32,462
California Asset Mgm	CMP	22,631,805	5.430	12/14/2018	22,631,805		1	5.430	22,631,805	SYS70071	70071	22,631,805
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70000	70002	0
US Bank	USB	0	0.000	07/01/2024	0		1	0.000	0	SYS70051	70051	0
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	0	0.820	565,000	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	0	1.058	1,500,000	438687KT1	26980	1,500,000
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	92	0.665	247,143	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	134	0.830	1,804,312	3130A3GE8	26962	1,832,538
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	179	1.846	493,675	90331HMS9	26951	502,218
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	518,000	02/15/2025	198	1.161	490,560	384802AE4	27000	501,799
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	198	1.217	490,560	384802AE4	27005	501,651
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	243	0.800	493,200	586145F74	27114	507,714
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	243	1.038	976,730	899559QD3	27006	1,002,262
City of Huntsville A	USBGC	515,000	2.750	11/05/2020	560,351	05/01/2025	273	0.750	506,945	447025A56	27112	522,582
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,580	06/01/2025	304	0.866	970,440	438516CB0	27008	1,003,931
County of Jasper IA	USBGC	420,000	2.350	08/11/2020	443,558	08/01/2025	304	1.299	411,369	471376FJ7	27011	423,948





## Northern California Power Agency

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## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	08/15/2025	318	1.033	1,477,845	740189AM7	27017	1,529,468
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	08/23/2025	328	1.050	716,885	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	334	0.845	481,910	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	334	0.774	481,380	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	335	2.145	3,853,760	58217GEJ4	27376	3,957,782
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	365	0.940	783,810	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	382	0.600	957,510	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	412	0.570	954,210	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	424	0.530	1,902,700	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	424	0.530	1,638,472	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	424	0.520	954,610	3130AKA29	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	452	0.540	474,965	3134GW426	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	481	0.798	934,410	06048VWK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.580	12/01/2020	500,000	12/01/2025	487	0.580	473,275	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	498	1.080	1,441,173	40139LBC6	27223	1,516,272
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	508	0.825	234,545	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.840	12/30/2020	501,000	12/30/2025	516	0.599	472,450	3135G06Q1	27141	500,283
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	568	0.699	472,355	037833EB2	27189	500,000
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	565	0.710	939,506	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	587	1.054	580,064	808513BF1	27220	628,479
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	582	0.841	942,230	3130ALEL4	27203	999,183
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,825	03/23/2026	588	1.000	161,196	3130ALGJ7	27857	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	606	1.010	944,430	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	608	1.119	471,115	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	628	1.084	474,615	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	652	1.079	517,215	91324PEC2	27232	550,669
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	665	1.250	1,032,711	06048VWM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	693	1.199	1,158,450	06048VWM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	699	1.580	350,039	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	714	1.050	935,280	57829WDE7	27249	1,002,853
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	775	3.000	394,752	437078BN1	27387	407,831
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	803	1.235	93,243	24422EVW6	27297	100,138
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	803	4.589	1,895,114	63859UBH5	27420	1,911,538
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	815	1.587	796,654	872898AA9	27333	853,314
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	830	1.490	1,478,536	74460DAG4	27308	1,585,340
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	830	1.588	340,483	74460DAG4	27312	364,451
Public Storage	USBGC	1,084,000	1.500	12/08/2021	1,065,234	11/09/2026	830	1.475	992,531	74460DAG4	27338	1,064,570
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	851	1.500	1,074,601	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	880	1.509	141,882	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	893	1.731	409,390	24422EWA3	27363	437,683
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	910	3.375	488,540	3130ARF62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	985	4.123	1,000,964	023135CF1	27419	1,009,412



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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
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	994	3.628	1,734,299	872898AF8	27404	1,780,776
Qualcomm Inc.	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,022	4.122	1,001,683	747525AU7	27421	1,012,283
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	08/15/2027	1,048	3.631	488,230	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,109	4.944	263,004	30303M8B1	27484	258,533
Amazon.com Inc.	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,116	4.136	72,308	023135BC9	27457	72,971
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,188	4.750	1,017,980	3133EPYM1	27659	1,000,000
California State Gen.	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,279	4.982	823,248	13063DC48	27658	808,467
City of Houston TX	USBGC	230,000	1.438	11/30/2023	189,649	03/01/2028	1,308	4.888	207,508	4423317B4	27677	204,595
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,322	4.816	540,269	525876WS3	27641	532,928
NYC Transitional F	USBGC	2,315,000	4.800	09/14/2023	2,284,326	05/01/2028	1,369	4.922	2,328,682	64971X7J1	27639	2,290,159
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,461	4.352	248,885	223093VR3	27704	245,826
Los Angeles OCD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,461	3.947	548,480	54438CYM8	27727	548,953
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,583	4.357	559,362	16772PCP9	27729	567,340
State of Illinois	USBGC	500,000	5.250	02/08/2024	514,705	12/01/2028	1,583	4.561	510,960	452153GY9	27728	513,237
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,673	4.602	515,710	13063D3P1	27767	510,105
Fund Total and Average		\$ 81,249,892	2.810		\$ 80,990,785		468	2.897	\$ 78,800,595			\$ 80,827,974
GRAND TOTALS:		\$ 219,986,913	3.587		\$ 219,751,033		340	3.610	\$ 215,390,090			\$ 219,531,789

\*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 5 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 07/31/2024

## Callable Dates:

Inv #			Inv #			Inv #		
26947	USBANK	Anytime starting 12/27/2024	27125	BALGEN	Anytime	27227	BAC	Semi-annually
26951	USBANK	Anytime starting 12/27/2024	27126	BALGEN	Anytime	27228	BAC	Semi-annually
26980	HON	Anytime	27137	FNMA	Annually	27251	JPM	Annually
27024	JPM	Quarterly	27138	JPM	Quarterly	27252	FHLB	Quarterly
27041	WISTRN	Anytime	27139	JPM	Quarterly	27255	BAC	Semi-annually
27042	WISTRN	Anytime	27141	FNMA	Quarterly	27256	BAC	Semi-annually
27055	CASWTR	Anytime	27149	TOY	1/20/2025 and 7/20/2025	27276	FHLB	Quarterly
27056	FNMA	Quarterly	27164	FHLB	Anytime	27313	JPM	Quarterly
27058	PHOGEN	Anytime	27168	APPL	Anytime starting 1/8/2026	27329	NYSHGR	Anytime
27071	FAMC	Semi-annually	27169	APPL	Anytime starting 1/8/2026	27398	FHLB	Quarterly
27072	CASHGR	Anytime	27171	JPM	Quarterly	27399	FHLB	Quarterly
27077	FFCB	Anytime	27172	JPM	Quarterly	27423	CTS	Anytime
27078	FFCB	Anytime	27178	LOUIS	Anytime	27440	ALA	Anytime
27079	FFCB	Anytime	27195	FHLB	Quarterly	27441	FHLB	Quarterly
27080	FFCB	Anytime	27200	FFCB	Anytime	27559	FHLB	Quarterly
27081	FHLB	Anytime	27201	FFCB	Anytime	27560	ORS	Anytime
27104	FHLMC	Annually	27203	FHLB	Quarterly	27606	FHLB	Anytime starting 8/23/2025
27110	CASMED	Anytime	27213	FHLB	Quarterly	27639	NYCGEN	Anytime
27113	MEMGEN	Anytime	27216	ORSGEN	Anytime	27657	FHLB	Monthly
27114	MEMGEN	Anytime	27225	BAC	Semi-annually	27727	LOSHGR	Anytime
27124	FFCB	Anytime	27226	BAC	Semi-annually	27729	CHITRN	Anytime
						27767	CAS	Anytime





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Geothermal Special 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
First American Govt.	USBGC	5,000	5.200		5,000		1	5.200	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	463	0.460	1,420,235	3135G06G3	27167	1,495,749
Fund Total and Average:		\$ 1,500,000	0.516		\$ 1,502,796		461	0.476	\$ 1,425,235			\$ 1,500,749

Geo Decommissioning Reserve

First American Govt.	USBGC	0	5.200		0		1	5.200	0	SYS70034	70034	0
California Asset Mgm	CMF	1,575,548	5.430	09/01/2022	1,575,548		1	5.430	1,575,548	SYS70074	70074	1,575,548
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70027	70027	0
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	92	1.846	328,677	78607QAY1	26977	331,067
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	198	1.161	416,976	384802AE4	27002	426,530
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	09/01/2025	304	0.952	483,360	13032LXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	334	1.372	725,490	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	334	0.609	480,905	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	365	0.940	961,730	275262PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	496	1.060	476,611	40139LBC6	27224	503,762
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	556	0.700	944,710	037833EB2	27162	1,000,000
J.P. Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	637	1.200	464,340	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	693	1.199	695,070	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	755	1.250	46,127	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,807	09/11/2026	771	1.629	1,803,206	037833DN7	27361	1,911,118
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	774	1.227	139,698	14913R2Q9	27289	149,763
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	815	1.567	1,288,705	872868AA9	27334	1,380,361
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	830	1.490	713,615	74460DAG4	27309	765,164
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	830	1.475	1,606,333	74460DAG4	27340	1,722,923
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,003	3.862	738,405	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	1,063	4.841	198,944	3130ASH44	27558	199,252
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	1,064	4.738	513,355	544495VX9	27626	510,228
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,134	4.125	1,387,218	931142EX7	27458	1,393,137
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,156	4.682	193,184	072031AP2	27627	192,485
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,168	4.750	152,697	3133EPYM1	27660	150,000
Intel Corp	USBGC	200,000	4.875	02/24/2023	198,252	02/10/2028	1,288	5.075	201,892	458140CE8	27553	198,758
TCI Communications I	USBGC	320,000	7.125	09/08/2023	351,806	02/15/2028	1,293	4.747	345,923	872287AL1	27599	343,889
American Honda Finan	USBGC	375,000	3.500	08/20/2023	357,113	02/15/2028	1,293	4.650	361,868	02665WCE9	27604	361,395
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,337	4.634	125,894	58769JAG2	27574	125,670
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,614	5.220	213,878	562784AJ7	27679	206,159
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,036	2.078	516,690	64966QUX6	27219	583,865
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,283	4.870	178,939	13077DMR0	27482	176,271
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,384	1.360	840,260	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,392	1.460	811,970	31422XAU6	27177	972,000



## Northern California Power Agency

## Treasurer's Report

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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
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,392	1.482	501,216	31422XAU6	27246	599,177
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,514	3.439	1,436,704	3130ANUL2	27439	1,530,673
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,525	4.430	279,652	953107AK5	27512	281,224
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,008,440	07/29/2031	2,553	1.704	1,684,800	3130AN7G8	27245	2,004,504
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,556	1.565	419,045	56781RKZ9	27272	504,683
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,556	4.780	263,998	675383TR4	27513	259,188
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,570	2.134	324,112	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,570	2.134	212,483	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,678	5.110	82,268	16772PCS3	27485	80,535
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,713	2.044	2,088,000	3133ENJZ4	27360	2,459,079
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,825	4.181	926,679	31422XXY3	27403	971,198
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,983	4.873	350,490	13063D2Z0	27637	342,532
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,325	4.695	435,713	3130AWW23	27638	428,854
Fund Total and Average		\$ 31,414,548	2.322		\$ 31,033,232		1472	2.452	\$ 28,939,376			\$ 31,075,972
GRAND TOTALS:		\$ 32,914,548	2.239		\$ 32,536,028		1425	2.361	\$ 30,364,611			\$ 32,576,721

\*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 07/31/2024

## Callable Dates:

Inv #

26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime
27553	INTC	Anytime starting 1/10/2028
27526	LOSUTL	Anytime
27627	BAYUTL	Anytime
27678	MNBGEN	Anytime



**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	768,375	0.010		768,375		1	0.010	768,375	SYS79017	79017	768,375
Federal Home Loan Ba	USBT	401,000	4.969	01/29/2024	390,758	08/01/2024	0	5.169	400,940	313384A41	27712	401,000
Federal Home Loan Ba	USBGC	431,000	5.119	02/26/2024	421,376	08/01/2024	0	5.309	430,935	313384A41	27738	431,000
U.S. Treasury	USBT	1,634,000	4.990	02/07/2024	1,594,138	08/01/2024	0	5.185	1,634,000	912797JU2	27719	1,634,000
U.S. Treasury	USBT	429,000	5.119	03/27/2024	421,251	08/01/2024	0	5.286	429,000	912797JU2	27750	429,000
U.S. Treasury	USBT	428,000	5.185	04/25/2024	421,959	08/01/2024	0	5.332	428,000	912797JU2	27760	428,000
U.S. Treasury	USBT	425,000	5.064	05/31/2024	421,293	08/01/2024	0	5.180	425,000	912797JU2	27773	425,000
U.S. Treasury	USBT	419,000	5.209	06/27/2024	416,878	08/01/2024	0	5.309	419,000	912797JU2	27778	419,000
<b>Fund Total and Average</b>		<b>\$ 4,935,375</b>	<b>4.278</b>		<b>\$ 4,866,028</b>		<b>0</b>	<b>4.421</b>	<b>\$ 4,935,250</b>			<b>\$ 4,935,375</b>
<b>CT2 Decommissioning Reserve</b>												
California Asset Mgm	CMP	191,867	5.430	07/25/2024	191,867		1	5.430	191,867	SYS70079	70079	191,867
<b>Fund Total and Average</b>		<b>\$ 191,867</b>	<b>5.430</b>		<b>\$ 191,867</b>		<b>1</b>	<b>5.430</b>	<b>\$ 191,867</b>			<b>\$ 191,867</b>
<b>GRAND TOTALS:</b>		<b>\$ 5,127,242</b>	<b>4.321</b>		<b>\$ 5,047,895</b>		<b>0</b>	<b>4.459</b>	<b>\$ 5,127,117</b>			<b>\$ 5,127,242</b>

