



651 Commerce Drive  
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# Commission Minutes

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**To:** NCPA Commission

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

**Subject:** NCPA Commission Meeting – July 27, 2023

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

Chair Jerry Serventi called the meeting to order at 9:12am at 1894 Six Mile Road, Murphys, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

## 2. *Approve Minutes of the June 29, 2023, Regular Commission Meeting*

MOTION: A motion was made by Suds Jain, and seconded by Pauline Roccucci to approve the minutes of the June 29, 2023, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

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

## PUBLIC FORUM

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

## **REPORTS AND COMMITTEE UPDATES**

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

Randy Howard reported:

- Thanked everyone for attending this meeting and thanked Hydro staff for all their efforts putting this event together.
- Re-emphasized the importance of bringing local agencies together and maintaining those relationships. This even more important as we move forward with the FERC relicensing effort.
- The Agency's generation fleet has been operating well so far this summer. The peaker units have not yet been called to operate.
- The ARCHES group will be providing a presentation on hydrogen next week in Washington DC. NCPA's LEC Hydrogen project will be featured during this presentation.
- The in-person Member meetings are ongoing. Upcoming meetings include Shasta Lake, Redding, and Plumas-Sierra.

### **4. Executive Committee**

Committee Chair Serventi reported the Executive Committee met this morning to discuss and review the General Counsel's short-term and long-term succession plan, proposed updates to the NCPA Policies and Procedures Manual and the Generation Services Assistant General Manager, Mike DeBortoli provided a presentation regarding the Geothermal maintenance plan. The Executive Committee also approved the FY2023-24 Slate of Officers nominations and recommended those nominated for Commission approval.

### **5. Facilities Committee**

Assistant General Manager of Power Management, Tony Zimmer, reported the Facilities Committee met on July 5. At that meeting the Committee discussed today's Commission meeting items 13 through 17 on the Consent Calendar. The Committee also discussed today's Discussion/Action item 18. A quorum of the Committee was not established during discussions regarding items 13 through 17, however, the Members present at the meeting voiced their support for the recommendations of these items. A quorum was established during discussion of item 18 and the Committee recommended Commission approval. The next Facilities Committee meeting is scheduled for August 2, 2023.

### **6. Finance Committee**

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

### **7. Legal Committee**

General Counsel Jane Luckhardt reported the Committee met on July 6. The Legal Committee had a Closed Session briefing with no reportable action taken. Jane discussed additional information on FERC's TO18 Case Ruling. Last month, PG&E filed a tax compliance filing and responses are due July 11<sup>th</sup>. The CAISO is waiting on FERC's final order before issuing refunds. The TO19 refunds should follow after the final unappealable TO18 order comes from FERC. The Committee also discussed a recent request from a hospital seeking an electric rate subsidy and how each entity has handled this type of request. The next Legal Committee meeting is scheduled for August 3.

## 8. *Legislative & Regulatory Affairs Committee*

L&R Committee Chair, Jenelle Osborne, reported that NCPA will be hosting its Annual State Legislative Staff Tour next week and thanked NCPA members Healdsburg, Port of Oakland, BART, and Alameda for the hosting the group this year.

The American Public Power Association will be holding a webinar intended to highlight the hydrogen work that NCPA is doing at the Lodi Energy Center. The plan includes a site analysis, and permitting and engineering considerations for the LEC. It also provides the APPA community with a model that can be used by others looking to develop hydrogen.

The L&R Team is working closely with several smaller NCPA Members to help secure funding from the US Department of Agriculture to build clean energy projects in NCPA communities.

Online registration for this year's Annual Conference is now open. Members are encouraged to register soon to secure the discounted earlybird registration rate which will be available only through July 31<sup>st</sup>.

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

No member announcements.

## **CONSENT CALENDAR**

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

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

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

10. ***NCPA's Financials for the Month Ended June 30, 2023*** – approval by all Members.
11. ***Treasurer's Report for the Month Ended June 30, 2023*** – accept by all Members.
12. ***Disposal of Northern California Power Agency Surplus Property*** – note and file the report by all members for the disposal of the following: 2007 Ford F150, scrap metal, e-waste, miscellaneous items of no value at Hydro Facility.  
**Fiscal Impact:** This report has no direct fiscal impact to the Agency..
13. ***Resolution 23-70, Authorize NCPA General Manager to Execute Confirmation Number 0307, for Siemens Energy, Inc. Services to the City of Roseville and Issue Corresponding Purchase Orders under the Support Services Program*** – Subject to approval by the Roseville City Council of the requested services under the terms of the NCPA Support Services Program Agreement, adopt resolution by all members authorizing the General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantive changes as approved by the NCPA General Counsel, and issue purchase orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Roseville.  
**Fiscal Impact:** There is no fiscal impact to NCPA. The services provided by Siemens Energy, Inc. to Roseville will be billed and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville.
14. ***Resolution 23-71, Authorize NCPA General Manager to Execute Confirmation Number 0308, for Siemens Energy, Inc. Services to the City of Redding and Issue Corresponding Purchase Orders Under the Support Services Program*** – Acknowledge approval by the Redding City Council of the requested services under the terms of the NCPA Support Services Program Agreement, adopt resolution by all members authorizing the General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Redding.  
**Fiscal Impact:** There is no fiscal impact to NCPA. The services provided by Siemens, Energy, Inc. to Redding will be billed and paid by Redding pursuant to the terms for the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding.
15. ***Resolution 23-72, Siemens Industry, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities and NCPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement with Siemens Industry, Inc. for electrical maintenance services with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA and NCPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement will not exceed \$2,000,000 over five years.
16. ***Resolution 23-73, Famand, Inc. dba Indoor Environmental Services (IES) – First Amendment to 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 First Amendment to the Five Year Multi-Task General Services Agreement

for heating, ventilation and air-conditioning (HVAC) maintenance services, modifying Exhibits A and B, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

**Fiscal Impact:** Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$1,000,000.

- 17. Resolution 23-74, Gifford's Backhoe Services, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: NCPA Geothermal Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc. to provide miscellaneous maintenance labor and equipment rental services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 for use at NCPA's Geothermal Facility.

**Fiscal Impact:** Upon execution, the total cost of the agreement will not exceed 2,000,000 over five years.

## **DISCUSSION/ACTION ITEMS**

- 18. Resolution 23-75, Approval of the Collierville Stormwater Mitigation Project** – adopt resolution by all members authorizing the Collierville Stormwater Mitigation Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the Project, in accordance with the NCPA purchasing policies and procedures, for a total cost not to exceed \$320,000.

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

Motion: A motion was made by Suds Jain and seconded by Cindy Sauers recommending approval of Resolution 23-75 authorizing the Collierville Stormwater Mitigation Project and delegating authority to the General Manager to award bids, execute agreements, and to issue purchase orders for the Project, in accordance with NCPA purchasing policies and procedures, for a total cost not to exceed \$320,000. The motion carried by a majority of those members present on a roll call vote as follows:

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

**19. Resolution 23-76, Nomination and Approval of the FY2023-24 Slate of Officers, Executive Committee Members, Finance Committee Chair and Legislative and Regulatory Affairs Committee Chair and Vice-Chair**– adopt resolution by all members approving the election of the FY2023-24 Slate of Officers for the positions of Chair and Vice-Chair, and five (5) Commissioners as Executive Committee Members as well as the Finance Committee Chair, and Legislative and Regulatory Affairs Committee Chair and Vice Chair.

**Fiscal Impact:** Approval of the 2023-2024 Slate of Officers, Committee Chairs and Vice-Chair has no fiscal impact to the Agency.

**Motion:** A motion was made by Bo Sheppard and seconded by Suds Jain recommending approval of Resolution 23-76 approving the election of the following FY2023-24 Slate of Officers consisting of Jerry Serventi as Chair and Jenelle Osborne as Vice-Chair (Commission and Executive Committee), David Hagele, Suds Jain, Pauline Roccucci, Catalina Sanchez, and James “Bo” Sheppard as Executive Committee Members as well as Mikey Hothi as the new Finance Committee Chair, Jenelle Osborne as Chair and David Hagele as Vice-Chair of the L&R Affairs Committee. The motion carried by a majority of those members present on a roll call vote as follows:

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

## **NEW BUSINESS**

No new business discussed.

## **ADJOURNMENT**

The July 27, 2023, Commission meeting was adjourned at 9:43 am by Chair Serventi.

Respectfully submitted,

Prepared by,

JERRY SERVENTI  
Commission Chair

TRISHA ZIMMER  
Assistant Secretary to the Commission



**Commission Meeting**  
**July 27, 2023**  
**COMMISSIONERS**  
**Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Terry Lenient</i>
2 - BIGGS	<i>Pro Sheppard</i>
3 - GRIDLEY	CATALINA SANCHEZ
4 - HEALDSBURG	<i>[Signature]</i>
5 - LODI	<i>[Signature]</i>
6 - LOMPOC	<i>[Signature]</i>
7 - PALO ALTO	<i>[Signature]</i>
8 - PLUMAS-SIERRA REC	LARRY PRICE
9 - PORT OF OAKLAND	
10 - REDDING	
11 - ROSEVILLE	<i>Pauline Roccucci</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	YULIYA SHMIDT
13 - SANTA CLARA	<i>Sude Tari</i>
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	STEVEN PONCELET
16 - UKIAH	<i>Cindy Sowers</i>



# SUPPORT SERVICES PROGRAM STATUS REPORT

August 16, 2023

<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>
0306	City of Lompoc	6/15/23	\$58,490.00	Ascend Analytics, LLC; Analysis to aid the City's Electric Supply Portfolio Planning.
0305	City of Lompoc	6/23/23	\$51,675.00	Utility Financial Solutions, LLC; Wastewater Cost of Service and Rate Design studies.
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.
0302	City of Roseville	6/15/23	\$15,945.00	Plug In America; Provide PlugStar's online EV shopping assistant website for EV comparisons and available incentives FY24.
0299	City of Palo Alto	5/16/23	\$11,620.00	Aspen Environmental Group; Provide natural gas regulatory services through December 21, 2023.
0298	City of Palo Alto	3/16/23	\$249,829.00	iParametrics LLC; Grant writing services for Electric GRIP Grant and for Gas NGDISM Grant and for Post-Award services and support for future grants.
0295	Alameda Municipal Power	5/3/23	\$250,000.00	SpryPoint Services, Inc.; Implement SpryMobile Asset & Workflow Management Software to support AMP's operational needs through September 14, 2027.
0294	City of Palo Alto	4/1/23	\$53,540.00	Cool the Earth ; Through the Ride and Drive Clean campaign, will host webinars on EV's and ebikes, including incentives and charging education.
0293	City of Roseville	3/6/23	\$ 52,170.00	DNV Energy Services USA Inc.; EM&V verification technical advisory services.
0291	Truckee Donner PUD	2/8/23	\$ 62,500.00	ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 and 2023 Program Review and free-ridership analysis.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0290	City of Roseville	3/15/23	\$751,675.00	Performance Mechanical Inc.; Maintenance during Roseville's scheduled outage including piping, hydrotesting, HRSG, catalyst, troubleshooting, underground piping outage support, rotating equipment alignment, parts supply, structural steel work to provide access for necessary facility maintenance, on T&M basis.
0288	City of Palo Alto	2/1/23	\$ 77,740.00	Acterra; EV education activities for the City of Palo Alto Utility as detailed in its proposal during 2023.
0287	City of Palo Alto	2/3/23	\$ 41,180.00	Ascend Analytics; provide analysis re Palo Alto's Electric Supply Portfolio Planning, as detailed in proposal.
0286	City of Palo Alto	3/2/23	\$ 84,515.00	ADM Associates Inc.; EM&V of the cost effectiveness and energy savings attributed to energy efficiency and electrification programs as detailed in the ADM SOW for Palo Alto Utilities.
0283	Alameda Municipal Power	11/29/22	\$141,075.00	Cooperative Response Center; for after-hours answering services for 36-month period through November 2025.
0281	Truckee Donner PUD	11/23/22	\$ 25,227.00	Dudek; Comprehensive revision of TDPUD Wildfire Mitigation Plan pursuant to AB 1054 and PUC section 8387; including review, collection of data, and WMP revision.
0280	City of Roseville	3/23/23	\$282,320.00	EvapTech, Inc.; Cooling tower maintenance, rehabilitation and parts supply at Roseville Electric Utility generation facilities during outage.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0275	Alameda Municipal Power	10/21/22	\$ 46,675.00	Utility Financial Solutions; for Electric Cost of Service Study.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0274	City of Roseville	9/27/22	\$ 67,900.00	EES Consulting; for Cost of Service analysis including four primary tasks incl. developing a 10-year financial model that feeds directly to a COSA model, customize a COSA model including analysis of all financial, load, and rate inputs, develop a rate design model and alternatives, and develop a line extension model for new development in the City.
0270	City of Lompoc	1/1/23	\$125,000.00	Power Engineers, Inc.; provide system impact study for new development projects and other engineering services within Scope included in NCPA agreement.
0269	City of Lodi	10/18/22	\$281,460.00	Cooperative Response Center, Inc.; after-hours answering services for Lodi Electric and Lodi Public Works departments for three-year period.
0268	City of Roseville	2/1/23	\$687,492.00	Precision Iceblast Corporation; HRSG Deep cleaning for two units, including scaffolding, Confined Space rescue team for work onsite for planned April outage.
0267 Amd.	City of Redding	10/5/22 3/2/23	\$ 13,292.95	Dudek; Wildfire Mitigation Plan review, secondary review, and in-person presentation to Redding Council.
0266	City of Healdsburg	9/20/22	\$ 27,995.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); graphic design services for various projects including bill inserts, direct mail flyers, and as requested and included in contract's scope of work.
0258	Alameda Municipal Power	6/6/22	\$ 46,390.00	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 for FY23.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.)

<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 and other income qualified customer programs through FY25.
0246 Amd.	Port of Oakland	2/3/22	\$ 78,706.00	Aspen Environmental; perform a Utilities Rate Study to provide analysis of the current rate input information and what level of full rate study could be needed.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0242	City of Redding	12/10/21	\$ 26,645.00	Cameron-Cole LLC; verification services for REU power plant GHG emissions for compliance with the Regulation for mandatory CARB reporting. Services for emission years 2021 and 2022.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including electrification and clean transportation courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236	City of Santa Clara	3/1/22	\$422,368.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224 Amd.	City of Healdsburg	7/1/21 5/16/23	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0186 Amd. 2 <sup>nd</sup> Amd.	Alameda Municipal Power	9/21/20 7/23/21 8/23/22	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY23.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0080	City of Roseville	8/15/18	\$700,000.00	Siemens Energy, Inc.; Year 5 of 5-year T-3000 Maintenance Program.
0079	City of Redding	8/23/18	\$740,420.00	Siemens Energy, Inc.; Year 5 of 5-year T-3000 Maintenance Program.

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

<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	City of Vernon	4/13/23	\$145,225.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service analysis and Rate Design Study.
0265	City of Santa Clara	7/6/23	\$98,965.00	Tinker, LLC; provide its turnkey Energy Education Program through a digital science-based curriculum to teach students about energy and using it wisely.
0259	City of Burbank/ Burbank Water & Power	10/26/22	\$134,010.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations.
0222	City of Santa Clara	11/15/21	\$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.



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# Commission Staff Report

AGENDA ITEM NO.: **5**

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**Date:** August 24, 2023  
**To:** NCPA Commission  
**Subject:** August 2, 2023 Facilities Committee Meeting Minutes

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



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# Minutes

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**Date:** August 14, 2023  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** August 2, 2023 Facilities Committee Meeting Minutes

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1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:09 am. Attending via teleconference and on-line presentation were Midson Hay and Ben Rings (Alameda), Jake Carter (Gridley), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), and Monica Nguyen and Basil Wong (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Lompoc, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

2. **Approval of Minutes** – Approve minutes from the July 5, 2023 Facilities Committee meeting.

Motion: A motion was made by Brian Schinstock and seconded by Khaly recommending approval of the minutes from the July 5, 2023 Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

3. **All NCPA Facilities, Members, SCPPA – Advanced Turbine Support, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC for borescope and non-destructive turbine inspection services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a current NCPA vendor. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. The current agreement is expiring. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the

successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has one other agreement in place with Allied Power Group, LLC for similar services. A draft Commission Staff Report, and agreement were available for review. It is recommend to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC for borescope inspection and non-destructive testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

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

This is a current NCPA vendor. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. The current agreement is expiring. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Other agreements in place for similar services include American Crane (pending), Hatton Crane, Maxim Crane, OST Trucks & Cranes and Summit Crane. A draft Commission Staff Report, and agreement were available for review. It is recommend to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jake Carter and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Titan Crane & Rigging, Inc. for crane 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. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

5. **Scheduling Coordination Program Agreement Appendix B –** Staff reviewed updates to Appendix B (new version 25), that include new settlement charge codes associated with the CAISO's Real Time Assistance Energy Transfer allocation and surcharge, and was seeking a recommendation for Commission approval.

Appendix B to the Scheduling Coordination Program Agreement (SCPA) defines how settlement amounts received by the CAISO are allocated to Members' aggregated loads and jointly owned resources. Modifications are occasionally necessary to keep current with CAISO's evolving market settlements design changes as well as updated to accurately reflect NCPA's business model that operates as a Load Following Metered Subsystem Aggregator (MSSA). NCPA utilizes a two-step process for settlement allocation to Members: 1) Energy Service Providers (ESP) Estimates that represent aggregate entitlement shares at the parent level; such as NCPA

Pool, Santa Clara, Roseville, etc., and 2) Pool Member allocation based on the applicable allocation basis.

The two new modifications include a Real Time Assistance Energy Transfer Surcharge which applies to ESP Net Measure Demand less load served by Custom Load Aggregation Point (CLAP) and/or Transmission Ownership Rights (TOR). Pool Allocation – City Net Metered Demand less TOR. The second modification is a Real Time Assistance Energy Transfer Allocation, which applies to the generating resources bill determinant – each resource's net positive imbalance energy, summed over the ESP level based on each applicable Member's incremental IIE quantities for each resource. These modifications and new charge codes became effective July 1, 2023.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval of Version 25 of Appendix B to the Scheduling Coordination Program Agreement effective operating date July 1, 2023 and authorize NCPA staff under the direction of the NCPA General Manager to implement the provisions thereto. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled August 24, 2023 on the Commission Consent Calendar.

- 6. CY 2024 NCPA Capacity Pool Rates** – Staff reviewed the proposed CY 2024 NCPA Capacity Pool Rates and was seeking a recommendation for Commission approval of the Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during calendar year 2024.

Each Pool Member has established a Resource Adequacy Program that works in conjunction with the CAISO Resource Adequacy Program. To enable efficient transfers of Resource Adequacy Capacity between the Pool Members, NCPA developed the Capacity Pool that is fully described in Pooling Agreement Schedule 4. Pursuant to Section 3.8 of Pooling Agreement Schedule 4, capacity pricing for system, local area and flexible capacity will be developed annually, and will be established pursuant to Commission adoption and approval.

- The price may be develop via one (or a combination) of the following methods:
  - Negotiated Price
  - Market Price Survey
  - CAISO backstop procurement proxy value

#### **CY 2023 NCPA Capacity Rates**

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Local	\$ 4.50	\$ 4.50	\$ 4.25	\$ 4.25	\$ 5.00	\$ 6.50	\$ 6.50	\$ 7.50	\$ 8.50	\$ 7.50	\$ 4.50	\$ 4.50
System	\$ 4.00	\$ 4.00	\$ 3.75	\$ 3.75	\$ 4.50	\$ 6.00	\$ 6.00	\$ 7.00	\$ 8.00	\$ 7.00	\$ 4.00	\$ 4.00
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

**NCPA Staff recommends establishing the following as the Resource Adequacy Capacity rates to be used in the CY 2024 NCPA Capacity Pool (\$/kW-month):**

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Local	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.50	\$ 5.50	\$ 6.50	\$ 8.50	\$ 10.50	\$ 7.50	\$ 4.00	\$ 4.00
System	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 5.00	\$ 5.00	\$ 6.00	\$ 8.00	\$ 10.00	\$ 7.00	\$ 3.50	\$ 3.50
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

- ***Please note – Cindy Sauers with the City of Ukiah joined during the presentation of item #6.***

Motion: A motion was made by Jiayo Chiang and seconded by Shiva Swaminathan recommending, subject to an alternative recommendation as may be provided by the NCPA Pooling Committee, Commission approval of the Resource Adequacy Capacity rates to be used in the CY 2023 NCPA Capacity Pool, as presented at the August 2, 2023 Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, and Port of Oakland. ABSTAIN = Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 7. Scheduling Coordinator Agreement for Yuba City Strategic Reserve Resource –** Staff presented background information and reviewed the Scheduling Coordinator Services Agreement between NCPA and the California Department of Water Resources (CDWR) to supply scheduling coordinator services for the Strategic Reserve Resource located in Yuba City, California.

CDWR has inquired with NCPA about supplying SC Services for the Yuba City Strategic Reserve Project. This project is very similar to the Lodi Strategic Reserve with the same design, however the technology is different. The resource is two 30 MW combustion turbines certified as energy only to be used during emergency operations per CAISO 4420. The owner of the facilities is CDWR and the operator is Calpine.

The scope of services includes development and submission of schedules and bids for the facility into the CAISO markets, planned and forced outage coordination with the CAISO, collect SQMD to perform CAISO settlement validation, and to review, validate, and reconcile CAISO settlement charges and credits, dispatch the facility in accordance with scheduling procedures, call-out field and emergency personnel, and operational coordination. Staff is requesting feedback from Members.

NCPA has presented a Statement of Qualification to CDWR for review and is working on a draft SC Agreement for review as well. The NCPA technical team is working with CDWR to better understand the technical requirements. Staff is waiting on feedback from CDWR. This item will be brought back to a future Facilities Committee meeting for final review and a recommendation for Commission approval.

- 8. NCPA 2024 Plant Outage Schedule –** Staff presented and was seeking Facilities Committee approval of the proposed 2024 NCPA Plant Outage Schedule.

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

There were no changes to the proposed plant outages as presented in the July Facilities Committee meeting. Please note that Geo Plant 1 Units 1 and 2 are in a dual unit outage for 31 days from March 1 – 31, 2024. Work during this outage includes Plant 1 Stretford maintenance, BOP activities, Units 1 and 2 strainer basket inspections, and NERC relay testing. CT2 and LEC are both in an outage from April 1 – April 30, 2024 for routine annual maintenance and AVR. The CT1 Alameda Units 1 and 2, includes a dual unit outage for 31 days from May 1 – 31, 2024 for a controls upgrade and protection upgrade. And, Collierville Units 1 and 2 are in a dual outage October 5, 2024, and October 6, 2024 for routine maintenance.

Motion: A motion was made by Brian Schinstock and seconded by Shiva Swaminathan recommending approval of the NCPA 2024 Plant Outage Schedule as presented in the August 2, 2023 Facilities Committee meeting, for submission to the CAISO. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, Santa Clara and Ukiah. ABSTAIN = Redding. The motion passed.

## **INFORMATIONAL ITEMS**

### **9. New Business Opportunities** – Staff provided an update regarding new business opportunities.

Staff reviewed the Zero Waste Energy Development (ZWED) that is an existing 1.6 MW LF Gas Facility that will meet the SB 1383 compliance goal for the cities of Santa Clara and Palo Alto. Products include energy, RPS, and RA. The term would be 10 years and seller is to act as the scheduling coordinator. Staff is in negotiations with an updated draft of the PPA as well as price negotiations.