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 07/31/2024



**Northern California Power Agency**  
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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 <sup>1</sup> Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	163,536	5.200		163,536		1	5.200	163,536	SYS70031	70031	163,536
California Asset Mgm	CMP	4,009,807	5.430	09/01/2022	4,009,807		1	5.430	4,009,807	SYS70073	70073	4,009,807
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70028	70028	0
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	0	1.029	250,000	592090GB4	27134	250,000
California Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	61	0.683	99,227	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	88	5.004	1,748,040	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	138	1.744	495,195	931142DV2	26950	501,608
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	225	4.298	499,035	3130AUZC1	27571	500,953
Bank of NY Mellon Co	USBGC	545,000	1.800	04/30/2021	561,197	04/24/2025	266	0.839	531,212	06406RAN7	27221	547,971
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	291	0.675	482,050	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	05/01/2025	304	4.773	100,024	56052AH90	27605	100,177
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	334	5.007	96,536	592098X69	27676	96,536
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	361	5.000	999,200	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	09/01/2025	385	1.229	240,823	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	379	1.950	498,600	283734TC5	27131	511,836
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	407	4.904	180,369	3130AWS92	27625	179,938
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	426	0.765	123,919	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	453	5.053	997,910	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	453	5.023	997,960	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	455	5.003	996,830	3134GYFX5	27523	1,000,000
Toyota Motor Credit	USBGC	250,000	5.400	08/26/2023	252,413	11/10/2025	466	4.960	251,753	89236TKK0	27808	251,297
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	481	0.798	934,410	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	496	0.615	473,380	3135G06J7	27136	500,232
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	508	0.825	469,090	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/08/2021	501,550	12/30/2025	516	0.576	472,450	3135G06Q1	27148	500,440
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	544	5.050	998,440	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	545	5.100	998,380	3130AUNJ9	27518	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	560	0.530	469,740	3130AKWA0	27166	499,923
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	565	5.150	999,460	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	572	4.226	519,327	58933YAY1	27526	522,224
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	573	0.500	470,025	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	576	4.200	34,159	17275RBC5	27481	34,362
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	578	3.996	199,994	3133EPCF0	27587	201,489
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	578	4.388	379,336	233851EC4	27588	382,650
Nestle Holdings Inc.	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	589	4.720	202,090	641062BK9	27603	201,580
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	628	1.000	474,815	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	652	1.082	470,195	91324PEC2	27231	500,608
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	699	4.385	249,430	040564HH0	27589	250,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	728	5.000	997,920	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	746	0.875	465,915	3130ANGX2	27253	500,000



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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
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	753	0.967	467,305	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	755	1.250	46,127	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	815	1.567	187,448	872898AA9	27332	200,780
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/08/2026	830	1.475	233,208	74460DAG4	27338	250,134
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	880	1.509	472,940	3130AQER0	27344	500,000
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	1,084	4.610	484,922	341271AE4	27725	484,242
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/08/2027	1,089	4.784	551,029	74368CBP8	27732	548,936
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,088	08/01/2027	1,095	4.376	483,399	796711H36	27722	485,441
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,116	4.136	144,615	023135BC9	27456	145,943
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,119	4.200	396,632	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	1,139	4.268	516,363	14913R2G1	27705	518,329
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	1,139	4.427	452,950	14913R2G1	27724	452,508
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	1,155	4.206	508,410	419792J64	27726	509,157
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,199	4.415	449,210	110122DP0	27723	450,728
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,217	4.214	503,005	023135CP9	27708	505,095
N. Texas Tollway Aut	USBGC	800,000	1.727	06/18/2024	727,928	01/01/2028	1,248	4.511	733,648	66285WB88	27777	730,362
Federal Home Loan Ba	USBGC	437,838	5.555	01/30/2023	438,275	01/27/2028	1,274	5.531	437,746	3130AUJJ4	27516	438,144
TCL Communications I	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,283	4.841	540,505	872287AL1	27716	536,294
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,447	4.950	256,713	6944PL2U2	27744	254,827
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,461	4.380	337,568	080495HR8	27785	335,474
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,461	4.419	271,278	76886PJR5	27784	269,211
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,461	4.346	171,718	7994082H1	27721	171,699
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,492	4.630	460,685	786089JH6	27776	454,403
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,492	4.346	233,295	799017VM7	27720	233,454
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,522	4.540	538,535	244199AW5	27717	537,299
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,522	4.440	486,760	59333P3Q9	27718	487,344
Toyota Motor Credit	USBGC	500,000	4.650	04/28/2024	491,485	01/05/2029	1,618	5.060	502,485	89236TLL7	27765	491,964
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,621	4.590	579,174	89236TFT7	27730	577,810
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,645	4.290	88,382	882669BX1	27783	88,419
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,673	4.602	515,710	13063D3P1	27766	510,105
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,685	5.162	509,785	02665WFE6	27764	494,670
Fund Total and Average		\$ 37,486,181	3.569		\$ 37,049,972		681	3.886	\$ 36,596,912			\$ 37,049,939

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	1,349,000	4.980	07/29/2024	1,319,702	01/02/2025	154	5.161	1,320,334	313385AB2	27787	1,320,262
Fund Total and Average		\$ 1,349,000	4.980		\$ 1,319,702		154	5.161	\$ 1,320,334			\$ 1,320,262

Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	219,000	4.980	07/29/2024	214,244	01/02/2025	154	5.161	214,346	313385AB2	27788	214,335
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Northern California Power Agency  
Treasurer's Report

07/31/2024

Hydro 2022B Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fund Total and Average		\$ 219,000	4.980		\$ 214,244		164	5.161	\$ 214,346			\$ 214,335

Hydro Special Reserve

First American Govt	USBGC	5,000	5.200		5,000		1	5.200	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	463	0.460	1,420,235	3135G06G3	27166	1,495,749
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		461	0.476	\$ 1,425,235			\$ 1,500,749
GRAND TOTALS:		\$ 40,554,181	3.509		\$ 40,086,714		653	3.808	\$ 39,556,827			\$ 40,085,285

\*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 07/31/2024

Callable Dates:

Inv #			Inv #		
26950	WMT	Anytime starting 10/15/2024	27517	FHLB	Quarterly
27004	FAMCA	Semi-annually	27518	FHLB	Quarterly
27131	ELPASO	Annually	27519	FHLB	Quarterly
27132	FFCB	Anytime	27521	FHLB	Quarterly
27135	CASDEV	Anytime	27522	FHLMC	Quarterly
27136	FNMA	Quarterly	27523	FHLMC	Quarterly
27140	JPM	Quarterly	27524	FHLMC	Quarterly
27165	FHLB	Anytime	27538	FHLMC	Quarterly
27221	BK	3/24/2025	27542	FHLMC	Quarterly
27253	FHLB	Quarterly	27589	AZSHGR	Anytime
27254	FHLB	Monthly	27725	FLSGEN	Anytime
27257	BAC	Semi-annually	27726	HIS	Anytime
27442	FHLB	Quarterly	27766	CAS	Anytime
27516	FHLB	Quarterly	27776	SACWTR	Anytime





Northern California Power Agency  
Treasurer's Report  
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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	285,077	5.430	09/13/2022	285,077		1	5.430	285,077	SYS70077	70077	285,077
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 285,077	5.430		\$ 285,077		1	5.430	\$ 285,077			\$ 285,077

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	782	0.010		782		1	0.010	782	SYS79004	79004	782
Federal Home Loan Ba	USBT	674,000	5.120	06/27/2024	659,142	11/29/2024	120	5.308	662,603	313384R43	27779	662,497
Federal Home Loan Ba	USBT	796,000	5.050	07/29/2024	781,931	12/02/2024	123	5.212	782,357	313384R76	27789	782,266
Fund Total and Average		\$ 1,470,782	5.079		\$ 1,441,855		122	5.253	\$ 1,445,742			\$ 1,445,545

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	806	0.010		806		1	0.010	806	SYS79012	79012	806
Federal Home Loan Ba	USBT	787,000	5.120	06/27/2024	769,651	11/29/2024	120	5.308	773,692	313384R43	27780	773,589
Federal Home Loan Ba	USBT	792,000	5.050	07/29/2024	778,001	12/02/2024	123	5.212	778,425	313384R76	27790	778,335
Fund Total and Average		\$ 1,579,806	5.082		\$ 1,548,458		121	5.257	\$ 1,552,923			\$ 1,552,710

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	661,000	5.120	06/27/2024	665,988	11/29/2024	120	5.308	669,484	313384R43	27781	669,378
Federal Home Loan Ba	USBT	679,000	5.050	07/29/2024	666,999	12/02/2024	123	5.212	667,362	313384R76	27791	667,284
Fund Total and Average		\$ 1,360,000	5.085		\$ 1,332,987		121	5.260	\$ 1,336,846			\$ 1,336,662

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	3,359	0.010		3,359		1	0.010	3,359	SYS79005	79005	3,359
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	43	4.468	19,987	3130ATVD6	27596	20,009
U.S. Treasury	USBT	38,000	5.100	08/27/2024	37,166	11/29/2024	120	5.286	37,359	912797HP5	27782	37,354
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2025	578	0.840	4,185,686	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	680	0.799	140,732	3130AN4T4	27270	150,205
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2025	866	4.080	3,604,433	91282CJP7	27700	3,612,335
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	05/30/2028	1,429	4.285	120,913	3130AWN63	27624	118,804
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,491	4.608	21,313	91282CHX2	27647	20,822
Fund Total and Average		\$ 8,371,359	2.444		\$ 8,398,461		716	2.320	\$ 8,133,782			\$ 8,392,888

LEC Iss#1 2010B BABS Subs Resv





## Northern California Power Agency

## Treasurer's Report

07/31/2024

## LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	158	0.010		158		1	0.010	158	SYS79006	79006	158
U.S. Treasury	USBT	2,315,000	5.095	06/13/2024	2,259,629	11/29/2024	120	5.292	2,275,946	912797HP5	27774	2,275,684
Fund Total and Average		\$ 2,315,158	5.095		\$ 2,259,787		120	5.292	\$ 2,276,104			\$ 2,275,842

## LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	261	0.010		261		1	0.010	261	SYS79013	79013	261
U.S. Treasury	USBT	838,000	5.095	06/13/2024	817,957	11/29/2024	120	5.292	823,863	912797HP5	27775	823,768
Fund Total and Average		\$ 838,261	5.093		\$ 818,218		120	5.291	\$ 824,124			\$ 824,029

## LEC O &amp; M Reserve

First American Govt.	USBGC	10,619	5.200		10,619		1	5.200	10,619	SYS70041	70041	10,619
California Asset Mgm	CMP	4,612,354	5.430	09/09/2022	4,612,354		1	5.430	4,612,354	SYS70075	70075	4,612,354
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Federal Farm Credit	USBGC	2,050,000	5.375	09/15/2023	2,053,075	09/13/2024	43	5.217	2,049,467	3133EPVU6	27640	2,050,361
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,589	12/01/2024	122	1.776	461,964	14912L6G1	26952	467,180
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	334	0.609	336,634	592112XC5	27845	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	334	0.609	144,119	592112XA9	27846	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	362	0.579	959,830	3136G4D75	27047	1,000,199
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	362	0.600	957,510	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	424	0.530	713,513	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	424	0.530	638,242	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	556	0.699	472,355	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	637	1.200	464,340	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	714	1.050	935,280	57629WDE7	27250	1,002,853
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	755	1.250	92,254	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	496,165	09/14/2026	774	1.227	465,660	14913R2Q9	27290	499,209
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	815	1.567	796,654	872898AA9	27335	853,314
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	830	1.490	480,407	74460DAG4	27310	515,110
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	830	1.475	992,531	74460DAG4	27341	1,064,570
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,034	3.654	183,446	088006KB6	27424	188,030
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,300	5.003	267,377	233851DF8	27609	264,171
Fund Total and Average		\$ 16,561,973	2.892		\$ 16,576,746		361	2.858	\$ 16,034,558			\$ 16,547,970

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GRAND TOTALS:	\$ 32,782,416	3,299	\$ 32,661,689	394	3,292	\$ 31,889,154.	\$ 32,660,723
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\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 07/31/2024

Callable Notes:

Inv #

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Debt and Interest Rate Management Report ending June 30, 2024

**AGENDA CATEGORY:** Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission accept the Debt and Interest Rate Management Report for the period ending June 30, 2024.

## **BACKGROUND:**

In accordance with the Debt and Interest Rate Management Policy, Section 20, *Monitoring and Reporting Requirements*, approved by the Commission in May 2023, the Finance team will provide a written report regarding the status of all fixed and variable rate debt and the Agency's interest rate swaps on a semi-annual basis to the Finance Committee and to the Commission.

The report, for the period ending June 30, 2024, is attached for your information and acceptance. Listed below is a summary of the report.

### Fixed Rate Debt

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

### Variable Rate Debt

The Agency no longer has variable rate debt.

### Interest Rate Swaps

The Agency no longer has interest rate swaps.

### Counterparties

N/A

### Rating Changes

Since the last report, NCPA received the following reports and/or notifications:

- Fitch Ratings affirmed its long-term rating of 'A' on the Lodi Energy Center Revenue Bonds, Issue One 2010 Series B
- Fitch Ratings issued a Credit Opinion on the Hydroelectric bonds noting a stable outlook of the credit quality (Aa3) for the next twelve months

## **FISCAL IMPACT:**

There is no fiscal impact in accepting the Debt and Interest Rate Management Report for the period ending June 30, 2024. There were no material changes, and no defaults and the ratings remained the same on the rated projects.

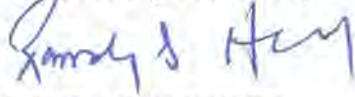
## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On August 6, 2024, the Finance Committee reviewed and approved the recommendation above for Commission acceptance.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Debt and Interest Rate Management Report as of June 30, 2024



## Debt and Interest Rate Management Report As of June 30, 2024

Monty Hanks  
August 2024



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▪ Fixed Rate Debt Overview	5
▪ Debt Overview by Project	
• Geothermal Project	7
• Hydroelectric Project	8
• Capital Facilities	9
• Lodi Energy Center	10



## Key Highlights from January – June 2024

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



# FIXED RATE DEBT OVERVIEW

## Fixed Rate Debt Overview

- Fixed Rate Debt
  - No changes since the last update
- Ratings
  - February 2024
    - Fitch Ratings affirmed its long-term rating of 'A' on the Lodi Energy Center Revenue Bonds, Issue One 2010 Series B
  - March 2024
    - Fitch Ratings issued a Credit Opinion on the Hydroelectric bonds noting a stable outlook of the credit quality (Aa3) for the next twelve months



NORTHERN CALIFORNIA POWER AGENCY

# DEBT OVERVIEW BY PROJECT



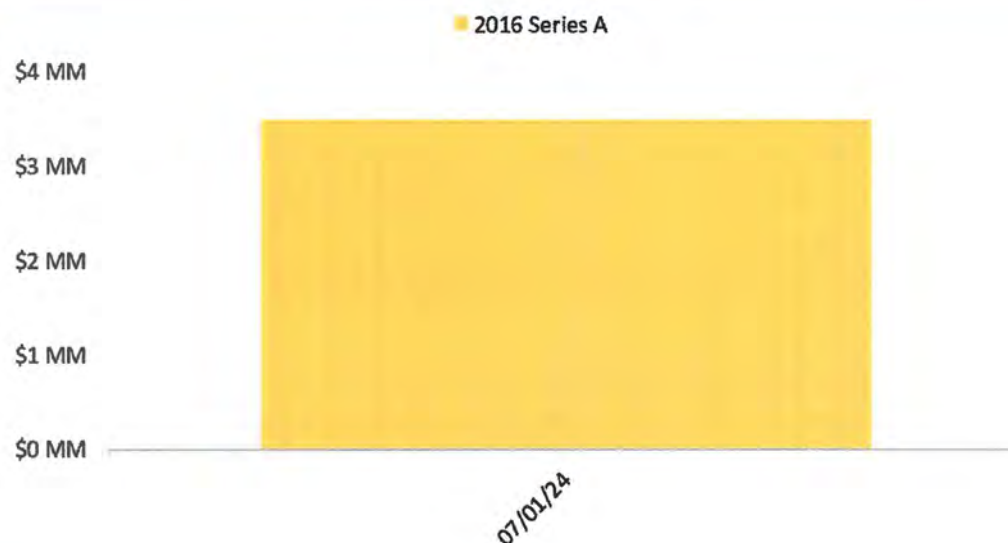


## Geothermal Project Debt Overview

### Geothermal Project Participation Percentages

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

### Geothermal Project Debt Service



### Summary of Outstanding Geothermal Project Debt

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

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2016 Series A	Tax-Exempt	Fixed-Rate	\$17,530,000	\$3,425,000	1.670%	-	7/1/2024