Staff also discussed the Grace 50 MW Photovoltaic (PV) Solar + 50 MW/ 4 hour lithium-ion battery energy storage system (BESS) in Blythe, Riverside County, California. Total size of project is 400 MW. NextEra has site control for approximately 3,000 acres of private land for the project site. They are also seeking 120 acres of adjacent BLM land as a supplement. Grace proposes to interconnect at the transmission level to Southern California Edison (SCE) Colorado River 203 kV substation via a 10-mile gen-tie. The project is Q1761 in Cluster 13 and has an executed LGIA. The project has accepted energy-only status but will continue to seek FCDS through CAISO's transmission plan deliverability (TPD) allocation process.

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

**CTs** – CT1 had 9 ghost and 7 actual starts of 67 forecasted. FYTD total is 16 starts. CT2 had 9 starts of 24 forecasted, FYTD total is 9 starts.

- **Outages**
  - **CT1 Lodi** – Available.
    - Conducted Reliability run on 7/13/23 @ HE2100.
  - **CT1 Alameda** – Available.
    - Conducted Reliability runs on U1/U2 on 7/12/23 @ HE2100.
    - Communication issues with AT&T continue, OMS ticket with CAISO submitted on 6/26/23 and extended thru 8/31/23. Ulteig conducted meter reading for both units and where submitted to CAISO along with meter outage exemption request prior to 8/11/23 deadline to prevent meter decertification.
    - U2 Forced outage due to faulty Gas Comp. lubricator no flow switch from 7/16/23 @ 1920 thru 7/17/23 @ 1139.
  - **CT2 STIG** – Available.
- **CT1 Lodi Run Hours**
  - YTD hours 17.8 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
  - U1= 5.63 hrs. of 20 (based on rolling year)
  - U2= 4.48 hrs. of 20 (based on rolling year)
- **Staff reviewed the CAISO Commitment Runs for July 2023.**

**Geo** – There were no safety issues in the month of July. Safety Training is 71% complete. Firebreaks have been completed for the season. The helicopter dip tank has been hooked up, filled, and is available to Cal Fire. The average Net Generation for the month of July was 62.1 GWh with the average net generation level at 83.5 MW. FY 2023 actual net Generation = 317.2 GWh, which

is 9.1% under forecast. The Unit 1 return to service date is to be determined, due to the Plant 1 crane repairs. Crane repairs are expected to start August 7, 2023.

**Hydro** – The Hydro project continues with above average generation schedules. Collierville (CV) Power House was at 100% availability and New Spicer Meadows (NMS) Power House was at 99% availability during the month of July. July precipitation was .3 inches for the month. Precipitation is at 62.7 total inches, and is at 160% of average for this date. Union and Utica are currently spilling.

#### **New Spicer Meadows Reservoir Storage**

- 12,687 acre feet decrease (7%) month-over-month
- 189,360 acre feet to 176,673 acre feet
- Optimizing stored water
  - Monitoring snowpack, water rights, runoff, and market

#### **Current Events**

- Projects
  - Filed the Spicer DSSMR
  - Continued FEMA/OES damage coordination
  - Monthly CCWD coordination meetings
  - 230 KV T-line vegetation management progressing
  - Hazard tree removal from campgrounds
  - Developing bid packages for winter snow damage work
  - Normal annual fall outage preparations for Spicer/CV

#### **11. Planning and Operations Update** – Staff provided an update on issues related to planning and operations.

- **Summer 2023 Readiness** – Staff has been in contact with Members regarding their Estimate Aggregate Liability (EAL) collateral requirements for the CAISO, and recommend planning in advance for projected deficiencies. NCPA and Members credit looks good right now. Staff performed the Annual NCPA Manual Load Shedding Procedure Training on July 12, 2023. This information can also be found on NCPA Connect under Training courses and under Learning Resources.
- **CAISO Market Conditions – EEA Events** – High demand in the WAPA region of the Desert Southwest increased exports from the CAISO. Market conditions were higher than normal the week of July 21, 2023 and July 28, 2023. CAISO internal transmission constraints include Path 26 limitations and unit issues. The large scale steam coastal once-through cooling unit in the LA Basin is now on life-support.
- **NCPA Operations** – Staff reviewed the Generator Market Performance Daily Reports for Collierville, Geothermal Plants 1 and 2, and LEC. As well as the LEC Operation and Margin Report and the Calaveras Project Margin Report. These generation reports are available on NCPA Connect.
- **Resource Integration** – COD dates were reviewed for new resource integration.

#### **12. Next Meeting** – The next Facilities Committee meeting is scheduled for September 6, 2023.

#### **ADJOURNMENT**

The meeting was adjourned at 11:32 am by the Committee Chair.

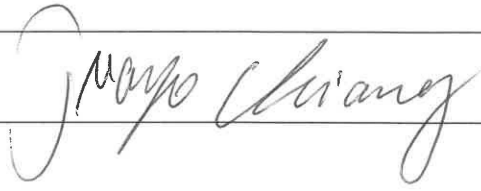

## Attendance List

members of the public is voluntary.

[illegible]

**Northern California Power Agency  
August 2, 2023 Facilities Committee Meeting  
Attendance List**

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

**SUBJECT:** July 31, 2023 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*

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**RECOMMENDATION:**

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

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the August 24, 2023 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited July 31, 2023 financial reports are also included.

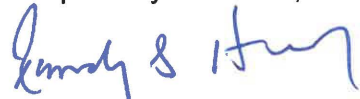
**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**Attachments:**

- July 31, 2023 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of July 2023**

**Operations:**

<b>Geothermal</b>	<b>\$ 2,475,950</b>
<b>Hydroelectric</b>	<b>3,199,513</b>
<b>CT#1 Combustion Turbines</b>	<b>88,082</b>
<b>CT#2 STIG</b>	<b>397,939</b>
<b>Lodi Energy Center</b>	<b>3,443,942</b>
<b>NCPA Operating</b>	<b>31,801,130</b>
<b>Total</b>	<b>\$ 41,406,556</b>

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

<b>PERCENT OF YEAR ELAPSED 8%</b>
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	This Month	Actual Year To-Date	FY 2024 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b><u>NCPA Plants</u></b>					
Hydroelectric					
Other Plant Cost	\$ 1,944,888	\$ 1,944,888	\$ 23,004,110	8%	
Debt Service (Net)	2,887,166	2,887,166	34,645,995	8%	
Annual Budget Cost	4,832,054	4,832,054	57,650,105	8%	
Geothermal					
Other Plant Cost	2,857,954	2,857,954	43,526,658	7%	
Debt Service (Net)	290,183	290,183	3,482,198	8%	
Annual Budget Cost	3,148,137	3,148,137	47,008,856	7%	
Combustion Turbine No. 1					
Fuel	41	41	2,388,097	0%	
Other Plant Cost	419,414	419,414	4,543,872	9%	
Annual Budget Cost	419,455	419,455	6,931,969	6%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	55,172	55,172	1,177,097	5%	
Other Plant Cost	198,786	198,786	2,981,807	7%	
Debt Service (Net)	421,526	421,526	5,058,312	8%	
Annual Budget Cost	675,484	675,484	9,217,216	7%	
Lodi Energy Center					
Fuel	4,211,463	4,211,463	71,517,913	6%	
Other Plant Cost	2,275,415	2,275,445	39,286,497	6%	
Debt Service (Net)	2,166,020	2,166,020	25,992,239	8%	
Annual Budget Cost	8,652,898	8,652,928	136,796,649	6%	
Member Resources - Energy	6,547,861	6,547,861	70,124,965	9%	
Member Resources - Energy (Customer)	6,734	6,734	358,681	2%	
Member Resources - Natural Gas	390,165	390,165	2,510,204	16%	(a)
Western Resources	1,149,614	1,149,614	25,839,240	4%	
Market Power Purchases	4,585,788	4,585,788	37,308,809	12%	(b)
Load Costs - CAISO	33,896,579	33,896,579	691,439,249	5%	
Load Costs - CAISO (Customer)	8,798,115	8,798,115	220,937,079	4%	
Net GHG Obligations	-	-	1,362,776	0%	
Preliminary Surveys & Investigations	-	-	300,000	0%	
	73,102,884	73,102,914	1,307,785,798	6%	
<b><u>TRANSMISSION</u></b>					
<b><u>Independent System Operator</u></b>					
Grid Management Charge	153,705	153,705	2,860,382	5%	
Wheeling Access Charge	13,332,189	13,332,189	179,046,864	7%	
Ancillary Services	386,370	386,370	10,376,526	4%	
Other ISO Charges/(Credits)	(1,071,987)	(1,071,987)	3,478,258	-31%	(c)
Independent System Operator (Customer)	1,241,504	1,241,504	-		
	14,041,780	14,041,780	195,762,030	7%	

Management Services continued on next page

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

<b>PERCENT OF YEAR ELAPSED</b> <b>8%</b>
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	This Month	Actual Year To-Date	FY 2024 Budget	% Used	
<b><u>MANAGEMENT SERVICES</u></b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	247,767	247,767	2,250,245	11%	
Regulatory Representation	67,156	67,156	762,692	9%	
Western Representation	14,794	14,794	767,880	2%	
Customer Programs	44,002	44,002	648,513	7%	
Judicial Action	-	-	1,064,000	0%	
<b>Power Management</b>					
System Control & Load Dispatch	703,886	703,886	7,900,090	9%	
Forecasting, Planning, Prescheduling & Trading	257,372	257,372	2,891,089	9%	
Industry Restructuring & Regulatory Affairs	42,904	42,904	392,354	11%	
Contract Admin, Interconnection Svcs & External Affairs	107,687	107,687	1,176,376	9%	
Gas Purchase Program	5,564	5,564	78,683	7%	
Market Purchase Project	8,245	8,245	113,164	7%	
Energy Risk Management	12,469	12,469	144,341	9%	
Settlements	47,762	47,762	1,075,571	4%	
Integrated Systems Support	98,609	98,609	772,316	13%	(d)
Participant Pass Through Costs	67,251	67,251	1,765,079	4%	
Support Services	28,212	28,212	-	N/A	(e)
	<b>1,753,680</b>	<b>1,753,680</b>	<b>21,802,393</b>	<b>8%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>88,898,344</b>	<b>88,898,374</b>	<b>1,525,350,221</b>	<b>6%</b>	
<b><u>LESS: THIRD PARTY REVENUE</u></b>					
Plant ISO Energy Sales	16,817,597	16,817,597	244,823,776	7%	
Member Resource ISO Energy Sales	6,996,305	6,996,305	74,476,973	9%	
Member Owned Generation ISO Energy Sales	13,963,296	13,963,296	179,428,631	8%	
Revenue from Customers	1,717,066	1,717,066	70,212,295	2%	
Customer Owned Generation ISO Energy Sales	36,788	36,788	154,465,980	0%	
NCPA Contracts ISO Energy Sales	2,328,682	2,328,682	45,274,824	5%	
Western Resource Energy Sales	4,508,300	4,508,300	31,462,876	14%	(f)
Load Energy Sales	2,698,772	2,698,772	-	N/A	
Ancillary Services Sales	45,168	45,168	9,294,760	0%	
Transmission Sales	9,198	9,198	110,376	8%	
Western Credits, Interest and Other Income	4,634,850	4,634,850	44,090,343	11%	
	<b>53,756,022</b>	<b>53,756,022</b>	<b>853,640,834</b>	<b>6%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 35,142,322</b>	<b>\$ 35,142,352</b>	<b>\$ 671,709,387</b>	<b>5%</b>	

(a) Increase due to higher than budgeted costs for the month. Variance expected to levelize throughout the fiscal year.

(b) Increase due to higher than anticipated price per MWh for market purchases.

(c) Net credit due to revenue from unbudgeted unbalanced energy settlement credits.

(d) Increase due to service contract costs which will levelize during the year.

(e) Support services includes training services, vendor services and other services to support participants as requested.

(f) Increase due to slightly higher than budgeted prices for energy going into ISO.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	July 31	
	2023	2022
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 62,395	\$ 39,513
Investments	32,584	28,293
Accounts receivable		
Participants	645	9,317
Other	3,916	8,358
Interest receivable	785	570
Inventory and supplies	6,494	6,055
Prepaid expenses	2,136	1,966
TOTAL CURRENT ASSETS	108,955	94,072
RESTRICTED ASSETS		
Cash and cash equivalents	62,264	58,788
Investments	168,466	152,880
Interest receivable	40	18
TOTAL RESTRICTED ASSETS	230,770	211,686
ELECTRIC PLANT		
Electric plant in service	1,602,706	1,600,693
Less: accumulated depreciation	(1,121,260)	(1,084,588)
	481,446	516,105
Construction work-in-progress	1,557	28
TOTAL ELECTRIC PLANT	483,003	516,133
OTHER ASSETS		
Regulatory assets	161,062	182,800
Investment in associated company	265	265
TOTAL ASSETS	984,055	1,004,956
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	762	1,366
Pension and OPEB deferrals	25,345	14,141
Asset retirement obligations	61,627	61,754
TOTAL DEFERRED OUTFLOWS OF RESOURCES	87,734	77,261
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,071,789	\$ 1,082,217

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	July 31	
	2023	2022
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 42,143	\$ 58,150
Member advances	1,018	993
Operating reserves	24,821	19,996
Current portion of long-term debt	55,578	54,548
Accrued interest payable	2,864	3,153
TOTAL CURRENT LIABILITIES	126,424	136,840
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	56,556	30,112
Operating reserves and other deposits	164,572	149,339
Asset retirement obligations	71,387	69,808
Long-term debt, net	503,421	561,486
TOTAL NON-CURRENT LIABILITIES	795,936	810,745
TOTAL LIABILITIES	922,360	947,585
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	95,237	92,428
Pension and OPEB deferrals	2,112	19,950
TOTAL DEFERRED INFLOWS OF RESOURCES	97,349	112,378
NET POSITION		
Net investment in capital assets	(72,701)	(96,875)
Restricted	19,886	23,386
Unrestricted	104,895	95,743
TOTAL NET POSITION	52,080	22,254
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,071,789	\$ 1,082,217

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

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

**UNAUDITED**

	For the Month Ended July 31,	
	2023	2022
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 58,941	\$ 46,779
Other Third-Party	21,475	24,693
TOTAL OPERATING REVENUES	80,416	71,472
OPERATING EXPENSES		
Purchased power	25,062	39,219
Operations	8,686	7,337
Transmission	15,692	18,278
Depreciation	2,570	2,575
Maintenance	2,112	1,761
Administrative and general	658	286
TOTAL OPERATING EXPENSES	54,780	69,456
NET OPERATING REVENUES	25,636	2,016
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(1,562)	(1,579)
Interest income	15,012	11,760
Other	571	585
TOTAL NON OPERATING EXPENSES	14,021	10,766
FUTURE RECOVERABLE AMOUNTS	(2,134)	(2,132)
REFUNDS TO PARTICIPANTS	(5,393)	(5,093)
INCREASE (DECREASE) IN NET POSITION	32,130	5,557
NET POSITION, Beginning of year	19,950	16,697
NET POSITION, Period ended	\$ 52,080	\$ 22,254

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

	July 31, 2023									
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 167	\$ -	\$ -	\$ 592	\$ 61,634	\$ 62,395
Investments	-	-	-	-	-	-	-	-	32,584	32,584
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	645	645
Other	-	-	-	-	-	-	3,317	-	599	3,916
Interest receivable	160	120	-	-	27	-	73	-	405	785
Inventory and supplies	1,853	1,575	285	429	2,352	-	-	-	-	6,494
Prepaid expenses	406	410	29	42	575	-	-	(2)	676	2,136
Due from Agency and other programs*	15,908	5,292	3,496	4,528	23,171	-	26,397	7,164	(85,956)	-
TOTAL CURRENT ASSETS	18,327	7,397	3,811	5,000	26,292	-	29,787	7,754	10,587	108,955
RESTRICTED ASSETS										
Cash and cash equivalents	216	2,387	1,640	-	5,924	-	28,978	-	23,119	62,264
Investments	30,308	34,030	3,213	-	26,963	-	17,714	-	56,238	168,466
Interest receivable	-	3	-	-	37	-	-	-	-	40
TOTAL RESTRICTED ASSETS	30,524	36,420	4,853	-	32,924	-	46,692	-	79,357	230,770
ELECTRIC PLANT										
Electric plant in service	578,709	395,652	65,473	38,155	447,462	7,736	61,427	1,116	6,976	1,602,706
Less: accumulated depreciation	(553,787)	(310,361)	(59,616)	(35,621)	(140,164)	(7,736)	(8,498)	(805)	(4,672)	(1,121,260)
	24,922	85,291	5,857	2,534	307,298	-	52,929	311	2,304	481,446
Construction work-in-progress	-	-	-	-	-	-	-	-	1,557	1,557
TOTAL ELECTRIC PLANT	24,922	85,291	5,857	2,534	307,298	-	52,929	311	3,861	483,003
OTHER ASSETS										
Regulatory assets	-	94,401	-	-	29,080	-	-	-	37,581	161,062
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	73,773	223,509	14,521	7,534	395,594	-	129,408	8,065	131,651	984,055
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	271	-	-	-	491	-	-	-	-	762
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	25,345	25,345
Asset retirement obligations	61,256	-	174	-	197	-	-	-	-	61,627
TOTAL DEFERRED OUTFLOWS OF RESOURCES	61,527	-	174	-	688	-	-	-	25,345	87,734
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 135,300	\$ 223,509	\$ 14,695	\$ 7,534	\$ 396,282	\$ -	\$ 129,408	\$ 8,065	\$ 156,996	\$ 1,071,789

\* Eliminated in Combination

## OTHER FINANCIAL INFORMATION

### COMBINING STATEMENT OF NET POSITION

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

July 31, 2023										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 657	\$ 245	\$ -	\$ 1	\$ 4,244	\$ -	\$ 30,115	\$ -	\$ 6,881	\$ 42,143
Member advances	791	-	-	-	-	-	-	227	-	1,018
Operating reserves	2,191	250	617	3,552	18,211	-	-	-	-	24,821
Current portion of long-term debt	3,425	27,420	4,625	-	14,238	-	5,805	-	65	55,578
Accrued interest payable	5	602	185	-	2,072	-	-	-	-	2,864
TOTAL CURRENT LIABILITIES	7,069	28,517	5,427	3,553	38,765	-	35,920	227	6,946	126,424
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	56,556	56,556
Operating reserves and other deposits	1,500	30,235	-	-	712	-	48,294	2,038	81,793	164,572
Asset retirement obligations	71,016	-	174	-	197	-	-	-	-	71,387
Long-term debt, net	-	148,630	5,824	-	301,711	-	47,123	-	133	503,421
TOTAL NON-CURRENT LIABILITIES	72,516	178,865	5,998	-	302,620	-	95,417	2,038	138,482	795,936
TOTAL LIABILITIES	79,585	207,382	11,425	3,553	341,385	-	131,337	2,265	145,428	922,360
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	40,030	7,797	2,018	2,702	37,729	-	-	310	4,651	95,237
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,112	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	40,030	7,797	2,018	2,702	37,729	-	-	310	6,763	97,349
NET POSITION										
Net investment in capital assets	21,769	(93,154)	(5,257)	-	4,265	-	-	-	(324)	(72,701)
Restricted	286	2,132	4,668	-	2,880	-	9,920	-	-	19,886
Unrestricted	(6,370)	99,352	1,841	1,279	10,023	-	(11,849)	5,490	5,129	104,895
TOTAL NET POSITION	15,685	8,330	1,252	1,279	17,168	-	(1,929)	5,490	4,805	52,080
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 135,300	\$ 223,509	\$ 14,695	\$ 7,534	\$ 396,282	\$ -	\$ 129,408	\$ 8,065	\$ 156,996	\$ 1,071,789

## 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, 2023										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ 7,522	\$ 2,072	\$ 739	\$ 791	\$ 11,856	\$ -	\$ 34,206	\$ 1,747	\$ 8	\$ 58,941
Other Third-Party	3,574	5,111	236	139	7,801	-	4,400	214	-	21,475
TOTAL OPERATING REVENUES	11,096	7,183	975	930	19,657	-	38,606	1,961	8	80,416
OPERATING EXPENSES										
Purchased power	4	287	20	93	369	-	24,289	-	-	25,062
Operations	1,609	295	102	89	5,194	-	390	1,007	-	8,686
Transmission	49	53	-	-	41	-	15,549	-	-	15,692
Depreciation	328	803	185	27	1,179	-	-	14	34	2,570
Maintenance	781	658	71	127	468	-	-	7	-	2,112
Administrative and general	687	567	57	104	509	-	-	710	(1,976)	658
Intercompany (sales) purchases, net*	(75)	30	5	7	33	-	-	-	-	-
TOTAL OPERATING EXPENSES	3,383	2,693	440	447	7,793	-	40,228	1,738	(1,942)	54,780
NET OPERATING REVENUES	7,713	4,490	535	483	11,864	-	(1,622)	223	1,950	25,636
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(27)	(491)	13	-	(1,057)	-	-	-	-	(1,562)
Interest income	3,302	1,387	27	11	1,556	-	1,669	17	7,043	15,012
Other	-	-	169	-	228	-	-	-	174	571
TOTAL NON OPERATING (EXPENSES) REVENUES	3,275	896	209	11	727	-	1,669	17	7,217	14,021
FUTURE RECOVERABLE AMOUNTS	(88)	(1,728)	(255)	-	(63)	-	-	-	-	(2,134)
REFUNDS TO PARTICIPANTS	442	176	(94)	109	-	-	(1,547)	(82)	(4,397)	(5,393)
INCREASE (DECREASE) IN NET POSITION	11,342	3,834	395	603	12,528	-	(1,500)	158	4,770	32,130
NET POSITION, Beginning of year	4,343	4,496	857	676	4,640	-	(429)	5,332	35	19,950
NET POSITION, Period ended	\$ 15,685	\$ 8,330	\$ 1,252	\$ 1,279	\$ 17,168	\$ -	\$ (1,929)	\$ 5,490	\$ 4,805	\$ 52,080

\* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 4,159,806
PAST DUE:			
1 - 30	Calpine	Effluent March 2023	147,367
	Calpine	Effluent April 2023	185,710
	East Bay Community Energy	Deposit Requirement	68,120 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 4,561,004</u>

\* Denotes items paid/applied after July 31, 2023.

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of July 2023**

**Operations:**

<b>Geothermal</b>	<b>\$ 2,475,950</b>
<b>Hydroelectric</b>	<b>3,199,513</b>
<b>CT#1 Combustion Turbines</b>	<b>88,082</b>
<b>CT#2 STIG</b>	<b>397,939</b>
<b>Lodi Energy Center</b>	<b>3,443,942</b>
<b>NCPA Operating</b>	<b>31,801,130</b>
<b>Total</b>	<b>\$ 41,406,556</b>



# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

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

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

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

## **BACKGROUND:**

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

Cash – At month end cash totaled \$768,025 of which approximately \$884 was applicable to Special and Reserve Fund Deposits, \$2,498 to Debt Service and \$764,643 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 \$312,751,736 at month end. The current market value of the portfolio totaled \$298,780,556.