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

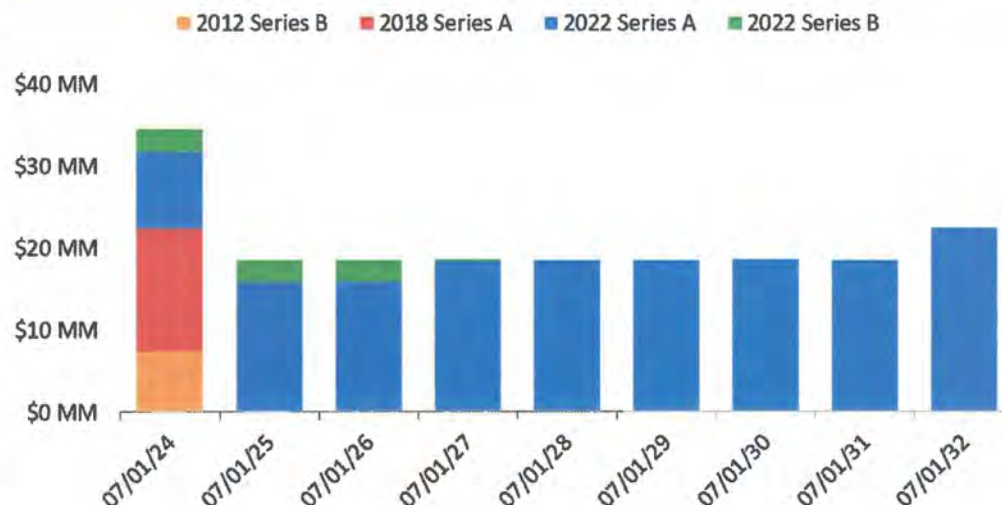


## Hydroelectric Project Debt Overview

### Hydroelectric Project Participation Percentages

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

### Hydroelectric Project Debt Service



### Summary of Outstanding Hydroelectric Project Debt

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

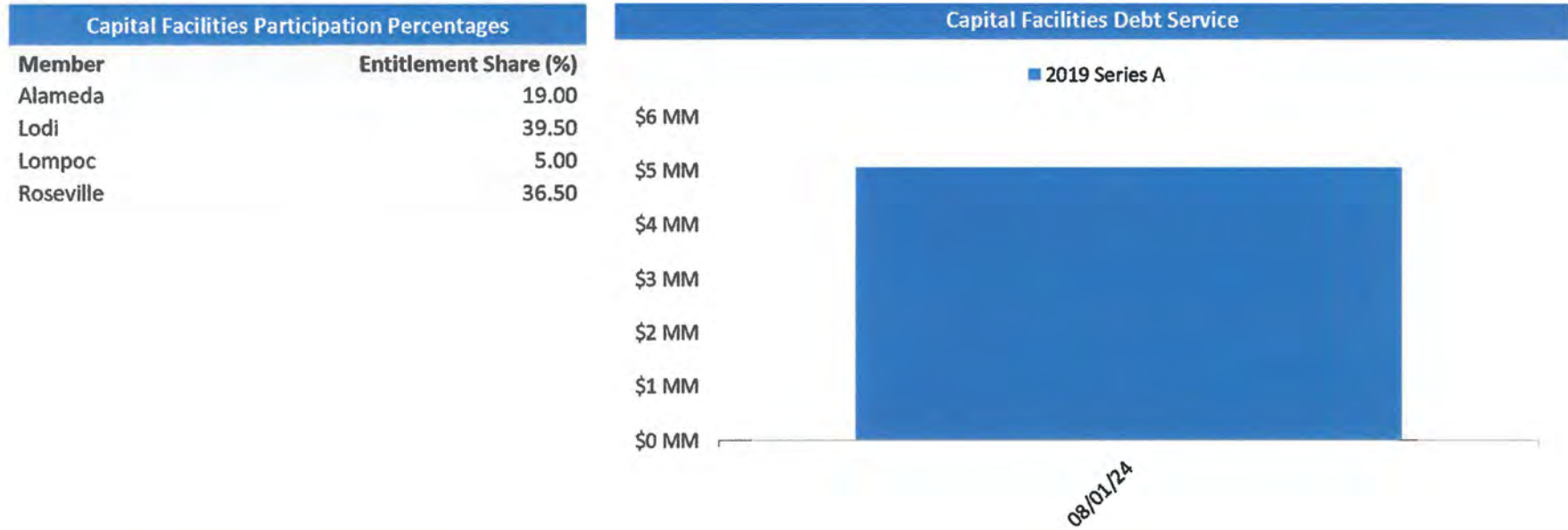
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2012 Series B	Taxable	Fixed-Rate	\$7,120,000	\$7,120,000	4.320%	Make-Whole	7/1/2024
2018 Series A	Tax-Exempt	Fixed-Rate	\$68,875,000	\$14,245,000	5.000%	Non-Callable	7/1/2024
2022 Series A	Tax-Exempt	Fixed-Rate	\$120,300,000	\$120,300,000	5.000%	Non-Callable	7/1/2032
2022 Series B	Taxable	Fixed-Rate	\$12,010,000	\$8,060,000	2.223%-2.593%	Make-Whole	7/1/2027

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





## Capital Facilities Debt Overview



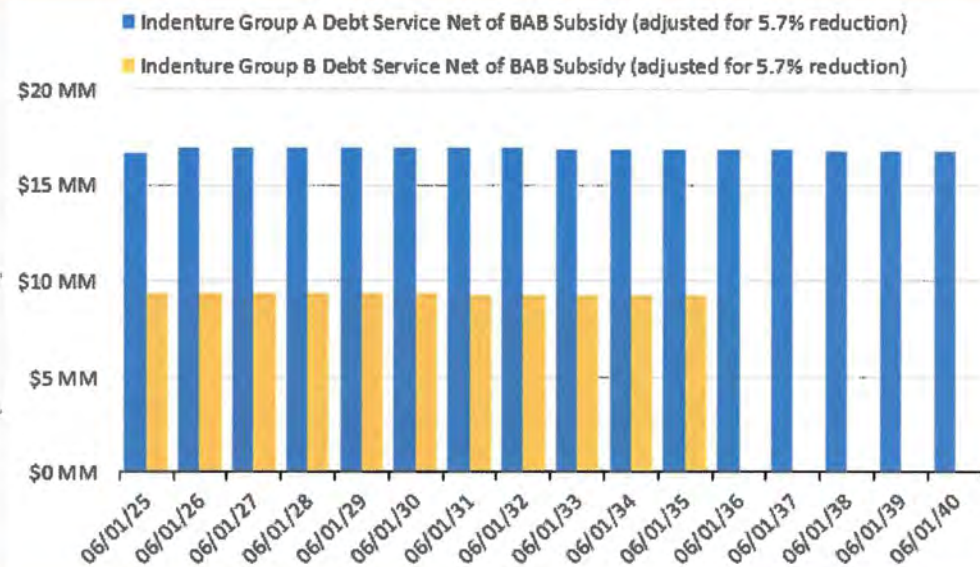
Summary of Outstanding Capital Facilities Debt							
Ratings (M/S/F): A1/-/- , Stable Outlook							
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2019 Series A	Tax-Exempt	Fixed-Rate	\$20,450,000	\$4,815,000	5.000%	-	8/1/2024

# Lodi Energy Center Debt Overview

LEC Participation Percentages

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

Lodi Energy Center Debt Service



Summary of Outstanding Lodi Energy Center Debt

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Next Call	Final Maturity
<b>Indenture Group A   Ratings (M/S/F): A1/A-/A, Stable Outlooks <sup>(1)</sup></b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$176,625,000	\$176,625,000	7.311% <sup>(2)</sup>	Make-Whole	6/1/2040
2017 Series A	Tax-Exempt	Fixed-Rate	\$38,970,000	\$7,825,000	2.270%	-	6/1/2025
<b>Indenture Group B—CADWR   Ratings (M/SF): Aa2/AAA/-, Stable Outlooks</b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$110,225,000	\$82,330,000	5.679% <sup>(2)</sup>	Make-Whole	6/1/2035

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

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





NORTHERN CALIFORNIA POWER AGENCY



•Geothermal



•Hydroelectric



•Combustion  
Turbines



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

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

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approve Resolution 24-84 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with CTi Controltech, Inc. for boiler and burner related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

## **BACKGROUND:**

Various boiler and burner related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Air Hygiene International and Montrose Air Quality Services.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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:**

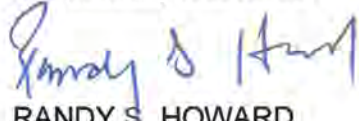
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

## **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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 August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 24-84
- Multi-Task General Services Agreement with CTi Controltech, Inc.



**RESOLUTION 24-84**

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

**(reference Staff Report 215:24)**

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

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

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
CTI CONTROLTECH, 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 CTi Controltech, Inc., a Delaware corporation] with its office located at 22 Beta Court, San Ramon, CA 94583 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2024 ("Effective Date") in Roseville, California.

**Section 1. SCOPE OF WORK.** Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or 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** FIVE HUNDRED THOUSAND dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto: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. An alternate employer endorsement shall be endorsed to the Workers Compensation coverage naming Agency as an alternate employer.

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

- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This

insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

**4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

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

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

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



- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

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

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



**5.3 Scope for General Services.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgements 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.

**5.4 Transfer of Title.** Not Applicable.

## **Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

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

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

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

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

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



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

**Section 8. TERMINATION AND MODIFICATION.**

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

In the event of termination, Contractor shall be entitled to compensation 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, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

### **Section 13. MISCELLANEOUS PROVISIONS.**

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

**13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

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

**13.8 Notices.** Any written notice to Contractor shall be sent to:

CTi Controltech, Inc.  
Attention: George Conostas  
22 Beta Court  
San Ramon, CA 94583

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.

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

NORTHERN CALIFORNIA POWER AGENCY

CTI CONTROLTECH, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**GEORGE CONSTAS,**  
**President**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF WORK**

CTi Controltech, Inc. ("Contractor") shall provide boiler and burner maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Design/Engineering/Configuration/Documentation/Field Engineering/Surveying
- Boiler/Burner Support including:
  - System and Component Set-Up
  - Testing
  - Training
  - Supervision
  - Consultation
  - Calibration
  - Boiler Load Tests
  - Start-Up
  - Maintenance

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

<u>Discipline</u>	<u>Base Rate</u>
Controls Engineer	\$275/hr
Project Manager / Engineer	\$260/hr
Systems Engineer	\$260/hr
Service Technician	\$250/hr
CAD Technician	\$200/hr

*The above rates are straight time, normal working hours of 8:00am to 5:00pm, Monday through Friday excluding CTi Controltech recognized holidays. Outside of normal working hours, overtime multiplier shall apply as follows:*

Outside of normal working hours, hours in excess of 8 hours/day and Saturdays x 1.5

Excess of 12 hours/day x 2.0

Sundays and holidays x 2.0

#### **Minimum Billing**

The minimum billing will be four (4) hours unless otherwise stated in the quotation. All billing will be made in one-half (½) hour increments. Off-site standby billing is a minimum of four (4) hours at that day's rate.

#### **Miscellaneous Materials**

Any miscellaneous materials required to complete the job will be billed at cost +15% unless otherwise stated in the quotation.

#### **Travel Time and Living Expenses**

The maximum billing for travel time, at the applicable rate, will be eight (8) hours per man for any one calendar day. Travel time and expenses for each man are portal to portal. Travel, meals and lodging will be billed at actual cost plus 15%. Mileage to and from the job site in company vehicle will be invoiced at current IRS rates.\*\*

#### **Cancellation or Change Notification**

Three (3) day notification of cancellation and/or schedule change is required. Otherwise, the job will be billed in its entirety.

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

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

CTi Controltech, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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



**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

I, \_\_\_\_\_

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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

**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:** August 22, 2024

**SUBJECT:** Chemical Waste Management, Inc. – Seeking Approval to Increase Authorized Funds for Industrial Waste & Disposal Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

**AGENDA CATEGORY:** Consent

**FROM:** Michael DeBortoli *MD*  
Assistant General Manager

**METHOD OF SELECTION:**  
*Sole Source*

**Division:** Generation Services *If other, please describe:*

**Department:** Geothermal

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approve Resolution 24-85 authorizing the General Manager or his designee to increase the authorized not to exceed amount for industrial waste and disposal services under the existing three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc. from \$225,000 to \$550,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.

## **BACKGROUND:**

Industrial waste and disposal services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. Effective April 15, 2022, NCPA entered into a three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc to provide hazardous waste disposal services at its Kettleman Hills landfill location for all NCPA Plant facilities on an as-needed basis. While the original agreement did not stipulate a dollar amount, NCPA executed the agreement with an authorized not to exceed amount of \$225,000, to be managed through its accounting systems process.

This agreement has been used frequently for ongoing hazardous waste disposal of sulfur material as well as larger projects, such as the Geothermal Plant 2 Cooling Tower Basin Cleanout Project, and the authorized funds for services under this agreement are running low. Staff is now seeking Commission approval to increase the authorized funds for this agreement from not to exceed \$225,000 to not to exceed \$550,000.

NCPA does not have any agreements in place for similar services with other vendors at this time.

## **FISCAL IMPACT:**

Upon Commission approval, the total authorized not-to-exceed amount for services under the agreement will increase from \$225,000 to \$550,000. As stated above, the agreement does not include an explicit not to exceed dollar amount, but NCPA manages the authorized dollar amount through its accounting system process. 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. Because of the nature of the hazardous materials being disposed of under this agreement, NCPA does not have any agreements in place for similar services with additional vendors at this time. NCPA previously had an enabling agreement with Chemical Waste Management's facility in Arlington, Oregon for hazardous waste disposal, however, utilizing that facility is cost prohibitive due to the trucking distance (approximately 613 miles) and also comes with increased risk due to hauling hazardous materials so far. For this reason, NCPA awards this work to Chemical Waste Management on a Sole Source Basis. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

### **ENVIRONMENTAL ANALYSIS:**

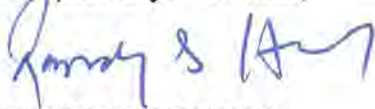
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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 August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

### **Attachments (2):**

- Resolution 24-85
- Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc.