The overall portfolio had a combined weighted average interest rate of 3.250% with a bond equivalent yield (yield to maturity) of 3.295%. Investments with a maturity greater than one year totaled \$173,359,000. July maturities totaled \$26,410,710 and monthly receipts totaled \$53 million. During the month \$22 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 6 basis points from 5.45% to 5.51% and rates on one-year T-Bills increased 3 basis points from 5.35% to 5.38%.

To the best of my knowledge and belief, all securities held by NCPA as of July 31, 2023 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.

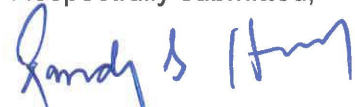
## **FISCAL IMPACT:**

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, 2023

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**JULY 31, 2023**

### **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>CASH &amp; INVESTMENT BALANCE</b>	<b>1</b>
<b>CASH ACTIVITY SUMMARY</b>	<b>2</b>
<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
<b>INTEREST RATE/YIELD ANALYSIS</b>	<b>4</b>
<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, 2023**

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>
<b>NCPA FUNDS</b>				
Operating	\$ 752,495	\$ 129,273,807	\$ 130,026,302	41.47%
Special Deposits	12,148	-	12,148	0.00%
Debt Service	2,498	12,230,525	12,233,023	3.90%
Special & Reserve	884	171,247,404	171,248,288	54.63%
	<u>\$ 768,025</u>	<u>\$ 312,751,736</u>	<u>\$ 313,519,761</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 298,780,556

NOTE A - Investment amounts shown at book carrying value.

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

	<b>RECEIPTS</b>			<b>EXPENDITURES</b>			<b>CASH INCREASE / (DECREASE)</b>
	<b>OPS/CONSTR</b>	<b>INTEREST (NOTE B)</b>	<b>INVESTMENTS (NOTE A)</b>	<b>OPS/CONSTR</b>	<b>INVESTMENTS (NOTE B)</b>	<b>INTER-COMPANY/ FUND TRANSFERS</b>	
<b>NCPA FUNDS</b>							
Operating	\$ 52,986,420	\$ 331,111	\$ 3,558,000	\$ (19,871,636)	\$ (15,236,601)	\$ (21,374,827)	\$ 392,467
Special Deposits	228,905	-	-	(15,980,694)	-	15,751,302	(487)
Debt Service	57	1	22,734,027	(34,959,788)	(5,983,124)	5,551,080	(12,657,747)
Special & Reserve	-	459,297	118,683	-	(667,632)	72,445	(17,207)
	<b>\$ 53,215,382</b>	<b>\$ 790,409</b>	<b>\$ 26,410,710</b>	<b>\$ (70,812,118)</b>	<b>\$ (21,887,357)</b>	<b>\$ -</b>	<b>\$ (12,282,974)</b>

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, 2023**

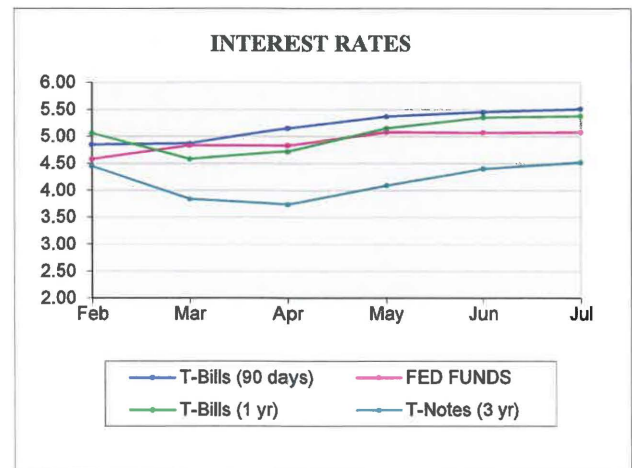
	<b>PURCHASED</b>	<b>SOLD OR MATURED</b>	<b>(NON-CASH) DISC/(PREM) AMORT</b>	<b>(NON-CASH) GAIN/(LOSS) ON SALE</b>	<b>INVESTMENTS TRANSFERS</b>	<b>INCREASE / (DECREASE)</b>
<b>NCPA FUNDS</b>						
Operating	\$ 15,236,601	\$ (3,558,000)	\$ 85	\$ -	\$ -	\$ 11,678,686
Special Deposits	-	-	-	-	-	-
Debt Service	5,983,124	(22,734,027)	36,968	-	-	(16,713,935)
Special & Reserve	667,632	(118,683)	17,658	-	-	566,607
	<u>\$ 21,887,357</u>	<u>\$ (26,410,710)</u>	<u>\$ 54,711</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,468,642)</u>
<b>Less Non- Cash Activity</b>						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(54,711)</u>
<b>Net Change in Investment --Before Non-Cash Activity</b>						<u><u>\$ (4,523,353)</u></u>

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

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

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>3.250%</b>	<b>3.295%</b>
<b>OPERATING FUNDS:</b>	<b>3.426%</b>	<b>3.397%</b>
<b>PROJECTS:</b>		
Geothermal	<b>2.039%</b>	<b>2.106%</b>
Capital Facilities	<b>4.035%</b>	<b>4.168%</b>
Hydroelectric	<b>3.306%</b>	<b>3.491%</b>
Lodi Energy Center	<b>3.334%</b>	<b>3.371%</b>

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	<b>5.08%</b>	<b>1.58%</b>
T-Bills (90da.)	<b>5.51%</b>	<b>2.49%</b>
Agency Disc (90da.)	<b>5.32%</b>	<b>2.50%</b>
T-Bills (1yr.)	<b>5.38%</b>	<b>3.01%</b>
Agency Disc (1yr.)	<b>5.15%</b>	<b>3.00%</b>
T-Notes (3yr.)	<b>4.52%</b>	<b>2.91%</b>



**Northern California Power Agency  
Total Portfolio  
Liquidity and Investment Maturities Analysis  
July 31, 2023**

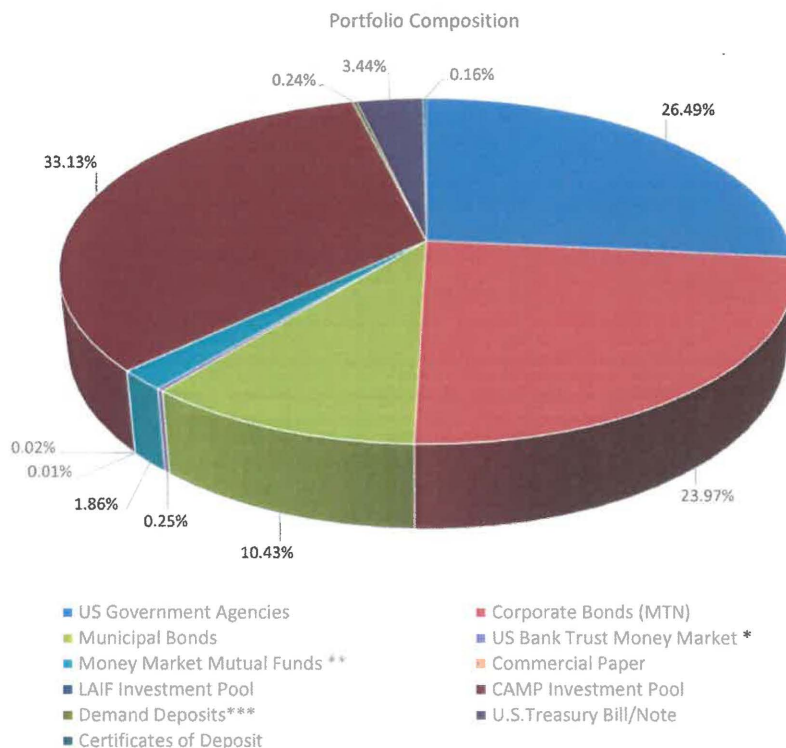
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 3,641	\$ -	\$ 3,590	\$ 1,300	\$ 985	\$ 64,033	\$ 9,747	\$ 83,296	26.49%
Corporate Bonds (MTN)	-	500	1,940	628	185	72,084	-	75,337	23.97%
Municipal Bonds	385	3,915	1,000	-	-	24,835	2,660	32,795	10.43%
US Bank Trust Money Market *	791	-	-	-	-	-	-	791	0.25%
Money Market Mutual Funds **	5,838	-	-	-	-	-	-	5,838	1.86%
Commercial Paper	25	-	-	-	-	-	-	25	0.01%
LAIF Investment Pool	52	-	-	-	-	-	-	52	0.02%
CAMP Investment Pool	104,132	-	-	-	-	-	-	104,132	33.13%
Demand Deposits***	752	-	-	-	-	-	-	752	0.24%
U.S.Treasury Bill/Note	426	-	7,687	-	2,688	-	-	10,801	3.44%
Certificates of Deposit	-	510	-	-	-	-	-	510	0.16%
<b>Total Dollars</b>	<b>\$ 116,042</b>	<b>\$4,925</b>	<b>\$14,217</b>	<b>\$1,928</b>	<b>\$ 3,858</b>	<b>\$160,952</b>	<b>\$12,407</b>	<b>\$ 314,329</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>36.92%</b>	<b>1.57%</b>	<b>4.52%</b>	<b>0.61%</b>	<b>1.23%</b>	<b>51.20%</b>	<b>3.95%</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  
07/31/2023

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	2.550		25,000		1	2.550	25,000	SYS70101	70101	25,000
First American Funds	USB	5,400,000	4.922		5,400,000		1	4.922	5,400,000	SYS70102	70102	5,400,000
California Asset Mgm	CMP	55,883,740	5.240	10/19/2018	55,883,740		1	5.240	55,883,740	SYS70070	70070	55,883,740
Local Agency Investm	LAIF	51,733	3.150		51,733		1	3.150	51,733	SYS70000	70000	51,733
First American Govt.	USBGC	53,258	4.970		53,258		1	4.970	53,258	SYS70014	70014	53,258
US Bank	USB	752,495	0.001		752,495		1	0.001	752,495	SYS70050	70050	752,495
US Bank	USB	10,000	0.050	07/07/2023	10,000	10/07/2023	67	0.050	10,000	SYS30334	30334	10,000
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	184	3.561	495,665	46625HJT8	26760	501,466
Federal Farm Credit	USBGC	200,000	5.125	02/28/2023	199,964	02/28/2024	211	5.143	199,496	3133EPCB9	27554	199,979
American Honda Finan	USBGC	185,000	0.550	04/17/2023	176,124	07/12/2024	346	4.586	176,459	02665WDS7	27575	178,198
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	366	0.878	477,105	275282PR6	27105	500,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	488	0.584	563,424	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	545	1.846	479,570	90331HMS9	26947	506,755
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	684	0.730	238,997	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	700	0.629	457,945	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	700	0.990	460,480	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	700	0.787	459,330	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	701	2.145	914,210	59217GEJ4	27375	977,966
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	731	0.992	918,720	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	840	0.542	910,470	3135GA4P3	27137	1,002,434
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	874	0.825	220,250	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	903	0.699	452,155	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	939	0.500	335,895	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	941	2.248	943,360	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	942	4.200	98,083	17275RBC5	27480	98,959
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	951	0.800	992,046	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,018	1.079	452,655	91324PEC2	27230	500,949
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,031	1.250	1,494,810	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,065	1.181	224,068	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,065	1.201	224,830	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,080	1.050	442,490	57629WDE7	27247	502,155
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,110	1.272	88,775	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,112	0.875	445,850	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,112	1.150	872,580	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,121	1.250	649,208	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,140	1.227	446,250	14913R2Q9	27288	498,836
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,140	1.225	462,405	24422EV82	27294	515,452
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,154	0.900	560,524	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,154	1.635	1,303,740	75951AAQ1	27292	1,494,379
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,157	1.260	465,600	70450YAD5	27293	521,253