## RESOLUTION 24-85

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY SEEKING APPROVING TO INCREASE AUTHORIZED FUNDS TO THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT WITH CHEMICAL WASTE MANAGEMENT, INC.

(reference Staff Report #216:24)

WHEREAS, industrial waste and disposal services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA; and

WHEREAS, effective April 15, 2022, NCPA entered into a three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc. to provide hazardous waste disposal services at its Kettleman Hills landfill location for all NCPA Plant facilities on an as-needed basis; and

WHEREAS, while the original agreement did not stipulate a dollar amount, NCPA executed the agreement with an authorized not to exceed amount of \$225,000, to be managed through its accounting systems process; and

WHEREAS, this agreement has been used frequently for ongoing hazardous waste disposal of sulfur material as well as larger projects, such as the Geothermal Plant 2 Cooling Tower Basin Cleanout Project, and the authorized funds for services under this agreement are running low; and

WHEREAS, NCPA is now seeking Commission approval to increase the authorized funds for this agreement from not to exceed \$225,000 to not to exceed \$550,000; 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 increase the authorized not-to-exceed amount for industrial waste and disposal services under the existing three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc. from \$225,000 to \$550,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY





## INDUSTRIAL WASTE &amp; DISPOSAL SERVICES AGREEMENT

**COMPANY:** CWM - Kettleman Hills Landfill  
A WASTE MANAGEMENT COMPANY

**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_

**Signed:** Eric Lynch  
3046C88DF16546B Authorized Signature  
**Name:** Eric Lynch  
**Title:** Area Dir - MandI Sales

**Effective Date:** \_\_\_\_\_ **Date:** 4/15/2022

**CUSTOMER:** Northern California Power Agency

**Address:** 651 Commerce Drive  
**City/State/Zip:** Roseville, GA 35678

**Signed:** Kandy S. Howard  
Authorized Signature  
**Name:** Kandy S. Howard  
**Title:** General Manager

**Term:** 3 years

**AGREEMENT**

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

## TERMS AND CONDITIONS

1. **SERVICES PROVIDED.** The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"), and Company shall have the exclusive right to manage all such Industrial Waste. "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/side-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. **CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. **TERM OF AGREEMENT.** The Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew for additional terms of twelve (12) months each ("Renewal Term") with initial term, collectively, the "Term" unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided, however, that the terms and conditions of this Agreement shall remain in full force and effect in accordance with its terms with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet and such Services are completed. Notice of termination received at any other time will be considered null and void and the Agreement will be considered automatically renewed upon completion of the then-existing term.

4. **INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless

(in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries, reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. **SPECIAL HANDLING; TITLE.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. **COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. **LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors' entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. **CHARGES AND PAYMENTS.** Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing and fuel costs or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with heat community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charge by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have



otherwise agreed to a different CPI as stated in an Exhibit A. Without limiting the foregoing, Company also reserves the right to adjust all pricing provided in an Exhibit A at any time with ten (10) days advance written notice to Customer. Changes to the Charges payable under this Agreement may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section may be applied singly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on a debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

**B. INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

**10. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, pandemics, epidemics, inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**11. RECYCLING SERVICES.** The following shall apply to the collection and recycling of fiber and non-fiber recyclables ("Recyclable Materials"). Special terms and conditions, if any, with respect to such Services shall be set forth on an exhibit to this Agreement and shall be incorporated herein. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, printshops, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissues, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. All Single Stream materials must be clean, dry, unshredded, empty, loose and unbagged. (ii) Source-separated waste paper, cardboard, plastics and metals shall consist of Customer's entire volume of such materials and be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time to time. (iii) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's cost. (iv) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to property, personnel or the public or materially impair the strength or the durability of structures or equipment (all "Excluded Materials"). (v) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer may be charged a contamination fee for increased handling, processing, transportation and disposal, including profit margin, related to such non-conforming Recyclable Materials and any Recyclable Materials which contain Excluded Materials. Additional

charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. (vi) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time to time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, an RMO credit may apply, at Company's sole discretion.

**12. ASSIGNMENT & SUBCONTRACTING.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

**13. ENTIRE AGREEMENT.** This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersede any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

**14. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to

payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested, in the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay and shall be liable for the Charges for the services performed the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste fire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

**15. EQUIPMENT.** All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s) or otherwise under its care, custody and control. Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

**16. CONFIDENTIALITY.** Except as required by Public Response Act, the parties agree that the rates set forth on Exhibit A, a Confidential Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

**17. MISCELLANEOUS.** (a) The prevailing party will be entitled to recover reasonable fees and costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and indemnification made by each party shall survive termination of this Agreement; (e) Company shall act as an independent contractor pursuant to this Agreement and nothing herein shall create a partnership, joint

venture or any other relationship between the parties.



# Certificate Of Completion

Envelope Id: 788D87BEFC5A4DB7BB7ED3EE949C26C7  
 Subject: Please DocuSign: Chemical\_Waste\_Management\_Kettleman\_Hills\_2022.pdf  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 1  
 AutoNav: Enabled  
 Envelopeid Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Eric Lynch  
 P.O. Box 4745  
 Portland , OR 97208-4745  
 elynch2@wm.com  
 IP Address: 98.37.239.123

# Record Tracking

Status: Original  
 4/26/2022 2:21:42 PM

Holder: Eric Lynch  
 elynch2@wm.com

Location: DocuSign

# Signer Events

Eric Lynch  
 elynch2@wm.com  
 Area Dir - Mandl Sales  
 CWM - Kettleman Hills Landfill  
 Security Level: Email, Account Authentication  
 (None)

# Signature

DocuSigned by:  
  
 3046C040F10540B

Signature Adoption: Pre-selected Style  
 Signed by link sent to elynch2@wm.com  
 Using IP Address: 98.37.239.123

# Timestamp

Sent: 4/26/2022 2:25:06 PM  
 Viewed: 4/26/2022 2:25:28 PM  
 Signed: 4/26/2022 2:28:44 PM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

# In Person Signer Events

# Signature

# Timestamp

# Editor Delivery Events

# Status

# Timestamp

# Agent Delivery Events

# Status

# Timestamp

# Intermediary Delivery Events

# Status

# Timestamp

# Certified Delivery Events

# Status

# Timestamp

# Carbon Copy Events

# Status

# Timestamp

# Witness Events

# Signature

# Timestamp

# Notary Events

# Signature

# Timestamp

# Envelope Summary Events

# Status

# Timestamps

Envelope Sent  
 Certified Delivered  
 Signing Complete  
 Completed

Hashed/Encrypted  
 Security Checked  
 Security Checked  
 Security Checked

4/26/2022 2:25:06 PM  
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 4/26/2022 2:28:44 PM

# Payment Events

# Status

# Timestamps



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Alpha Analytical Laboratories, Inc. – First Amendment to Five-Year Multi-Task Consulting Services Agreement for Laboratory Testing and Chemical Analysis Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approve Resolution 24-86 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc. for various laboratory testing and chemical analysis services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$325,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Various laboratory testing and chemical analysis services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA entered into a five-year Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc., effective September 24, 2020, for an amount not to exceed \$225,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has been primarily used by the Geothermal Facility for laboratory testing and chemical analysis, and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task Consulting Services Agreement, increase the not to exceed amount from \$225,000 to \$325,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA has an agreement in place for similar services with Thermochem, Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$325,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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 August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 24-86
- Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc.
- First Amendment to Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc.

RESOLUTION 24-86

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

(reference Staff Report #217:24)

WHEREAS, various laboratory testing and chemical analysis services are required from time to time for operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, effective September 24, 2020, NCPA entered into a Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc. to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, the agreement has been primarily used by the Geothermal Facility for laboratory testing and chemical analysis, and is now running low on funds; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task Consulting Services Agreement to increase the not to exceed amount from \$225,000 to \$325,000 to ensure sufficient funds are available for the remainder of the contract term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$325,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY





**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
ALPHA ANALYTICAL LABORATORIES, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Alpha Analytical Laboratories, Inc., a corporation with its office located at 208 Mason Street, Ukiah, CA 95482 ("Consultant") (together sometimes referred to as the "Parties") as of September 24, 2020 ("Effective Date") in Roseville, California.

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND** dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**4.4 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 10. MISCELLANEOUS PROVISIONS.**

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



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

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

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

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

Robbie C. Phillips  
President  
Alpha Analytical Laboratories, Inc.  
208 Mason Street  
Ukiah, CA 95482

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date 9/24/20

Randy S. Howard  
**RANDY S. HOWARD, General Manager**

ALPHA ANALYTICAL LABORATORIES, INC.

Date 9-16-20

Robert C. Phillips  
**ROBERT C. PHILLIPS, President**

Attest:

[Signature]  
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Alpha Analytical Laboratories, Inc., ("Consultant") shall provide various laboratory testing and chemical analysis for but not limited to the following, as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

Services include:

- Water Analysis
- Sulphur Analysis
- Geothermal Scale

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price
<b>Other (W)</b>				
Digest-Metals (Sulphur Furnace Digest)	-	1	10	\$10.00
Handling & Disposal	-	1	10	\$3.00
Hg EPA 7471 Modified for Sulphur	EPA 7471M	1	10	\$65.00
Hg EPA 7471 Standard	EPA 7471A	1	10	\$65.00
V EPA 6010 Standard	EPA 6010B	1	10	\$25.00

#### Turnaround Pricing

##### Digest-Metals (Sulphur Furnace Digest) by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$12.50	\$12.50
3 days	2 days	1 day	Same Day			
\$12.50	\$15.00	\$20.00	\$30.00			

##### Handling & Disposal by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
3 days	2 days	1 day	Same Day			
\$3.00	\$3.00	\$3.00	\$3.00			

##### Hg EPA 7471 Standard by EPA 7471A

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$65.00	\$68.25	\$71.50	\$74.75	\$78.00	\$81.25	\$84.50
3 days	2 days	1 day	Same Day			
\$97.50	\$113.75	\$130.00	\$195.00			

##### Hg EPA 7471 Modified for Sulphur by EPA 7471M

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$81.25	\$81.25
3 days	2 days	1 day	Same Day			
\$81.25	\$97.50	\$130.00	\$195.00			



### Turnaround Pricing

#### V EPA 6010 Standard by EPA 6010B

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$25.00	\$26.25	\$27.50	\$28.75	\$30.00	\$31.25	\$32.50
3 days	2 days	1 day	Same Day			
\$37.50	\$43.75	\$50.00	\$75.00			

Analytic Details							
Analyte	MDL	Reporting Limit	Surrogate %R	Dup RPD	Matrix Spike %R RPD	Blank Spike %R RPD	
<b>Metals by EPA 6000/7000 Series Methods:</b>							
Hg EPA 7471 Standard in Other (W) (EPA 7471A) Mercury	0.050	0.20 mg/kg		20	60 - 140	20	80 - 120
V EPA 6010 Standard in Other (W) (EPA 6010B) Vanadium	0.20	5.0 mg/kg		20	70 - 130	20	85 - 115
<b>Metals by Modified EPA 6000/7000 Series Method:</b>							
Hg EPA 7471 Modified for Sulphur in Other (W) (EPA 7471) Mercury	1.0	1.0 mg/kg		20	60 - 140	20	80 - 120

Container Information				
Analyte	Container	Preservation	Volume Required	Hold (Days)
<b>Matrix: Other (W)</b>				
Hg EPA 7471 Modified for Sulphur	2 oz. jar	6°C	25g	25
Hg EPA 7471 Standard	2 oz. jar	6°C	25g	25
V EPA 6010 Standard	4 oz. jar	None	2g	120

Prices are subject to change with the giving of 30 days' advance written notice to Agency.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Bobie Phillips  
(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

Alpha Analytical Labs Inc.  
(Company name)

for contract work at:

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

(Project name and location)

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

[Signature]  
(Signature of officer or agent)

Dated this 16 day of Sept, 20 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.

**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
ALPHA ANALYTICAL LABORATORIES, INC.**

This First Amendment ("Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Alpha Analytical Laboratories, Inc. ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective September 24, 2020, (the "Agreement") for Alpha Analytical Laboratories, Inc. to provide various laboratory testing and chemical analysis services at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a not to exceed amount of \$225,000 to a not to exceed amount of \$325,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows: Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE HUNDRED TWENTY-FIVE THOUSAND** dollars (\$325,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 10.7 Contract Administrator is replaced in its entirety as follows:

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

///

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3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

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

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

NORTHERN CALIFORNIA POWER AGENCY

ALPHA ANALYTICAL LABORATORIES, INC.

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

\_\_\_\_\_  
**ROBERT C. PHILLIPS, President**

Attest:

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

Approved as to Form:

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Veizades & Associates, Inc. – First Amendment to Five-Year Multi-Task Professional Services Agreement for Mechanical, Electrical, or Civil Engineering Services; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facility.

**AGENDA CATEGORY:** Consent

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

<b>IMPACTED MEMBERS:</b>		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input 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"/>
<i>If other, please specify</i>		Turlock
<hr/>		
<hr/>		



## **RECOMMENDATION:**

Approve Resolution 24-87 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Veizades & Associates, Inc. for mechanical, electrical, or civil engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, with no change to the contract term, for continued use at NCPA's Geothermal Facility.

## **BACKGROUND:**

Mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility. NCPA entered into a five-year Multi-Task Professional Services Agreement with Veizades & Associates, Inc. effective March 22, 2021 for an amount not to exceed \$225,000 at for use at NCPA's Geothermal Facility.

This agreement has been used by the Geothermal Facility extensively during the previous years, and the agreement is running low on funds. NCPA now desires to enter into a First Amendment to the current Multi-Task General Professional Services Agreement, increasing the not to exceed amount from \$225,000 to \$750,000 to ensure there are sufficient funds available for the remainder of the contract term, and amending Exhibit B – Compensation Schedule and Hourly Fees, as requested by the vendor, to reflect an increase in costs for existing and additional services. This agreement will continue to be available for use at the Geothermal Plant Facility.

NCPA has agreements in place for similar services with Coffman Engineers, Inc., GHD, Inc., Power Engineers and Mesa Associates, Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$750,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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".

RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 24-87
- Multi-Task Professional Services Agreement with Veizades & Associates, Inc.
- First Amendment to Multi-Task Professional Services Agreement with Veizades & Associates, Inc.

**RESOLUTION 24-87**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK PROFESSIONAL SERVICES  
AGREEMENT WITH VEIZADES & ASSOCIATES, INC.**

**(reference Staff Report #218:24)**

WHEREAS, mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility; and

WHEREAS, the Northern California Power Agency (NCPA) and Veizades & Associates, Inc. entered into a Multi-Task General Services Agreement, effective March 22, 2021 to provide such services; and

WHEREAS, this agreement has been used extensively during the previous years, and the agreement is running low on funds; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term, and amend Exhibit B – Compensation Schedule and Hourly Fees, as requested by the vendor, to reflect an increase in costs for existing and additional services; 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 Professional Services Agreement, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, with no change to the contract term, for continued use at NCPA's Geothermal Facility.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
VEIZADES & ASSOCIATES, INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Veizades & Associates, Inc., a corporation with its office located at 5 Third Street, Suite 400, San Francisco, CA 94103 ("Consultant") (together sometimes referred to as the "Parties") as of March 22, 2021 ("Effective Date") in Roseville, California.

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

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



## **Section 2.**

**COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND** dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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



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

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

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

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

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

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

**4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of hired and non-owned vehicles. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** Not Applicable

**4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the

Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

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

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

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

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

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

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

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

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

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

Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

**Section 7. LEGAL REQUIREMENTS.**

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;



- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

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

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Confidential Information and Disclosure.**
- 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to

Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** Not applicable.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Oiga M. Etcheverry  
Office Manager  
Veizades & Associates, Inc.  
Consulting Engineers  
5 Third Street, Suite 400  
San Francisco, CA 94103

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.



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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

VEIZADES & ASSOCIATES, INC.

Date 3/22/21

Date MARCH 12, 2021

Randy S. Howard  
RANDY S. HOWARD, General Manager

Henry Veizades  
HENRY VEIZADES, President

Attest:  
[Signature]  
Assistant Secretary of the Commission

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Veizades & Associates, Inc. ("Consultant") shall provide mechanical, electrical, or civil engineering services dedicated to the geothermal industry as requested by Northern California Power Agency ("Agency") for use at the Geothermal Plant Facility.

Such services will include, but are not limited to:

- Providing certified engineered drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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



VEIZADES & ASSOCIATES, INC.  
CONSULTING ENGINEERS

### RATES FOR OUR PROFESSIONAL SERVICES

(Effective July 1, 2019)

<u>STAFF POSITION</u>	<u>RATES</u>
Project Director	\$250.00
Engineering Manager	\$225.00
Senior Consultant	\$210.00
Project Manager	\$185.00
Project Engineer	\$170.00
Reservoir Engineer	\$180.00
Design Engineer	\$160.00
Junior Engineer	\$140.00
CAD Manager	\$140.00
CAD Designer	\$130.00
Office Manager	\$110.00
Services of Special Consultants/Subcontractors	At cost plus 15% handling charges
Shipping, reproduction, Travel Expenses, Telecommunications	At cost plus 10% handling charges
Mileage	\$0.575 per mile
In- House Reproduction	
8 1/2 x 11"	No Charge
11 x 17" Prints	\$ .50 each
11 x 17" Color Prints	\$2.50 each
Full Size CAD Drawings	\$7.50 each

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



**FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND  
VEIZADES & ASSOCIATES, INC.**

This First Amendment ("Amendment") to Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Veizades & Associates, Inc. ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective March 22, 2021, (the "Agreement") for Veizades & Associates, Inc. to provide mechanical, electrical, or civil engineering services at the NCPA Geothermal Plant Facility, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a not to exceed amount of \$225,000 to a not to exceed amount of \$750,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2024 calendar year and to allow for annual rate increases for new purchase orders upon 30 days' advance written notice; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 10.7 contract Administrator is replaced in its entirety as follows:

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



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

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

NORTHERN CALIFORNIA POWER AGENCY

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

VEIZADES & ASSOCIATES, INC.

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

\_\_\_\_\_  
**HENRY VEIZADES, President**

Attest:

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

Approved as to Form:

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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



**VEIZADES & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

#### **RATES FOR OUR PROFESSIONAL SERVICES**

(Effective June 1, 2024)

<b><u>STAFF POSITION</u></b>	<b><u>RATES</u></b>
Project Director	\$290.00
Engineering Manager	\$260.00
Senior Consultant / Senior Project Manager	\$230.00
Project Manager	\$220.00
Project Engineer	\$200.00
Design Engineer	\$185.00
Junior Engineer	\$170.00
CAD Manager	\$185.00
Senior CAD Designer	\$170.00
Office Manager	\$130.00
Services of Special Consultants/Subcontractors	At cost plus 15% handling charges
Shipping, reproduction, Travel Expenses, Telecommunications	At cost plus 10% handling charges
Mileage	IRS Posted Rates
Drone Service Charged	\$300/day
In- House Reproduction:	
8 1/2 x 11"	No Charge
11 x 17" Prints	\$5.50 each
11 x 17" Color Prints	\$25.00 each
Full Size CAD Drawings	\$75.00 each

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

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

**AGENDA CATEGORY:** Consent

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## **RECOMMENDATION:**

Approve Resolution 24-88 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Peterson Power Systems, Inc. for miscellaneous inspection, testing, and preventive maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Miscellaneous inspection, testing, and preventive maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA previously had an agreement in place with Peterson Power Systems, Inc., which has expired, NCPA has utilized this vendor in the past, and has a good working relationship with the 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 Koffler Electric Mechanical Apparatus Inc. dba Kemar, and Vince Sigal Electric, Inc.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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 August 12, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.



Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 24-88
- Multi-Task General Services Agreement with Peterson Power Systems, Inc.

**RESOLUTION 24-88**

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

**(reference Staff Report #219:24)**

WHEREAS, miscellaneous inspection, testing, and preventive 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), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Peterson Power Systems, Inc. is a provider of these services; and

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

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
PETERSON POWER SYSTEMS, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Peterson Power Systems, Inc., a corporation with its main office located at 2828 Teagarden Street, San Leandro, CA 94577 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_ ("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 (7) calendar days from the date of the Contractor's receipt and acknowledgement 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 (7) 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](mailto: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.** Intentionally Omitted

**4.4 Pollution Insurance.** Intentionally Omitted

**4.5 All Policies Requirements.**

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

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

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

**4.5.4 Additional Certificates and Endorsements.** 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 reasonably acceptable 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.** Either Party may cancel this Agreement at any time for cause upon ten (10) business days' prior written notice to the other Party, unless Contractor is performing Work on an open Purchase Order, in such case, Contractor must provide thirty (30) days' notice. Either Party may cancel this Agreement at any time for convenience upon thirty (30) days' prior written notice to the other Party.

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 shall issue a written notice to cure to Contractor. If, following ten (10) business days from the Contractor's receipt of written notice to cure from Agency, Contractor has not adequately cured the default, 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 to the extent prepared by Contractor for 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 for or obtains under this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to return 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 beyond its consultants, subcontractors, vendors or manufacturers with a direct need-to-know, any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all project records or documents (excluding financials) 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 project 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 reasonable prior 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/vendors 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/or 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.** Agency acknowledges that Contractor is not the manufacturer of the new and used equipment, trucks, attachments, components, technology and parts (collectively, "Goods"). Contractor will pass through to Agency the manufacturer's warranty to the extent permitted by the terms of such warranty as to the Goods or any manufacturer's warranty of or for such goods. For services purchased by Agency from Contractor, Contractor warrants that its services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In addition to all other rights and remedies which Agency may have, during the applicable warranty period(s), 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 applicable warranty period(s) 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 material 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 assignable warranties.

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

Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

Contract Review  
Peterson Power Systems, Inc.  
2828 Teagarden Street  
San Leandro, CA 94577

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 and conditions 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 terms and conditions of the Exhibits attached hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms and conditions of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

**13.16 Limitation of Liability/Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

**13.17 Non-Solicitation.** To the extent permitted by law, during the term of this Agreement and for one (1) year thereafter, the Parties will not, except with the prior written consent of the other Party, directly or indirectly, solicit or hire, or encourage the solicitation or hiring of any person who is, or was within a six (6) month period prior to such solicitation or hiring, an employee of the other Party or any of its affiliates for any position as an employee, independent contractor, consultant or otherwise. Nothing herein shall preclude either Party from hiring the other Party's employee or former employee if said individual was identified by the hiring Party solely, without any solicitation or encouragement of any sort by the hiring Party, as a result of said individual's response to a general advertisement, including but not limited to advertisements through newspapers, trade publications, periodicals, or internet database, or efforts by any recruiting or employment agencies, not specifically directed at employees of the other Party or any of its affiliates, or former employees of the other Party or any of its affiliates.

**13.18 Force Majeure.** Neither party shall be liable for delays due to events beyond its reasonable control.

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

NORTHERN CALIFORNIA POWER AGENCY

PETERSON POWER SYSTEMS, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**JOHN KRUMMEN, Executive VP**

Attest:

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

Approved as to Form:

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

**EXHIBIT A**  
**SCOPE OF WORK**

Peterson Power Systems, Inc. ("Contractor") shall provide miscellaneous inspection, testing, and preventive maintenance related services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Services included, but not limited to the following:

- Inspection services
- Load testing
- Air compressor engine service only
- Generator and Stand-by Generator service
- Engine service
- Replacement parts
- Rental or Equipment

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



## **EXHIBIT B**

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

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

#### **2024 Labor Rates & Service Fees**

##### **On-Site Hourly Labor Rates**

- \$239/hr. Normal Business Hours 7:30am – 4pm, weekdays
- \$335/hr. Before 7:30am and after 4pm weekdays & Saturday (overtime)
- \$450/hr. Sundays (double time)

Environmental Fee 3%: Calculated on total work order labor.

Misc. Supplies Fee 3%: Calculated on total work, with a cap of \$500

Fuel Surcharge \$90. Calculated per truck, per each visit to customer's site.

Note: Emergency call outs are subject to a 4-hour minimum.

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

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

\_\_\_\_\_  
(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**EXHIBIT D**

**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:** August 22, 2024

**SUBJECT:** KGS Group International, Inc. – Five-Year Multi-Task Professional Services Agreement for Project Support Related Engineering Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 24-89 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with KGS Group International, Inc. for project support related engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPA and SCPA Members.

## **BACKGROUND:**

Various project support related engineering consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPA and SCPA Members. 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 AECOM Technical Services Inc, Condor Earth Technologies Inc, Gannett Fleming Inc, GEI Consultants, GHD Inc, Mead & Hunt Inc, and Provost & Pritchard Consulting Group.

## **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:**

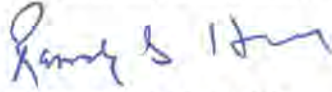
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

## **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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 August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", written in a cursive style.

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 24-89
- Multi-Task Professional Services Agreement with KGS Group International, Inc.

**RESOLUTION 24-89**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH KGS  
GROUP INTERNATIONAL, INC.**

**(reference Staff Report 220:24)**

WHEREAS, various project support related engineering consulting 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, KGS Group International, Inc. is a provider of these services; and

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY





**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
KGS GROUP INTERNATIONAL, INC**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and KGS Group International, Inc., a C-corporation, with its office located at 410 Bellevue Way SE, Suite 301, Bellevue, WA 98004 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2024 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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



- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

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

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

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

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

**4.4 All Policies Requirements.**

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

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

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

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



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

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

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

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

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

**5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

**5.3 Limitation of Liability.** Notwithstanding any other provision of this Agreement, and subject to the provisions of California law (see, e.g., civ. Code § 1668) the aggregate liability of the Consultant, and the Consultant's officers, directors, employees, subcontractors, agents and anyone for whom the consultant is responsible at law, for any losses, obligations, claims, demands, damages,

liabilities, suits, actions, costs, fees and/or expenses arising out of or in connection with this agreement or the performance or non-performance of the services, including negligent acts and omissions, or howsoever arising shall be and is hereby limited four million dollars (\$4,000,000.)

The liability of each party with respect to a claim (which includes demands, losses, expenses, causes of action, liabilities and costs, including legal costs) against the other is limited to direct damages only and neither party will have any liability whatsoever for indirect, incidental, economic or consequential loss or damage, including and whether or not the following are determined in any proceeding to be direct damages: loss of profit, revenue, production, business, contracts or opportunity and/or increased cost of capital, financing or overhead.

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

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

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

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

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

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

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

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

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

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

**7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall exercise usual and customary professional care and judgment in complying with applicable laws in effect as of the Effective Date.

**7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses,

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

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

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the



Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

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

**9.4 Confidential Information and Disclosure.**

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

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

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any

permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

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

**10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

**10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

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

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

KGS Group International, Inc.  
Andi Bogdanovic  
410 Bellevue Way SE, Suite 301  
Bellevue, WA 98004

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive

Roseville, CA 95678

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
  - 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the



Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

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

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

NORTHERN CALIFORNIA POWER AGENCY

KGS GROUP INTERNATIONAL, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
ANDI BOGDANOVIC,  
General Manager and Regional Director

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

KGS Group International, Inc. ("Consultant") shall provide engineering consulting related as requested by Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Engineering Consulting;
- Civil, Environmental, Geotechnical and Structural Engineering;
- Engineering Geology;
- Mechanical/Electrical Plant Engineering;
- Mapping / Land Surveying / GIS;
- Development of Construction Drawings, Plans, Specifications, Technical Documents, Report and Presentation;
- Verification of Greenhouse Gas Reporting;
- Other Regulatory Reporting and Consulting;
- Construction Observation and Testing;
- Special Inspections; and
- Other Miscellaneous Engineering Tasks.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

Billing Category	2024 Cali Rates USD
Clerical 1	\$104
Clerical 2	\$114
Clerical 3	\$125
Tech Level 1	\$125
Tech Level 2	\$140
Tech Level 3	\$151
Tech Level 4	\$166
Tech Level 5	\$192
Tech Level 6	\$205
Tech Level 7	\$218
Prof Level 1	\$140
Prof Level 2	\$161
Prof Level 3	\$192
Prof Level 4	\$218
Prof Level 5	\$244
Prof Level 6	\$286
Prof Level 7	\$320
Prof Level 8	\$345

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

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

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



**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_

(Name of person signing affidavit)(Title)

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

KGS Group International, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Second Amendment to General Services Agreement between the Northern California Power Agency and Ulteig Operations, LLC for Meter Maintenance

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Tony Zimmer <i>TZ</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Power Management	<i>If other, please describe:</i>
<b>Department:</b>	Power Management	

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

Approve Resolution 24-96 approving the Second Amendment to General Services Agreement between Northern California Power Agency ("NCPA") and Ulteig Operations, LLC ("Ulteig") for Meter Maintenance ("Second Amendment"), and authorizing the General Manager of NCPA, or their designee, to enter into the Second Amendment on behalf of NCPA, including any non-substantial modifications to the Second Amendment recommended and approved by the NCPA General Counsel.

## **BACKGROUND:**

NCPA, acting on behalf of the Pool Members<sup>1</sup>, entered into a General Services Agreement dated effective June 1, 2023, (the "Agreement") pursuant to which Ulteig Engineers, Inc. provides electric meter maintenance and support services for the Pool Member meters located throughout California. The Agreement was subsequently amended (the "First Amendment") on February 21, 2024, assigning its work from Ulteig Engineers, Inc., to Ulteig Operations, LLC.

NCPA and Ulteig now desire to enter into the Second Amendment to amend Sections, 4.2.1, 4.2.2 and 4.3 of the Agreement to modify each such Section to increase Ulteig's allowed self-insured retention or deductible limits from \$100,000 to \$500,000, as such limits apply to Ulteig's Commercial General Insurance, Automobile Liability Insurance, and Professional Liability Insurance requirements.