## Northern California Power Agency

## Treasurer's Report

07/31/2023

## Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,181	1.567	1,371,387	872898AA9	27330	1,533,608
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,196	1.475	1,714,130	74460DAG4	27336	1,911,474
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,246	1.509	45,715	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	1,276	1.700	2,749,380	3130AQN66	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	1,429	4.841	448,985	3130ASH44	27559	452,715
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,475	4.944	502,446	30303M8B1	27483	498,900
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,482	4.136	566,064	023135BC9	27455	578,464
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,659	4.757	1,078,350	872287AL1	27597	1,095,202
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,697	4.648	880,280	02665WDW8	27598	890,790
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,703	4.634	741,420	58769JAG2	27572	755,119
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,749	4.761	498,450	30303M8L9	27614	496,556
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,788	4.800	977,250	3130AWE55	27606	1,000,000
Fund Total and Average		\$ 94,244,226	4.071		\$ 94,230,244		374	4.070	\$ 91,677,528			\$ 94,202,835

## MPP GHG Auction Acct

California Asset Mgm	CMP	591,681	5.240	09/13/2022	591,681		1	5.240	591,681	SYS70076	70076	591,681
Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70045	70045	0
Fund Total and Average		\$ 591,681	5.240		\$ 591,681		1	5.240	\$ 591,681			\$ 591,681

## SCPA Balancing Account

California Asset Mgm	CMP	17,337,902	5.240	05/27/2022	17,337,902		1	5.240	17,337,902	SYS70072	70072	17,337,902
Local Agency Investm	LAIF	0	3.150	07/01/2023	0		1	3.150	0	SYS70022	70022	0
First American Govt.	USBGC	13,504	4.970		13,504		1	4.970	13,504	SYS70023	70023	13,504
Federal Farm Credit	USBGC	500,000	5.125	02/28/2023	499,909	02/28/2024	211	5.143	498,740	3133EPCB9	27555	499,948
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	609	0.600	478,655	586145F74	27113	519,284
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	639	0.649	96,941	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	639	0.649	273,350	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	670	0.952	461,835	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	700	0.932	459,715	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	700	0.610	457,945	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	790	0.530	1,862,177	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	790	0.530	1,863,963	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	922	0.699	451,755	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	926	0.530	448,725	3130AKWA0	27164	499,873
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	931	0.650	888,014	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	939	0.500	111,965	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	940	0.630	898,870	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	951	0.800	1,488,069	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,059	1.199	432,705	06048WM64	27227	500,000



Northern California Power Agency  
Treasurer's Report  
07/31/2023

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,080	1.050	442,490	57629WDE7	27248	502,155
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,121	1.250	43,281	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,181	1.567	179,854	872898AA9	27331	201,129
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,196	1.569	246,799	74460DAG4	27311	274,405
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,196	1.475	224,363	74460DAG4	27337	250,193
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,246	1.509	91,430	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,259	1.731	472,647	24422EWA3	27362	524,464
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	1,276	1.691	274,938	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,367	4.219	480,980	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	1,369	4.110	489,020	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,461	3.509	124,436	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	1,461	4.730	267,705	250375LS9	27602	268,634
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,485	4.200	356,736	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,555	4.759	1,016,230	09261BAJ9	27541	1,042,896
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,666	5.003	284,238	233851DF8	27607	284,867
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,703	4.634	123,570	58769JAG2	27573	125,853
Fund Total and Average		\$ 35,046,406	3.418		\$ 35,101,368		497	3.395	\$ 33,643,547			\$ 35,065,107

General Operating Reserve

California Asset Mgm	CMP	22,484,014	5.240	12/14/2018	22,484,014		1	5.240	22,484,014	SYS70071	70071	22,484,014
Local Agency Investm	LAIF	0	3.150	07/01/2023	0		1	3.150	0	SYS70000	70002	0
First American Govt.	USBGC	78,089	4.970		78,089		1	4.970	78,089	SYS70019	70019	78,089
US Bank	USB	0	0.000	07/01/2023	0		1	0.000	0	SYS70051	70051	0
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	31	1.020	2,138,565	613105KV6	26985	2,146,365
Pfizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	45	2.908	498,215	717081EN9	26738	500,165
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	61	1.020	1,760,300	4386705V9	26983	1,773,241
Citibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	175	3.319	495,270	17325FAS7	26756	500,721
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	184	3.535	495,665	46625HJT8	26757	501,517
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	188	2.093	434,958	91159HHV5	26906	442,742
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	366	0.820	539,129	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	366	1.058	1,446,945	438687KT1	26980	1,505,281
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	458	0.665	236,293	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	500	0.830	1,759,612	3130A3GE8	26962	1,866,734
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	545	1.846	479,570	90331HMS9	26951	506,755
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	564	1.161	474,510	384802AE4	27000	505,139
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	564	1.217	474,510	384802AE4	27005	504,714
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	609	0.600	478,655	586145F74	27114	519,284
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	609	1.038	940,220	899559QD3	27006	1,005,656
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	639	0.750	493,550	447025A56	27112	532,691
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	670	0.866	938,760	438516CB0	27008	1,008,648
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	670	1.299	398,668	471376FJ7	27011	428,686



## Northern California Power Agency

## Treasurer's Report

07/31/2023

## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	684	1.033	1,450,230	740189AM7	27017	1,563,252
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	692	1.050	681,885	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	700	0.845	459,715	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	700	0.774	459,330	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	701	2.145	3,656,840	59217GEJ4	27376	3,911,866
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	731	0.940	748,757	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	748	0.600	915,590	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	778	0.570	911,240	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	790	0.530	1,818,500	3133EMB4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	790	0.530	1,566,232	3133EMB4	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	790	0.520	910,400	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	818	0.540	453,520	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	847	0.798	895,840	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	853	0.560	452,875	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	862	1.060	1,358,257	40139LBC6	27223	1,513,528
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	874	0.825	220,250	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	882	0.599	452,535	3135G06Q1	27141	500,483
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	922	0.699	451,755	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.750	02/17/2021	1,000,000	02/17/2026	931	0.650	888,014	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	953	1.054	559,692	808513BF1	27220	627,534
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	958	0.841	901,100	3130ALEL4	27203	998,681
Federal Home Loan Ba	USBGC	175,000	0.975	08/11/2022	157,876	03/23/2026	965	3.330	158,219	3130ALGJ7	27438	162,479
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	972	1.010	905,450	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	974	1.119	453,065	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	994	1.084	456,630	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,018	1.079	497,921	91324PEC2	27232	551,043
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,031	1.250	974,264	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,059	1.199	1,081,763	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,065	1.590	335,586	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,080	1.050	884,980	57629WDE7	27249	1,004,310
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	1,141	3.000	383,991	437076BN1	27387	404,453
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,169	1.235	89,411	24422EUVW6	27297	100,201
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,169	4.569	1,780,890	63859UBH5	27420	1,855,419
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,181	1.567	764,380	872898AA9	27333	854,798
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,196	1.490	1,422,458	74460DAG4	27308	1,585,489
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,196	1.569	327,569	74460DAG4	27312	364,210
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,196	1.475	954,887	74460DAG4	27339	1,064,821
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,217	1.500	1,053,947	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,246	1.509	137,145	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,259	1.731	394,323	24422EWA3	27363	437,553
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,276	3.375	476,560	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,351	4.123	981,889	023135CF1	27419	1,001,787



## Northern California Power Agency

## Treasurer's Report

07/31/2023

## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,360	3.628	1,703,820	872898AF8	27404	1,784,731
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,388	4.122	982,267	747525AU7	27421	1,004,178
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,414	3.631	481,505	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,475	4.944	257,909	30303M8B1	27484	256,089
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,482	4.136	70,758	023135BC9	27457	72,308
Fund Total and Average		\$ 79,507,103	2.649		\$ 79,739,141		580	2.585	\$ 75,269,642			\$ 79,357,665
GRAND TOTALS:		\$ 209,389,416	3.426		\$ 209,662,434		472	3.397	\$ 201,182,398.			\$ 209,217,278

\*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 07/31/2023

## Callable Dates:

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



Northern California Power Agency  
Treasurer's Report  
07/31/2023

Geo 2016A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	297,000	5.260	07/28/2023	290,144	01/02/2024	154	5.459	290,570	313384RG6	27615	290,317
Fund Total and Average		\$ 297,000	5.260		\$ 290,144		154	5.459	\$ 290,570			\$ 290,317

Geothermal Special Reserve

First American Govt.	USBGC	5,000	4.970		5,000		1	4.970	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	829	0.460	1,356,817	3135G06G3	27167	1,496,341
Fund Total and Average		\$ 1,500,000	0.515		\$ 1,502,796		826	0.475	\$ 1,361,817			\$ 1,501,341

Geo Decommissioning Reserve

Local Agency Investm	LAIF	0	3.150	07/01/2023	0		1	3.150	0	SYS70027	70027	0
First American Govt.	USBGC	73,683	4.970		73,683		1	4.970	73,683	SYS70034	70034	73,683
California Asset Mgm	CMP	136,716	5.240	09/01/2022	136,716		1	5.240	136,716	SYS70074	70074	136,716
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	0	1.471	385,000	83412PCN0	26978	385,000
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	29	3.203	249,608	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	37	3.301	249,513	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	458	1.846	322,691	78607QAY1	26977	335,337
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	564	1.161	403,334	384802AE4	27002	429,368
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	670	0.952	461,835	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	700	1.372	695,385	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	700	0.610	457,945	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	731	0.940	918,720	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	862	1.060	451,263	40139LBC6	27224	502,850
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	922	0.700	903,510	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,003	1.200	442,695	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,059	1.199	649,058	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,121	1.250	43,281	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,137	1.629	1,752,496	037833DN7	27361	1,918,752
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,140	1.227	133,875	14913R2Q9	27289	149,651
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,181	1.567	1,236,496	872898AA9	27334	1,382,761
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,196	1.490	686,549	74460DAG4	27309	765,236
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,196	1.475	1,545,409	74460DAG4	27340	1,723,329
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,369	3.862	721,935	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	1,429	4.841	197,356	3130ASH44	27558	198,996
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,500	4.125	1,375,444	931142EX7	27458	1,390,927
Intel Corp	USBGC	200,000	4.875	02/24/2023	198,252	02/10/2028	1,654	5.075	199,336	458140CE8	27553	198,406
TCI Communications I	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,659	4.747	345,072	872287AL1	27599	350,613
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,659	4.650	352,410	02665WCE9	27604	357,550



## Northern California Power Agency

## Treasurer's Report

07/31/2023

## Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,703	4.634	123,570	58769JAG2	27574	125,853
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,404	2.078	490,072	64966QUX6	27219	583,662
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,649	4.870	170,132	13077DMR0	27482	170,875
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,750	1.360	791,360	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,758	1.460	769,746	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,758	1.482	475,152	31422XAU6	27246	599,052
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,880	3.439	1,363,196	3130ANUL2	27439	1,506,084
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,891	4.430	268,580	953107AK5	27512	274,172
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,919	1.704	1,601,600	3130AN7G9	27245	2,005,148
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,922	1.565	397,885	56781RKZ9	27272	505,352
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,922	4.780	249,659	675383TR4	27513	251,929
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,936	2.134	308,031	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,936	2.134	201,455	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	3,044	5.110	79,997	16772PCS3	27485	79,244
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,079	2.044	1,986,200	3133ENJZ4	27360	2,453,570
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,192	4.181	900,237	31422XXY3	27403	970,706
Fund Total and Average		\$ 29,089,399	2.086		\$ 28,774,537		1811	2.157	\$ 25,567,487			\$ 28,731,822
GRAND TOTALS:		\$ 30,886,399	2.039		\$ 30,567,477		1747	2.106	\$ 27,219,874.			\$ 30,523,480