## **FISCAL IMPACT:**

Work associated with developing the Second Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

## **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.

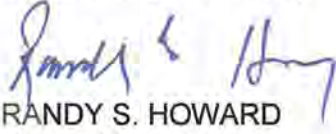
## **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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.

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<sup>1</sup> The Pool Members including the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, the Port of Oakland, and Plumas-Sierra Rural Electric Cooperative.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 24-96
- Second Amendment



## **RESOLUTION 24-96**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE SECOND AMENDMENT TO GENERAL SERVICES AGREEMENT BETWEEN NORTHERN CALIFORNIA POWER AGENCY AND ULTEIG OPERATIONS, LLC FOR METER MAINTENANCE**

**(reference Staff Report 227:24)**

WHEREAS, Northern California Power Agency ("NCPA"), acting on behalf of the Pool Members<sup>1</sup>, entered into a General Services Agreement dated effective June 1, 2023, (the "Agreement") pursuant to which Ulteig Engineers, Inc. provides electric meter maintenance and support services for the Pool Member meters located throughout California; and

WHEREAS, the Agreement was subsequently amended (the "First Amendment") on February 21, 2024, assigning its work from Ulteig Engineers, Inc., to Ulteig Operations, LLC. ("Ulteig"); and

WHEREAS, NCPA and Ulteig now desire to enter into the Second Amendment to General Services Agreement between Northern California Power Agency and Ulteig Operations, LLC for Meter Maintenance (the "Second Amendment") to amend Sections, 4.2.1, 4.2.2 and 4.3 of the Agreement to modify each such Section to increase Ulteig's allowed self-insured retention or deductible limits from \$100,000 to \$500,000, as such limits apply to Ulteig's Commercial General Insurance, Automobile Liability Insurance, and Professional Liability Insurance requirements; and

WHEREAS, work associated with developing the Second Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 24-96 approving the Second Amendment to General Services Agreement between Northern California Power Agency and Ulteig Operations, LLC for Meter Maintenance, and authorizing the General Manager of NCPA, or their designee, to enter into the Second Amendment on behalf of NCPA, including any non-substantial modifications to the Second Amendment recommended and approved by the NCPA General Counsel.

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<sup>1</sup> The Pool Members including the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, the Port of Oakland, and Plumas-Sierra Rural Electric Cooperative.

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

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

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

ATTEST: \_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**SECOND AMENDMENT TO GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND ULTEIG OPERATIONS, LLC FOR  
METER MAINTENANCE**

This Second Amendment ("Amendment") to the Agreement is entered into by and between the Northern California Power Agency ("Agency") and Ulteig Operations, LLC ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Parties entered into a General Services Agreement dated effective June 1, 2023, (the "Agreement") for Ulteig Engineers, Inc. to provide electric meter maintenance and support services for the NCPA Member meter locations located throughout California; and

WHEREAS, the Parties entered into a First Amendment to the Agreement on February 21, 2024, assigning its work from Ulteig Engineers, Inc., to Ulteig Operations, LLC; and

WHEREAS, the Parties now desires to amend Section 4.2.1, Section 4.2.2 and Section 4.3 of the Agreement as further set forth herein; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Section 4.2.1 of the Agreement is hereby deleted and replaced with the following:

**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 \$500,000. No endorsement shall be attached limiting the coverage.

2. Section 4.2.2 of the Agreement is hereby deleted and replaced with the following:

**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 \$500,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3. Section 4.3 of the Agreement is hereby deleted and replaced with the following:

**4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed five hundred thousand dollars (\$500,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

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

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

NORTHERN CALIFORNIA POWER AGENCY

ULTEIG OPERATIONS, LLC

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

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

Attest:

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

Approved as to Form:

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





# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Appointment to the NCPA Finance Committee

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Jerry Serventi	<b>METHOD OF SELECTION:</b>
	Chair	N/A
<b>Division:</b>	Commission	
<b>Department:</b>	Commission	

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

The Commission Chair is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 24-83 appointing Joanna Cucchi, Electric Utility Financial Administrator for the City of Roseville / Roseville Electric, as a member of the Finance Committee.

## **BACKGROUND:**

The NCPA Amended and Restated Rules of Procedures (aka By-Laws) provide for a standing Committee known as the Finance Committee. The purpose of the Finance Committee is to assist the Commission, the Executive Committee, the Chair, the Chief Financial Officer, and the General Manager in fulfilling its responsibilities to:

- Report upon all financial, accounting, and/or auditing matters;
- Review management's plans to administer NCPA's financial risk;
- Review NCPA's capital management, planning activities, investment, and debt management policies;
- Review NCPA's financial performance, including the performance of the investment and debt portfolios, and other significant financial activities;
- Review NCPA's pension strategy and performance; and
- Review NCPA's health care costs, post-employment (OPEB) benefits, and funding.

Per the Finance Committee Charter, an open seat shall be appointed by the Commission Chair and then ratified by the Commission. Current members of the Finance Committee are as follows:

Mikey Hothi, Lodi, Chair  
Katie Edgar, City of Healdsburg  
DeAnna Hilbrants, Santa Clara/SVP  
Eric Campbell, Roseville Electric  
Teri Alderson, Alameda Municipal Power

Eric Campbell, Roseville Electric, requested to step down as a member thereby creating a vacant position on the Finance Committee. Nominations were received and discussed by the Finance Committee. It was recommended that Joanna Cucchi be appointed to the Finance Committee. Joanna currently serves as the Electric Utility Financial Administrator for Roseville Electric and has been with the utility since 2009. Before joining Roseville Electric, she worked for the City of Roseville's Planning Department and the Los Angeles Metropolitan Transportation Authority. She received her Bachelor's degree in 2000 from Whittier College and her Masters from Cal Poly Pomona in 2005. With over 23 years of public agency experience, Joanna would be an excellent fit for the Finance Committee.

## **FISCAL IMPACT:**

There is no fiscal impact in appointing Joanna Cucchi as a member of the Finance Committee.

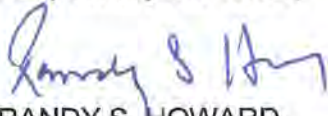
**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On August 6, 2024 the Finance Committee unanimously recommended Joanna Cucchi, Electric Utility Financial Administrator for the City of Roseville / Roseville Electric be appointed as a member of the Finance Committee.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**RESOLUTION 24-83**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPOINTING JOANNA CUCCHI AS A MEMBER OF THE FINANCE COMMITTEE**

**(reference Staff Report #214:24)**

WHEREAS, the Northern California Power Agency (NCPA) Commission established the Amended and Restated Rules of Procedures (aka NCPA By-Laws) provide for a standing Committee known as the Finance Committee; and

WHEREAS, the purpose of the Finance Committee is to assist the Commission, the Executive Committee, the Chair, the Chief Financial Officer, and the General Manager in fulfilling its responsibilities to report upon all financial, accounting, and/or auditing matters; and

WHEREAS, Eric Campbell (Roseville) requested to step down as a member creating a vacancy on the Finance Committee; and

WHEREAS, a nomination was received and discussed by the Finance Committee and it is recommended that Joanna Cucchi, Electric Utility Financial Administrator for Roseville Electric, be appointed as a member of the NCPA Finance Committee; and

WHEREAS, an open seat shall be appointed by the Commission Chair and then ratified by the Commission; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission Chair is recommending the Northern California Power Agency Commission adopt the resolution appointing Joanna Cucchi, City of Roseville / Roseville Electric as a member of the Finance Committee.

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

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

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

\_\_\_\_\_  
ATTEST: CARRIE POLLO  
ASSISTANT SECRETARY





# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Combustion Turbine Facilities 2025 Outages; Applicable to the following: The Northern California Power Agency (NCPA) Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility.

**AGENDA CATEGORY:** Discussion/Action

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

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

Approve Resolution 24-90 authorizing the Combustion Turbine Facilities 2025 Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$627,500, to be funded from the Maintenance Reserve.

## BACKGROUND:

NCPA's Combustion Turbine Facilities have planned outages scheduled from January 1, 2025 through January 31, 2025 (CT1 Alameda) and May 1, 2025 through May 31, 2025 (CT1 Lodi) for work related to the 2025 outages. During the outages, the CT1 Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the units are operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2025 outages.

Listed below are highlights of work to be performed as a part of the outages:

- Fire System Inspection and Testing
- Gas Compressor Maintenance
- CT Borescope Inspection
- Scaffold and Insulation Support
- BOP Maintenance
- Gas Turbine Inlet Expansion Joint Repairs
- Gas Turbine Lube Oil Replacement Project

## FISCAL IMPACT:

### CT1 2025 Outage Costs

Balance of Plant	\$127,000
Electrical Systems	\$193,500
Gas Turbine	\$143,500
Stacks	\$10,000
Buildings and Grounds	\$85,000
Incidentals	\$15,000
Water Treatment	\$3,500
Contingency	\$50,000
	\$627,500

### FY25 Budget

Maintenance Reserve	\$627,500
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The budgetary funds to complete the CT Facilities 2025 Outages will come from the pre-collected funds in the Maintenance Reserve (Account # 265-010-005-610-044-002). A table detailing the impact of these expenses on the Maintenance Reserve is included below.

Balances

Maintenance Reserve Balance (6/30)	\$4,050,941
FY25 Contributions	\$729,000
Outage Work	(562,500)
Approved FY2025 Budget Funds	\$645,772
End of FY25 Balance	\$4,152,441

**SELECTION PROCESS:**

In accordance with NCPA's procurement policies and procedures, NCPA will solicit bids to perform the work required for this Project. Bids will be evaluated and work will be awarded to the contractors 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:**

These activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2024 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 24-90



**RESOLUTION 24-90**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE COMBUSTION TURBINE FACILITIES 2025 OUTAGES**

**(reference Staff Report #221:24)**

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Combustion Turbine facility near Alameda, CA, consisting of two power plants, and a Combustion Turbine facility near Lodi, CA, consisting of one power plant; and

WHEREAS, in accordance with proper maintenance of the facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in January and May 2025; and

WHEREAS, during the outages, the Combustion Turbine Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outages; and

WHEREAS, on August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval; and

WHEREAS, these activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2024 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 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 Combustion Turbine Facilities 2025 Outages and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not to exceed \$627,500, to be funded from the Maintenance Reserve.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY





# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Geysers Reservoir Model Calibration and Forecast Project; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facility.

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli <i>mg</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Sole Source</i>
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Geothermal	

<b>IMPACTED MEMBERS:</b>		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input 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"/>
<i>If other, please specify</i>		Turlock
<hr/> <hr/>		

## **RECOMMENDATION:**

Approve Resolution 24-91 authorizing the Geysers Reservoir Model Calibration and Forecast Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$263,000, to be funded from the approved Geothermal Facility FY 2025 Operations and Maintenance Budget.

## **BACKGROUND:**

NCPA's Geothermal Facility uses reservoir modeling software to simulate the long-term steam production and generation that would occur under various operating scenarios. This software is used as a modeling tool to guide injection strategy in an effort to maximize generation from the facility. NCPA previously used an older simulation software called TETRAD, however, in 2022, NCPA upgraded to a new simulation software called ECLIPSE. The ECLIPSE software is more effective at modeling superheated reservoir conditions as found in the Geysers, resulting in better forecasts of steam production.

Forecast runs using the new model suggest that deep parts of the reservoir have cooled from too much water injection and new injection strategies should be considered. To investigate new injection strategies, NCPA is proposing the Geysers Reservoir Model Calibration and Forecast Project. The proposed scope of work for this project is to:

- Update the production and injection history data in the model
- Recalibrate the model to better match the superheated conditions in the reservoir
- Provide six forecast runs under various injection strategies.
- Provide additional forecasts to optimize injection strategies (optional)

## **FISCAL IMPACT:**

The total cost of this project is anticipated not to exceed \$263,000. The Commission specifically approved funds in the Geothermal Facility's FY2025 Operations and Maintenance Budget for reservoir modeling and, if approved, the project will be funded in this manner.

A breakdown of the project costs is shown in the table below

Description	Amount \$
Update production & injection history	\$9,000
Recalibrate Model	\$125,000
Implement new injection strategy	\$12,000
Perform 6 forecasts	\$42,000
Contingency ~ 40% (Additional Forecasts)	\$75,000
Total	\$263,000

### **SELECTION PROCESS:**

The ECLIPSE software used by NCPA in the geothermal modeling was adapted for use specifically for geothermal resources by GeothermEx. Additionally, GeothermEx is the only contractor familiar with the NCPA modeling. As such, they are the only vendor capable of updating and running the model to provide forecasts in a timely manner. There are no other vendors with the ability to update the model in the ECLIPSE software as required in the scope of work for this project. For that reason, staff is recommending awarding the project to GeothermEx on a Sole Source Basis.

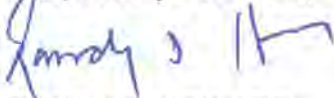
### **ENVIRONMENTAL ANALYSIS:**

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

### **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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,



RANDY S. HOWARD  
General Manager

#### **Attachments:**

- Resolution 24-91

## **RESOLUTION 24-91**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEYSERS RESERVOIR MODEL CALIBRATION & FORECAST PROJECT**

**(reference Staff Report #222:24)**

WHEREAS, NCPA's Geothermal Facility uses reservoir modeling software to simulate the long-term steam production and generation that would occur under various operating scenarios. This software is used as a modeling tool to guide injection strategy in an effort to maximize generation from the facility; and

WHEREAS, in 2022, NCPA upgraded to a new reservoir modeling software called ECLIPSE which is more effective at modeling superheated reservoir conditions as found in the Geysers, resulting in better forecasts of steam production; and

WHEREAS, forecast runs using the reservoir model suggest that deep parts of the reservoir have cooled from too much water injection and new injection strategies should be considered. To investigate new injection strategies, NCPA is proposing the Geysers Reservoir Model Calibration and Forecast Project; and

WHEREAS, the scope of work for the project will include updating the production and injection history data in the model, recalibrating the model to better match the superheated conditions in the reservoir, providing six forecast runs under various injections strategies, and providing additional forecasts to optimize injection strategies; and

WHEREAS, the total cost of this project is anticipated not to exceed \$263,000, to be funded from the approved FY 2025 Geothermal Operations and Maintenance Budget; and

WHEREAS, the ECLIPSE software used by NCPA in the geothermal modeling was adapted for use specifically for geothermal resources by GeothermEx. Additionally, GeothermEx is the only contractor familiar with the NCPA modeling. As such, they are the only vendor capable of updating and running the model to provide forecasts in a timely manner. There are no other vendors with the ability to update the model in the ECLIPSE software as required in the scope of work for this project. For that reason, staff is recommending awarding the project to GeothermEx on a Sole Source Basis; 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 Geysers Reservoir Model Calibration and Forecast 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, without further approval by the Commission, for a total not to exceed \$263,000, to be funded from the approved Geothermal Facility FY 2025 Operations and Maintenance Budget.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Pacific Gas & Electric (PG&E) Negotiated Gas Transmission Rates; Applicable to the following: Northern California Power Agency (NCPA) Combustion Turbine Facilities

**AGENDA CATEGORY:** Discussion/Action

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

## 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 checked="" 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 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*

Azusa, CDWR, Modesto,

PWRPA

## RECOMMENDATION:

Approve Resolution 24-92 authorizing the General Manager or his designee to negotiate gas transmission rates with Pacific Gas and Electric ("PG&E"), or accept the standard variable rates, as well as authority to execute agreements Pursuant to D.24-03-002, as approved by the California Public Utility Commission ("CPUC").

## BACKGROUND:

In July 2016, PGE increased local gas transmission rates by 212% for LEC, while raising Back-Bone transmission rates by just 6% for many competitors. This large price differential led to a ~70% reduction in LEC generation.

NCPA, working through the Northern California Generation Coalition ("NCGC"), participated in negotiating a revised rates structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate, allowing NCPA's Combustion Turbines to bid competitively against generators on the back-bone. Due to these negotiated rates, LEC's capacity factor resumed to normal by the end of 2017.

In December 2022, the NCPA Commission approved an extension of the previously negotiated Rate Agreement. This extension enabled NCPA's Combustion Turbines to operate under the agreed rates beyond the original expiration date of December 31, 2022. At the same time, NCGC and other stakeholders engaged in settlement workshops with PG&E to establish a long-term "EG-LT Fixed or Variable Rate Option" through a comprehensive all-party settlement agreement process.

On July 22, 2024, the CPUC approved PG&E's GT&S CARD Advice Letter filing, 4913-G. This approval allows for the implementation of end-use gas and unbundled rates based on the revenue requirements set by the 2023 General Rate Case (GRC), along with the allocations and rate design outlined in the CARD Settlement agreement, including the "EG-LT Fixed or Variable Rate Option."

On July 24, 2024, PG&E sent an email to NCPA and other settlement parties to offer negotiated "EG-LT Fixed or Variable Rate Options." The following includes a timeline of events, in 2024, and next steps:

- July 22, 2024 - CPUC approved PG&E's advice letter, 4913-G, to implement revenue requirements from the 2023 GRC along with the CARD Settlement
- July 24, 2024 - Parties received an offer letter for negotiated rates.
- **August 9, 2024 - Last day for parties to respond to PG&E email offer letter**
- August 10-31, 2024 - Draft Negotiated Rate Contracts
- **September 6, 2024 - Contract must be signed**
- September 30, 2024 - Current Contract end if electing a new negotiated rate
- October 1, 2024 - If elected, new negotiation rates begin
- October 31, 2024 - Current negotiated rates end

NCPA staff is recommending that the General Manager be delegated the authority to negotiate gas transmission rates with PG&E, or accept the standard variable rates, as well as the authority to execute any agreements or related forms as needed. If this authority is not granted or NCPA

chooses not to enter into negotiated agreements with PG&E, NCPA's Combustion Turbines plants will default to the standard variable rate structure previously approved by the CPUC.

**FISCAL IMPACT:**

The negotiated rate structure will allow NCPA to effectively choose the best rate design for CT1, CT2, or LEC to reduce cost and maximize market efficiency.

**SELECTION PROCESS:**

PG&E is the only provider of natural gas delivery in Lodi and Alameda.

**ENVIRONMENTAL ANALYSIS:**

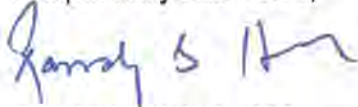
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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 August 12, 2024, Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 24-92



## **RESOLUTION 24-92**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE PACIFIC GAS & ELECTRIC (PG&E) NEGOTIATED GAS TRANSMISSION RATES**

**(reference Staff Report #223:24)**

WHEREAS, in July 2016, PGE increased local gas transmission rates by 212% for LEC, while raising Back-Bone transmission rates by just 6% for many competitors. This large price differential led to a 76% reduction in LEC generation; and; and

WHEREAS, NCPA, working through the Northern California Generation Coalition ("NCGC"), participated in negotiating a revised rates structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate, allowing NCPA's Combustion Turbines to bid competitively against generators on the back-bone; and

WHEREAS, in December 2022, the NCPA Commission approved an extension of the previously negotiated Rate Agreement. This extension enabled NCPA's Combustion Turbines to operate under the agreed rates beyond the original expiration date of December 31, 2022; and

WHEREAS, on July 22, 2024 the CPUC approved PG&E's GT&S CARD Advice Letter filing, 4913-G. This approval allows for the implementation of end-use gas and unbundled rates based on the revenue requirements set by the 2023 General Rate Case (GRC), along with the allocations and rate design outlined in the CARD Settlement agreement, including the "EG-LT Fixed or Variable Rate Option"; and

WHEREAS, NCPA staff now recommends that the General Manager be delegated the authority to negotiate gas transmission rates with PG&E, or accept the standard variable rates, as well as the authority to execute any agreements or related forms as needed. If this authority is not is not granted or NCPA chooses not to enter into negotiated agreements with PG&E, NCPA's Combustion Turbines plants will default to the standard variable rate structure previously approved by the CPUC; 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 negotiate gas transmission rates with Pacific Gas and Electric ("PG&E"), or accept the standard variable rates, as well as authority to execute agreements Pursuant to D.24-03-002, as approved by the California Public Utility Commission ("CPUC").

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Collierville Powerhouse Tailrace Landslides Repair Project; Applicable to the following: The Northern California Power Agency (NCPA) Hydroelectric Facility.

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli <i>MD</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
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 24-93 authorizing the Collierville Powerhouse (CVPH) Tailrace Landslides Repair Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$1,515,000, and authorizing \$1,515,000 from the approved FY25 Hydroelectric Budget to fund the project. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

## **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 tailrace.

During the 2023 winter storms, the CVPH tailrace landslides occurred, during a declared winter disaster. A FEMA claim was submitted. The removal of debris removal and replacement of the rock slope protection is needed to restore safe access to the powerhouse and full unobstructed powerhouse flows.

Two out of four permits have been received for the CVPH Tailrace Landslides Repair Project. The remaining two permits should be received by September 2024. The site work is planned for September 2024 – November 2024. Should the Project not be approved, the work will need to be conducted in October 2025, due to weather, and NCPA will need to resubmit the approval(s) and permit process next year.

## **FISCAL IMPACT:**

The total cost for engineering, design, maintenance services and permits for the Project is anticipated not to exceed \$1,515,000. Funds for the Project were included in the approved FY25 Hydroelectric budget.

Estimated Cost Breakdown:

\$1,200,000	Maintenance services estimate
\$60,000	Engineering services during work
\$120,000	Onsite management
\$135,000	Contingency (10%)
<b>\$1,515,000 TOTAL</b>	

## **SELECTION PROCESS:**

NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid 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. Bids will be due on August 21, 2024.

#### **ENVIRONMENTAL ANALYSIS:**

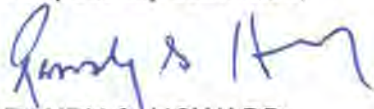
The proposed activities of the Collierville Powerhouse Tailrace Landslides Repair Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d). A Notice of Exemption for this project was filed on June 26, 2024. This project consists of routine, recurring maintenance to existing equipment and facilities.

The CVPH Tailrace Landslides Repair Project requires four permits from various Agencies for approval. The California Department of Fish and Wildlife (CDFW) determined that the project is exempt from CDFW's Permit 1600. The Army Corps of Engineers (USACE) Permit 404 has reviewed and determined the project is non-reportable under NWP 3(a). The State Water Resources Control Board (SWRCB) Permit 401 WQC is anticipated for approval in August 2024. The Federal Energy Regulatory Commission (FERC) authorization is anticipated for approval in September 2024.

#### **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on August 7, 2024. 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,



RANDY S. HOWARD  
General Manager

#### **Attachments:**

- Resolution 24-93

RESOLUTION 24-93

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE COLLIERVILLE POWERHOUSE TAILRACE LANDSLIDES REPAIR PROJECT

(reference Staff Report #224:24)

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 Stanislas River Hydroelectric Development Project; and

WHEREAS, the 2023 winter storms caused the CVPH tailrace landslides, declaring a winter disaster and a FEMA claim submission. The removal of debris and replacement of the rock slope protection is needed to restore safe access to the powerhouse and full powerhouse flows; and

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

WHEREAS, the proposed activities of the Collierville Powerhouse Tailrace Landslides Repair Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d). A Notice of Exemption for this project was filed on June 26, 2024. This project consists of routine, recurring maintenance to existing equipment and facilities; and

WHEREAS, the Collierville Powerhouse Tailrace Landslides Repair Project requires four permits from various Agencies for approval. We are exempt from Permit 1600 with the California Department of Fish and Wildlife (CDFW). The Army Corps of Engineers (USACE) Permit 404 has reviewed and determined the project is non-reportable under NWP 3(a). The State Water Resources Control Board (SWRCB) Permit 401 WQC is anticipated for approval in August 2024. The Federal Energy Regulatory Commission (FERC) authorization is anticipated for approval in September 2024; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Collierville Powerhouse Tailrace Landslides Repair 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, without further approval by the Commission, for a total not to exceed amount of \$1,515,000, and approval of these funds to come from the approved FY25 Hydroelectric Budget. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

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

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

JERRY SERVENTI  
CHAIR

ATTEST:

CARRIE POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Lodi Energy Center FX Upgrade Project; Applicable to the following: The Northern California Power Agency (NCPA) Lodi Energy Center.

**AGENDA CATEGORY:** Discussion/Action

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

## 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 type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input checked="" type="checkbox"/>	City of Palo Alto <input 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 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*

Azusa, CDWR, Modesto

PWRPA

## **RECOMMENDATION:**

Approve Resolution 24-94 authorizing the Lodi Energy Center FX Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$17,500,000, with \$7,113,672 to be funded from the CEC Grant, and authorizing \$4,766,666 from the approved FY25 Lodi Energy Center Budget, and further authorizing \$3,059,831 to be collected in FY26 and \$2,559,831 to be collected in FY27, pending future budget approvals, to fund the project.

## **BACKGROUND:**

Siemens has developed a new product that is available for LEC as an upgrade. The product is called the SGT6-5000F-F(X) Gas Turbine ("FX Upgrade"). Siemens describes it as an aerodynamic upgrade in that it radically changes the shape and efficiency of the turbine blades. As a result of the new blades, Siemens is also able to take full advantage of the existing combustion system, allowing it to burn at higher temperatures, produce more power at all ambient temperatures, and produce power more efficiently. This improved efficiency benefits both the new power as well as all the existing megawatts.

The Northern California Power Agency (NCPA) is recommending implementation of the FX Upgrade so that the efficiency and power improvements will benefit Lodi Energy Center and its Participants. The project will upgrade the existing gas turbine and augment the plant's output by up to 19 megawatts and improve the efficiency by 350 BTU/KWHr. The project is expected to cost approximately \$17,500,000. Due to constraints at CAISO, NCPA will not be able to submit a large generator interconnection request until Cluster 16 opens up. Until that time, this project will only be able to take advantage of filling in ambient derates. During normal combustion turbine operation, there is always a range of power capabilities of the turbine, depending upon the ambient temperature. Usually the most power is made during cold temperatures. For example, during cold days in winter, LEC can produce 304 MW. But during the summer, this may become derated to only about 275 MW. Not only does this project propose to increase the maximum power capability of LEC, it will also produce more power during the warm conditions.

The table below shows the expected heat rate improvement over the operating range of LEC. The line for 315 MW is shown as struck out due to the initial operating conditions where it can only operate to improve ambient derate conditions without exceeding Pmax.



### 1. As-Is and defined in the PMOA

Net Power (MW)	HR (Btu/kwh)	Gas (mmBTU/Hr)
175	7450	1304
200	7200	1440
225	7130	1804
250	7081	1770
275	6971	1917
284	6870	1951
302.58	6850	2073

### 2. FX Upgrade

Net Power (MW)	HR (Btu/kwh)	Gas (mmBTU/Hr)	HR Improvement
175	7222.5	1264	227.5
200	6972.5	1395	227.5
225	6885	1549	245
250	6838	1709	245
275	6708.5	1845	262.5
302.58	6590	1994	280
345	6500	2048	350

On December 7, 2023, the California Energy Commission (CEC) released a competitive solicitation to grant funds for the purchase and installation of efficiency upgrades and capacity additions to existing bulk grid power generators in California that will serve as emergency supply for the state's electrical grid during extreme events, as part of the Distributed Electricity Backup Asset program.

NCPA submitted a grant application to the CEC on February 20, 2024, requesting \$7,113,672 to support the FX Upgrade Project at the Lodi Energy Center.

The CEC selected and recommended NCPA for \$7,113,672 in funding, contingent upon the approval of the project at a publicly noticed CEC business meeting and execution of a corresponding Grant Agreement.

NCPA desires to enter into a Grant Agreement with the CEC to accept the proposed funding for the FX Upgrade Project should NCPA's FX Upgrade Project be approved by the CEC for grant funding. The project must be completed by June 30, 2027 or the grant may be forfeited.

### FISCAL IMPACT:

As a result of the cluster process described above, the economic evaluation here only considers the benefits of the efficiency improvement and the filling in of the ambient derates. The extra power increase and the Resource Adequacy benefits have not been included. As a result, the strong economic benefits as evaluated is enough to recommend going forward with this project. Any benefit that comes in the future will only serve to improve the already strong economics. The total cost for the LEC FX Upgrade Project is anticipated not to exceed \$17,500,000. \$7,113,672 will be funded from the CEC Grant. The remaining funds for the project will be collected over the next three years. A collection of \$4,766,666 was included and approved in the

FY25 Lodi Energy Center budget. NCPA intends to collect \$3,059,831 in FY26 and \$2,559,831 in FY27, pending future budget approvals, to fund the project.

One adverse impact due to the receipt of the grant is that LEC will be required to complete the upgrade by June 30, 2027. This will be about 1-year in advance of its normally planned outage. As a result, this will trigger the true-up cost component of the Siemens agreement, as the full life of the components had not been realized. The estimated cost of the true-up is about \$2,100,000. The net value of the grant benefit is about \$5,000,000 as a result of this impact. There are a number of factors that can affect the true-up, so the exact amount of true up will not be known until the start of the outage when the exact number of operating hours and starts is known.