\*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 07/31/2023

## Callable Dates:

Inv #

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



Northern California Power Agency  
Treasurer's Report  
07/31/2023

Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	786,025	0.010		786,025		1	0.010	786,025	SYS79017	79017	786,025
Federal Home Loan Ba	USBT	436,000	4.640	12/28/2022	423,862	08/01/2023	0	4.821	436,000	313384JW0	27501	436,000
Federal Home Loan Ba	USBT	1,319,000	4.690	01/30/2023	1,287,554	08/01/2023	0	4.870	1,319,000	313384JW0	27534	1,319,000
Federal Home Loan Ba	USBT	1,029,000	4.829	02/24/2023	1,007,187	08/01/2023	0	5.003	1,029,000	313384JW0	27549	1,029,000
Federal Home Loan Ba	USBT	429,000	4.860	04/25/2023	423,324	08/01/2023	0	4.993	429,000	313384JW0	27582	429,000
Federal Home Loan Ba	USBT	428,000	5.099	05/26/2023	423,938	08/01/2023	0	5.220	428,000	313384JW0	27596	428,000
U.S. Treasury	USBT	426,000	4.997	06/30/2023	424,108	08/01/2023	0	5.089	426,000	912797GA9	27610	426,000
Fund Total and Average		\$ 4,853,025	4.035		\$ 4,775,998		0	4.168	\$ 4,853,025			\$ 4,853,025
GRAND TOTALS:		\$ 4,853,025	4.035		\$ 4,775,998		0	4.168	\$ 4,853,025.			\$ 4,853,025

\*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 07/31/2023



Northern California Power Agency  
Treasurer's Report  
07/31/2023

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	0	3.150	07/01/2023	0		1	3.150	0	SYS70028	70028	0
First American Govt.	USBGC	198,704	4.970		198,704		1	4.970	198,704	SYS70031	70031	198,704
California Asset Mgm	CMP	2,180,610	5.240	09/01/2022	2,180,610		1	5.240	2,180,610	SYS70073	70073	2,180,610
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	153	0.401	979,060	374288AB4	27161	1,000,000
Federal Home Loan Ba	USBGC	500,000	5.000	01/30/2023	500,000	01/26/2024	178	5.000	497,980	3130AUJ62	27515	500,000
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	211	5.143	49,874	3133EPCB9	27556	49,995
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	248	2.988	201,900	58989V2C7	27385	205,874
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	248	2.988	404,767	58989V2C7	27386	412,734
Federal National Mtg	USBGC	500,000	5.000	01/26/2023	500,000	04/26/2024	269	5.006	496,940	3135GAE72	27514	500,000
Federal Home Loan Ba	USBGC	985,000	4.875	01/30/2023	987,778	06/14/2024	318	4.649	981,109	3130ATVC8	27520	986,760
U.S. Treasury	USBGC	795,000	0.375	01/30/2023	749,536	07/15/2024	349	4.468	758,358	91282CCL3	27527	765,175
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	366	1.029	238,845	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	427	0.683	94,681	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	454	5.004	1,732,640	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	502	1.744	482,880	931142DV2	26950	505,928
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	591	4.296	496,275	3130AUZC1	27571	502,491
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	632	0.839	511,559	06406RAN7	27221	552,037
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	657	0.675	460,935	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	670	4.773	99,776	56052AH90	27605	100,390
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	727	5.000	989,640	3130AUP12	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	731	1.229	230,548	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	745	1.950	489,575	283734TC5	27131	523,229
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	792	0.765	118,698	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	819	5.053	989,620	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	819	5.023	989,250	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	821	5.003	989,100	3134GYFX5	27523	1,000,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	832	4.960	252,128	89236TKK0	27608	252,314
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	847	0.798	895,840	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	862	0.615	453,480	3135G06J7	27136	500,402
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	874	0.825	440,500	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	882	0.576	452,535	3135G06Q1	27148	500,751
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	910	5.050	992,860	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	911	5.100	989,080	3130AUNJ9	27518	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	4.800	01/30/2023	1,000,000	01/30/2026	913	4.800	989,790	3134GYFB3	27525	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	926	0.530	448,725	3130AKWA0	27165	499,873
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	931	5.150	988,860	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	938	4.226	498,350	58933YAY1	27526	504,463
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	939	0.500	447,860	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	942	4.200	33,656	17275RBC5	27481	33,957
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	944	3.996	199,278	3133EPCF0	27587	202,428



Northern California Power Agency  
Treasurer's Report  
07/31/2023

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	944	4.386	364,872	233851EC4	27588	371,712
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	955	4.720	201,664	641062BK9	27603	202,558
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	994	1.090	456,630	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,018	1.082	452,655	91324PEC2	27231	500,949
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	1,065	4.385	245,865	040664HH0	27589	250,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	1,094	5.000	986,050	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,112	0.875	445,850	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,119	0.967	448,025	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,121	1.250	43,281	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,181	1.567	179,854	872898AA9	27332	201,129
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,196	1.475	224,363	74460DAG4	27338	250,193
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,246	1.509	457,150	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,482	4.136	141,516	023135BC9	27456	144,616
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,485	4.200	385,660	3130ASVC0	27442	400,000
Federal Home Loan Ba	USBGC	437,838	5.555	01/30/2023	438,276	01/27/2028	1,640	5.531	432,737	3130AUJJ4	27516	438,232
Fund Total and Average		\$ 30,335,152	3.362		\$ 30,279,757		715	3.519	\$ 29,212,438			\$ 30,267,504

Hydro Debt Service

Federal Home Loan Ba	USBT	470,000	5.260	07/28/2023	459,150	01/02/2024	154	5.459	459,825	313384RG6	27616	459,424
Fund Total and Average		\$ 470,000	5.260		\$ 459,150		154	5.459	\$ 459,825			\$ 459,424

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,276,000	5.260	07/28/2023	1,246,543	01/02/2024	154	5.459	1,248,375	313384RG6	27617	1,247,289
Fund Total and Average		\$ 1,276,000	5.260		\$ 1,246,543		154	5.459	\$ 1,248,375			\$ 1,247,289

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	792,000	5.260	07/28/2023	773,716	01/02/2024	154	5.459	774,853	313384RG6	27618	774,179
Fund Total and Average		\$ 792,000	5.260		\$ 773,716		154	5.459	\$ 774,853			\$ 774,179

Hydro 2022B Debt Service

Federal Home Loan Ba	USBGC	255,000	5.260	07/28/2023	249,113	01/02/2024	154	5.459	249,479	313384RG6	27619	249,262
Fund Total and Average		\$ 255,000	5.260		\$ 249,113		154	5.459	\$ 249,479			\$ 249,262

Hydro Special Reserve

First American Govt.	USBGC	5,000	4.970		5,000		1	4.970	5,000	SYS70016	70016	5,000
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Northern California Power Agency  
Treasurer's Report  
07/31/2023

Hydro 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
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	829	0.460	1,356,817	3135G06G3	27166	1,496,341
Fund Total and Average		\$ 1,500,000	0.515		\$ 1,502,796		826	0.475	\$ 1,361,817			\$ 1,501,341

Hydro 2012 DSRA

U.S. Treasury	USBT	20,000	4.321	12/28/2022	19,191	11/30/2023	121	4.518	19,647	912796ZD4	27505	19,710
U.S. Treasury	USBT	17,000	4.297	01/10/2023	16,286	12/28/2023	149	4.500	16,630	912796ZN2	27508	16,698
U.S. Treasury	USBT	18,000	4.938	07/28/2023	17,207	06/13/2024	317	5.179	17,191	912797FS1	27623	17,217
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	334	2.551	1,814,569	9128286Z8	27388	1,861,707
Fund Total and Average		\$ 1,930,000	1.827		\$ 1,896,043		330	2.612	\$ 1,868,037			\$ 1,915,332
GRAND TOTALS:		\$ 36,558,152	3.306		\$ 36,407,118		657	3.491	\$ 35,174,824.			\$ 36,414,331

\*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 07/31/2023

Callable Dates:

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



Northern California Power Agency  
Treasurer's Report  
07/31/2023

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70046	70046	0
California Asset Mgm	CMP	166,681	5.240	09/13/2022	166,681		1	5.240	166,681	SYS70077	70077	166,681
Fund Total and Average		\$ 166,681	5.240		\$ 166,681		1	5.240	\$ 166,681			\$ 166,681

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	551	0.010		551		1	0.010	551	SYS79004	79004	551
U.S. Treasury	USBT	737,000	5.160	06/30/2023	720,838	11/30/2023	121	5.348	723,999	912796ZD4	27611	724,218
U.S. Treasury	USBT	734,000	5.230	07/28/2023	720,671	11/30/2023	121	5.400	721,052	912796ZD4	27620	721,097
Fund Total and Average		\$ 1,471,551	5.193		\$ 1,442,060		121	5.373	\$ 1,445,602			\$ 1,445,866

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	882	0.010		882		1	0.010	882	SYS79012	79012	882
U.S. Treasury	USBT	796,000	5.160	06/30/2023	778,544	11/30/2023	121	5.348	781,959	912796ZD4	27612	782,195
U.S. Treasury	USBT	821,000	5.229	07/28/2023	806,091	11/30/2023	121	5.400	806,518	912796ZD4	27621	806,568
Fund Total and Average		\$ 1,617,882	5.193		\$ 1,585,517		121	5.372	\$ 1,589,359			\$ 1,589,645

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	681,000	5.160	06/30/2023	666,066	11/30/2023	121	5.348	668,987	912796ZD4	27613	669,189
U.S. Treasury	USBT	664,000	5.230	07/28/2023	651,942	11/30/2023	121	5.400	652,287	912796ZD4	27622	652,328
Fund Total and Average		\$ 1,345,000	5.195		\$ 1,318,008		121	5.375	\$ 1,321,274			\$ 1,321,517

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	2,498	0.010		2,498		1	0.010	2,498	SYS79005	79005	2,498
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	409	4.468	19,900	3130ATVD6	27586	20,086
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	881	5.010	4,765,248	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	944	0.840	4,001,973	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,046	0.799	135,114	3130AN4T4	27270	150,316
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,795	4.285	118,610	3130AWN63	27624	118,499
Fund Total and Average		\$ 9,522,498	2.990		\$ 9,521,629		923	2.992	\$ 9,043,343			\$ 9,521,399

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	793	0.010		793		1	0.010	793	SYS79006	79006	793
U.S. Treasury	USBT	2,317,000	5.150	06/08/2023	2,258,995	11/30/2023	121	5.355	2,276,128	912796ZD4	27600	2,276,893



Northern California Power Agency  
Treasurer's Report  
07/31/2023

LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fund Total and Average		\$ 2,317,793	5.148		\$ 2,259,788		121	5.354	\$ 2,276,921			\$ 2,277,686

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	229	0.010		229		1	0.010	229	SYS79013	79013	229
U.S. Treasury	USBT	900,000	5.150	06/08/2023	877,469	11/30/2023	121	5.355	884,124	912796ZD4	27601	884,421
Fund Total and Average		\$ 900,229	5.149		\$ 877,698		121	5.354	\$ 884,353			\$ 884,650