The table below represents the difference in market conditions between LEC with the current turbine configuration and LEC with the new engine configuration. While it shows cost increases across the board, this is due to the fact that it is also producing more megawatt hours. LEC is able to achieve this for two important reasons. The first is that it is able to produce more power, the second is that it is more efficient, creating more opportunities for it to be awarded and run in the market. The Net Value highlighted in Purple, shows the potential annual benefits to the Participants should this project be implemented

Model Differential Outcomes	2027	2028	2029	2030	2031
Generation Increase (MWH)	254,809	324,385	252,109	247,322	281,154
Cost					
GHG Cost Increase (\$)	3,533,457	4,805,402	3,787,730	3,780,066	4,508,354
VOM Increase (\$)	300,675	382,774	297,489	291,840	331,762
Gas Cost Increase (\$)	9,401,816	12,581,240	9,895,308	10,398,807	11,763,887
GMC Cost Increase (\$)	90,534	115,254	89,574	87,874	99,894
Start-Up Cost Increase (\$)	750,000	1,025,000	875,000	900,000	1,150,000
Total Cost Increase (\$)	14,076,482	18,909,670	14,945,102	15,458,587	17,853,876
Total Revenue Increase (\$)	18,755,539	23,842,164	19,051,910	19,584,698	22,109,815
Net Value (\$)	4,679,057	4,932,494	4,106,808	4,126,112	4,255,939

Project Cost	\$17,500,000
Grant Benefit	\$7,113,672
Net Cost to Participants	\$10,386,328
Combined net value of Energy and Efficiency Only (Through 2035)	\$38,677,445
Net Benefit to Participants	\$28,291,117
Payback Period	2 years, 3 months
IRR	37%
NPV	\$15.5M



There is no impact to the terms and conditions of the Siemens agreement.

### **SELECTION PROCESS:**

On December 7, 2023, the CEC released a competitive solicitation to grant funds for the purchase and installation of 1) efficiency upgrades and 2) capacity additions to existing bulk grid power generators in California that will serve as emergency supply for the state's electrical grid during extreme events (as defined in Public Resources Code [PRC] section 25790.5[b]). In accordance with the *Distributed Electricity Backup Assets (DEBA) Program Guidelines, First Edition*, GFO-23-401. This solicitation aims to fund eligible projects to strengthen electricity reliability and prioritizes 1) feasible, cost-effective zero- and low-emission resources, and then 2) feasible, cost-effective conventional resources. Grant funding under this solicitation is intended to accelerate project timelines and fill gaps in the market that are preventing implementation of eligible projects. Proposals were due February 20, 2024. The CEC received twelve proposals. Each proposal was screened, reviewed, evaluated, and scored using the solicitation criteria. All proposals passed administrative screening however one proposal failed technical screening.

This notice and awardees for GFO-23-401 are posted on the CEC's website at <https://www.energy.ca.gov/funding-opportunities/awards>.

### **ENVIRONMENTAL ANALYSIS:**

The CEC is requiring both PPC and NCPA supply adopted resolutions providing authorization to NCPA's General Manager to execute all related forms and agreements including the Grant Agreement needed to accept the proposed grant prior to the CEC's Business Meeting where the CEC will formally award the FX Upgrade Project grant and where the CEC will also adopt their analysis of the environmental impacts of the FX Upgrade satisfying the requirements of California Environmental Quality Act (CEQA). Furthermore, and upon confirmation of receipt of the FX Upgrade Project grant, NCPA will proceed with ordering equipment, signing the Grant Agreement and constructing the FX Upgrade Project without further approval from PPC or NCPA's Commission.

LEC PPC's decision to accept the proposed grant and authorize the General Manager to enter into the Grant Agreement recognizes that the CEC cannot allow construction of the LEC FX Upgrade Project prior to completing the CEC's environmental review of the potential impacts of this project. The CEC is by statute the lead agency for the evaluation of environmental impacts under CEQA through its equivalent process for LEC. LEC staff has applied for an amendment to LEC's construction and operating license from the CEC for this project. NCPA staff cannot begin construction on this project until the CEC has evaluated the environmental impacts of the project and imposed any required mitigation measures through an amendment to LEC's License. As part of the CEC's review of this project, the CEC will review the evaluation of air quality impacts conducted by the San Joaquin Valley Air Pollution Control District ("Air District"). LEC Staff has prepared and filed an application for an amended permit to construct and ultimately, if built, a permit to operate with the Air District for the LEC FX Upgrade Project. The Air District's modified permit conditions will be included in the amended CEC License, if granted.

Regarding potential environmental impacts, the LEC FX Upgrade results in an energy efficiency upgrade for LEC. As an energy efficiency upgrade, LEC will be able to generate electrical energy without increasing fuel input for a majority of LEC's range of production. In general, the FX Upgrade Project will decrease environmental impacts associated with production by LEC up to

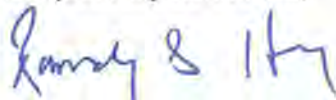
the current electric generation of LEC. For times when LEC is called to run in excess of current production, there will be a small increase in emissions due to the increase in mass flow rates. The CEC and the Air District are analyzing these impacts and evaluating the need for any mitigation measures.

Until the CEC has completed its environmental review of the FX Upgrade Project, the CEC cannot grant LEC an amendment to LEC's CEC License and authorize construction. Thus, the Grant Agreement will require: 1) NCPA Staff to complete the amendment process, that includes the CEC's CEQA equivalent environmental review process, 2) NCPA Staff to complete the Air District's permit to construct and permit to operate processes, and 3) NCPA Staff to obtain an amended CEC License for LEC prior to beginning construction of the LEC FX Upgrade Project. Because these conditions will be included in the Grant Agreement and they do not allow construction of the LEC FX Upgrade Project until after the environmental review process as required by CEQA is complete, LEC PPC can approve execution of the Grant Agreement and approve the FX Upgrade Project now.

#### **COMMITTEE REVIEW:**

The recommendation above was considered by the Lodi Energy Center Project Participant Committee during the July 22, 2024 Special LEC PPC Meeting. The motion passed, however, the vote was divided. As stipulated in the Lodi Energy Center Power Sales Agreement (PSA) because the project exceeds the Threshold Amount of \$5,000,000, different voting rules apply. In this case, any dissenting participants have 10 calendar days from the initial date of approval to request a Generation Entitlement Share (GES) vote. A GES vote for this item was requested by a dissenting participant. The requested GES vote took place during the August 12, 2024 regular Lodi Energy Center Project Participant Committee meeting, and the recommendation above was approved.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 24-94



## **RESOLUTION 24-94**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE LODI ENERGY CENTER FX UPGRADE PROJECT**

**(reference Staff Report #225:24)**

WHEREAS, Siemens has developed a new product that is available for the Lodi Energy Center (LEC) as an upgrade, called the SGT6-5000F-F(X) Gas Turbine ("FX Upgrade"). The product will allow the combustion system to burn at higher temperatures, produce more power at all ambient temperatures, and produce power more efficiently; and

WHEREAS, the Northern California Power Agency (NCPA) is recommending implementation of the FX Upgrade so that efficiency and power improvements will benefit the LEC and its Participants, augmenting the plant's output by up to 19 megawatts and improve the efficiency by 350 BTU/KWHr; and

WHEREAS, the project is expected to cost approximately \$17,500,000; and

WHEREAS, on December 7, 2023, the California Energy Commission (CEC) released a competitive solicitation to grant funds for the purchase and installation of efficiency upgrades and capacity additions to existing bulk grid power generators in California that will serve as emergency supply for the state's electrical grid during extreme events, as part of the Distributed Electricity Backup Asset program; and

WHEREAS, NCPA submitted a grant application to the CEC on February 20, 2024, requesting \$7,113,672 to support the FX Upgrade Project at the LEC; and

WHEREAS, the CEC selected and recommended NCPA for \$7,113,672 in funding, contingent upon the approval of the project at a publicly noticed CEC business meeting and execution of a corresponding Grant Agreement; and

WHEREAS, NCPA desires to enter into a Grant Agreement with the CEC to accept the proposed funding for the FX Upgrade Project should NCPA's FX Upgrade Project be approved by the CEC for grant funding. The project must be completed by June 30, 2027 or the grant may be forfeited; and

WHEREAS, the CEC is requiring both PPC and NCPA supply adopted resolutions providing authorization to NCPA's General Manager to execute all related forms and agreements including the Grant Agreement needed to accept the proposed grant prior to the CEC's Business Meeting where the CEC will formally award the FX Upgrade Project grant and where the CEC will also adopt their analysis of the environmental impacts of the FX Upgrade satisfying the requirements of California Environmental Quality Act (CEQA). Furthermore, and upon confirmation of receipt of the FX Upgrade Project grant, NCPA will proceed with ordering equipment, signing the Grant Agreement and constructing the FX Upgrade Project without further approval from PPC or NCPA's Commission; and

WHEREAS, LEC PPC's decision to accept the proposed grant and authorize the General Manager to enter into the Grant Agreement recognizes that the CEC cannot allow construction of the LEC FX Upgrade Project prior to completing the CEC's environmental review of the potential impacts of this project. The CEC is by statute the lead agency for the evaluation of environmental impacts under CEQA through its equivalent process for LEC. LEC staff has applied for an amendment to LEC's construction and operating license from the CEC for this project. NCPA staff cannot begin construction on this project until the CEC has evaluated the environmental impacts of the project and imposed any required mitigation measures through an amendment to LEC's License. As part of the CEC's review of this project, the CEC will review the evaluation of air quality impacts conducted by the San Joaquin Valley Air Pollution Control District ("Air District"). LEC Staff has prepared and filed an application for an amended permit to construct and ultimately, if built, a permit to operate

with the Air District for the LEC FX Upgrade Project. The Air District's modified permit conditions will be included in the amended CEC License, if granted; and

WHEREAS, the LEC FX Upgrade results in an energy efficiency upgrade for LEC. As an energy efficiency upgrade, LEC will be able to generate electrical energy without increasing fuel input for a majority of LEC's range of production. In general, the FX Upgrade Project will decrease environmental impacts associated with production by LEC up to the current electric generation of LEC. For times when LEC is called to run in excess of current production, there will be a small increase in emissions due to the increase in mass flow rates. The CEC and the Air District are analyzing these impacts and evaluating the need for any mitigation measures; and

WHEREAS, until the CEC has completed its environmental review of the FX Upgrade Project, the CEC cannot grant LEC an amendment to LEC's CEC License and authorize construction. Thus, the Grant Agreement will require: 1) NCPA Staff to complete the amendment process, that includes the CEC's CEQA equivalent environmental review process, 2) NCPA Staff to complete the Air District's permit to construct and permit to operate processes, and 3) NCPA Staff to obtain an amended CEC License for LEC prior to beginning construction of the LEC FX Upgrade Project. Because these conditions will be included in the Grant Agreement and they do not allow construction of the LEC FX Upgrade Project until after the environmental review process as required by CEQA is complete, LEC PPC can approve execution of the Grant Agreement and approve the FX Upgrade Project now; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the FX Upgrade Project and delegates authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$17,500,000, with \$7,113,672 to be funded from the CEC Grant, and authorizing \$4,766,666 from the approved FY25 Lodi Energy Center Budget, and further authorizing \$3,059,831 to be collected in FY26 and \$2,559,831 to be collected in FY27, pending future budget approvals, to fund the project.

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

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

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

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY




26

# Commission Staff Report

**COMMISSION MEETING DATE:** August 22, 2024

**SUBJECT:** Lodi Energy Center 2025 Spring Outage; Applicable to the following: Northern California Power Agency (NCPA) Lodi Energy Center Facility

**AGENDA CATEGORY:** Discussion/Action

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

## 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 type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" type="checkbox"/>	City of Palo Alto	<input 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 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*

Azusa, CDWR, Modesto

PWRPA

## RECOMMENDATION:

Approve Resolution 24-95 authorizing the LEC 2025 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,845,656.

## BACKGROUND:

The Lodi Energy Center has a planned Spring outage scheduled from April 1, 2025 through April 30, 2025 for work related to the 2025 Spring outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2025 Spring outage.

Listed below are highlights of major work to be performed as a part of the 2025 Spring outage:

1. HRSG Maintenance
  - a. New redesigned reheater 3 supports
2. Gas Turbine Borescope Inspection
3. DCS Patch and Software Updates
4. Electrical Maintenance
5. High Energy Piping Survey
6. ST Drains Replacement and BOP Steam Valves Maintenance
7. Water Treatment Plant Maintenance
8. Service Water Piping Replacement
9. Incidentals
  - a. Cranes
  - b. Porta Potties
  - c. Trailers / Guard
  - d. Forklift / Manlift
  - e. Scaffold
  - f. Insulation
  - g. Confined Space
  - h. Rental Equipment

## FISCAL IMPACT:

### LEC 2025 Spring Outage Projected Costs

Balance of Plant	"	\$693,000
Electrical Systems	"	\$153,656
Gas Turbine	"	\$210,000
HRSG / Steam	"	\$915,000
Incidentals	"	\$172,000
Steam Turbine	"	\$212,000
Water Treatment	"	\$190,000
Contingency	"	\$300,000
		\$2,845,656

The budgetary funds to complete the 2025 Spring outage include \$1,235,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$408,934 were anticipated in the Fixed Maintenance, \$1,126,722 in the O&M Project



Annual Outage Project and Service Water Piping replacement \$75,000. All items are a part of the FY25 Routine O&M budget.

FY25 Budget	
Fixed Maintenance	\$408,934
Service Water Piping	\$75,000
O&M Project Annual Outage	\$1,126,722
Maintenance Reserve	\$1,235,000
	\$2,845,656

#### SELECTION PROCESS:

The Gas Turbine Borescope, DCS Software and Patch updates work will be awarded to Siemens, as it falls under the LTP agreement between Siemens and NCPA. All other work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

#### ENVIRONMENTAL ANALYSIS:

The CEC licensed NCPA's Lodi Energy Center facility on April 21, 2010. The CEC exercised its exclusive siting authority under its CEQA equivalent program and as such has adopted conditions of certification within its license to address environmental impacts of regular and routine maintenance at this facility. Thus, these activities have already been subject to CEQA equivalent review. To the extent the CEC's license does not cover the Lodi Energy Center 2025 Spring Outage, the proposed activities of the Lodi Energy Center facility's annual outage are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*).

This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

#### COMMITTEE REVIEW:

On August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 24-95

## RESOLUTION 24-95

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE LODI ENERGY CENTER 2025 SPRING OUTAGE

(reference Staff Report 226:24)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Lodi Energy Center (LEC) on behalf of the project participants; and

WHEREAS, in accordance with proper maintenance of the facility, NCPA's Lodi Energy Center facility will be conducting their annual outage in April 2025; and

WHEREAS, during the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outage; and

WHEREAS, the CEC licensed NCPA's Lodi Energy Center facility on April 21, 2010. The CEC exercised its exclusive siting authority under its CEQA equivalent program and as such has adopted conditions of certification within its license to address environmental impacts of regular and routine maintenance at this facility. Thus, these activities have already been subject to CEQA equivalent review. To the extent the CEC's license does not cover the Lodi Energy Center 2025 Spring Outage, the proposed activities of the Lodi Energy Center facility's annual outage are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*); and

WHEREAS, this project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County on January 14, 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 Lodi Energy Center 2025 Spring Outage, and delegates authority to the NCPA General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$2,845,656.

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

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

JERRY SERVENTI  
CHAIR

ATTEST:

CARRIE POLLO  
ASSISTANT SECRETARY