LEC O & M Reserve

Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70047	70047	0
First American Govt.	USBGC	10,646	4.970		10,646		1	4.970	10,646	SYS70041	70041	10,646
California Asset Mgrn	CMP	5,351,061	5.240	09/09/2022	5,351,061		1	5.240	5,351,061	SYS70075	70075	5,351,061
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	211	5.143	49,874	3133EPCB9	27557	49,995
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	488	1.776	453,180	14912L6G1	26952	473,719
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	700	0.610	457,945	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	728	0.579	915,150	3136G4D75	27047	1,000,399
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	748	0.600	915,590	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	790	0.530	681,938	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	790	0.530	610,102	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	922	0.699	451,755	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,003	1.200	442,695	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,080	1.050	884,980	57629WDE7	27250	1,004,310
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,121	1.250	86,561	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,140	1.227	446,250	14913R2Q9	27290	498,836
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,181	1.567	764,380	872898AA9	27335	854,798
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,196	1.490	462,187	74460DAG4	27310	515,159
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,196	1.475	954,887	74460DAG4	27341	1,064,821
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,400	3.654	175,678	088006KB6	27424	183,806
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,666	5.003	260,552	233851DF8	27609	261,128
Fund Total and Average		\$ 15,300,707	2.622		\$ 15,312,396		622	2.605	\$ 14,375,411			\$ 15,288,678
GRAND TOTALS:		\$ 32,642,341	3.334		\$ 32,483,777		591	3.371	\$ 31,102,944.			\$ 32,496,122

\*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 07/31/2023

Callable Dates:

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




# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

**SUBJECT:** Advanced Turbine Support, LLC – Five Year Multi-Task Consulting Services Agreement for Borescope Inspection and Non-Destructive Testing 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 	<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	

<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>		
<hr/>		
<hr/>		

## **RECOMMENDATION:**

Approve Resolution 23-79 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC for borescope inspection and non-destructive testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

## **BACKGROUND:**

Various borescope inspection and non-destructive testing services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place with Allied Power Group, LLC for similar 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:**

On August 2, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 7, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-79
- Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC

**RESOLUTION 23-79**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ADVANCED  
TURBINE SUPPORT, LLC**

**(reference Staff Report 203:23)**

WHEREAS, various borescope inspection and non-destructive testing 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, Advanced Turbine Support, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC 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 Consulting 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 \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST:

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



## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ADVANCED TURBINE SUPPORT, LLC**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Advanced Turbine Support, LLC, a Florida limited liability company, with its office located at 6280 SW 103<sup>rd</sup> Street, Gainesville, FL 32608 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 All Policies Requirements.**

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

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

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

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

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

**4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that 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 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:

Advanced Turbine Support, LLC  
Attention: Rick Ginder  
6280 SW 103<sup>rd</sup> Street  
Gainesville, FL 32608

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

NORTHERN CALIFORNIA POWER AGENCY

ADVANCED TURBINE SUPPORT, LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**RICK GINDER,**  
CEO-Owner

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Advanced Turbine Support, LLC ("Consultant") shall provide borescope inspection and non-destructive testing services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Borescope Inspections
- Non-Destructive Testing

No project under this Agreement shall include any Work that would qualify as a Public Works Project under the California Public Contract Code or maintenance subject to the payment of prevailing wages under the California Labor Code.

## **EXHIBIT B**

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

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

Pricing will be provided at the time services are requested.

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

Advanced Turbine Support, LLC  
(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242  
(Project name and location)

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

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

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

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




# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

**SUBJECT:** Titan Crane & Rigging, Inc. – Five Year Multi-Task General Services Agreement for Crane 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 	<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 23-80 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Titan Crane & Rigging, Inc. for crane 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 crane 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 American Crane (pending), Hatton Crane, Maxim Crane, OST Trucks & Cranes and Summit Crane.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

On August 2, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 7, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a stylized flourish at the end.

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-80
- Multi-Task General Services Agreement with Titan Crane & Rigging, Inc.

## RESOLUTION 23-80

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH TITAN CRANE & RIGGING, INC.

(reference Staff Report 204:23)

WHEREAS, various crane 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, Titan Crane & Rigging, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Titan Crane & Rigging, 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 \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST:

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



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
TITAN CRANE & RIGGING, 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 Titan Crane & Rigging, Inc., a corporation with its office located at P.O. Box 30996, Stockton, CA 95213 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency 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.

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

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 Riggers Liability Insurance.** If the Services involves moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.

**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, judgments and causes of action in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** Not Applicable.

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

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would

otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability relate to such claims directly, 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; and/or

**8.4.3** Retain a different Contractor to complete the Work not finished by Contractor.

## **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.

**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:

Titan Crane & Rigging, Inc.  
Attention: Kelly Thompson  
P.O. Box 30996  
Stockton, CA 95213

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

TITAN CRANE & RIGGING, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**KELLY THOMPSON,**  
President

Attest:

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

Approved as to Form:

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

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

Titan Crane & Rigging, Inc. ("Contractor") shall provide truck and crane services, including cranes, trucks, and operators, as requested by the Northern California Power Agency ("Agency") at Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) and SCPPA Members.

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

- Engineering and Project Management for crane rental projects
- Crane and Lift training
- Engineered crane lifts
- Crane rentals and crane rental services
- Rigging services
- Transportation services
- Heavy lifts/heavy transportation services
- On-site evaluations
- Operated and Maintained crane rental
- Base crane rental

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:

<b>2023 Operated and Maintained Truck Cranes</b>					
Crane Size	Main Boom	Jib	Minimum Hours	Crew	Hourly Rate
26 Ton Boomtruck	101'	29'	4, 6 or 8	1	\$200.00
45 Ton Rear Mount BoomTruck	127'	55'	4, 6 or 8	1	\$265.00
50 Ton Hyd Truck Crane	110'	56'	4, 6 or 8	1	\$275.00
75 Ton Hyd Truck Crane	127'	96'	4, 6 or 8	1	\$300.00
110 Ton Hyd Truck Crane	140'	90'	8	2*	\$425.00
140 Ton Hyd Truck Crane	197'	72'	8	2*	\$450.00
210 Ton Hyd Truck Crane	197'	72'	8	2*	\$550.00
250 Ton Hyd Truck Crane	Varies	Varies	8	2*	\$575.00
275 Ton Hyd Truck Crane	Varies	Varies	8	2*	\$600.00

\*\*Additional Trucking for Counterweights, rates quoted per job requirements.

Overtime rates \$75/hour for 1 man crew or \$150 for 2 man crew

Doubletime rates \$150/hour for 1 man crew or \$300 for 2 man crew

Labor	Hourly Rate	Overtime	Double Time
Rigger / signal Person	\$160.00	\$75.00/hour	\$150.00/hour
Trucking	Hourly Rate		
Flatbed/Stepdeck	\$160.00		

Contractor's pricing is subject to change upon the giving of 30 day's 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 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

Titan Crane & Rigging, 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.

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(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 24, 2023

**SUBJECT:** Northern California Power Agency (NCPA) Scheduling Coordination Program Agreement Appendix B – Approval of Revised Version 25 of Appendix B

**AGENDA CATEGORY:** Consent

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

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

Approve Resolution 23-81 implementing a revised version 25 of Appendix B to the Scheduling Coordination Program Agreement (SCPA), which details the allocation of California Independent System Operator (CAISO) charges and payments to NCPA Members.

## BACKGROUND:

The Power Management and Administrative Services Agreement (PMASA) dated October 1, 2014, sets forth the terms and conditions under which NCPA provides contracted services to participants. The PMASA includes the Scheduling Coordination Program Agreement (SCPA), which defines the guidelines through which NCPA provides scheduling coordination services to members who are signatories to the PMASA. Included within the SCPA are several appendices that detail the multiple protocols and procedures associated with NCPA's participation in the CAISO markets with respect to the scheduling, dispatch and financial settlements of members' loads and supply resources. Pursuant to the SCPA, these appendices may be modified, subject to Commission approval, to conform to changes in scheduling protocols and CAISO market settlement rules.

A revised Version 25 of Appendix B to the Scheduling Coordination Program Agreement (SCPA) incorporates two new CAISO settlement charge codes, which are summarized in the table below. A clean and redline version of both Appendix B are each available for review on the NCPA Connect extranet website ([connect.ncpa.com](http://connect.ncpa.com)).

### Appendix B to the SCPA Change Summary Table

Appendix B Section	Change Action	Description
Charge Code 6476 for CAISO Real Time Energy Transfer Surcharge  Page 173 of redline version of Appendix B	<ul style="list-style-type: none"><li>This charge code allocates Real Time Assistance Energy Transfer Surcharge amounts to Scheduling Coordinators based on their respective, proportionate share of Measured Demand, excluding ETC (Existing Transmission Rights) or TOR (Transmission Ownership Right) Self Schedules.</li><li>This charge code represents a charge.</li></ul>	<ul style="list-style-type: none"><li>Consistent with the CAISO methodology, NCPA Members are allocated their respective share of NCPA charges in proportion to each utility's net measured demand less any load served by ETC or TOR self schedules;</li><li>This charge code is effective as of 7/1/2023 and settles for each five-minute interval by the CAISO for any RT Assistance Energy Transfer events.</li></ul>
Charge Code 6479 for CAISO Real Time Energy Transfer Allocation	<ul style="list-style-type: none"><li>Scheduling Coordinators within CAISO are allocated Real Time Assistance Energy Transfer amounts based on their proportionate share of incremental</li></ul>	<ul style="list-style-type: none"><li>Consistent with the CAISO methodology, NCPA Members are allocated their payments based on their respective share of incremental instructed energy associated with the</li></ul>

Page 176 of redline version of Appendix B	<p>imbalance energy quantities to total CAISO net, positive imbalance energy quantities.</p> <ul style="list-style-type: none"><li>• This charge code represents a payment.</li><li>• This charge code is settled based on five-minute interval</li></ul>	<p>Fifteen Minute Market and Real Time Dispatch, as well as Uninstructed Imbalance Energy.</p> <ul style="list-style-type: none"><li>• Allocation applies to generating resources</li><li>• Members' respective quantities for use as estimates are summed over each applicable Energy Service Provider (ESP) entity</li></ul>
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#### **FISCAL IMPACT:**

No significant costs will be incurred to implement the changes to the SCPA Appendices and funds are available in the NCPA budget to support the work associated with these contract updates.

CAISO revenues and costs allocated to Members are reflected in their respective share of allocated CAISO amounts that are included in the monthly All Resources Bill (ARB) and as well as, where applicable, in the NCPA annual budget for forecasted CAISO amounts.

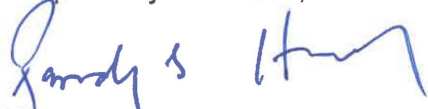
#### **ENVIRONMENTAL ANALYSIS:**

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 2, 2023. Due to the lack of a quorum no formal action was taken, however, the Members present at the meeting voiced their support for the recommendation, and no other meeting attendees had any objections.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 23-81

## **RESOLUTION 23-81**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY SCHEDULING COORDINATION PROGRAM AGREEMENT VERSION 25 APPENDIX B REVISION**

**(reference Staff Report #208:23)**

WHEREAS, the Amended and Restated Scheduling Coordination Program Agreement (“SCPA”) dated October 1, 2014, sets forth the terms and conditions under which NCPA supplies Scheduling Coordination Services to members; and

WHEREAS, the SCPA contains multiple appendices that detail the protocols and procedures through which NCPA participates in the California Independent System Operator (“CAISO”) markets through the CAISO’s bid-to-bill process cycle that includes, among other things, the submission of energy, ancillary services and capacity bids into the CAISO, and the resulting scheduling, dispatch and allocation of financial settlements associated with members’ loads and supply resources; and

WHEREAS, the appendices of the SCPA contain the terms and conditions for allocating the numerous CAISO charges and credits to the members in an equitable manner, the scheduling details applicable to the agreement, and various other technical and administrative provisions; and

WHEREAS, as required from time to time the SCPA participants recommend revision and updates to the administrative and technical provisions contained in Appendix B to the SCPA to accurately reflect the evolving terms and conditions related to services from the CAISO; and

WHEREAS, to ensure the accuracy of cost allocations it is necessary to make changes and updates to the estimate and allocation formulas in Appendix B as outlined in the Appendix B Change Summary Table of the Staff Report; 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 acting by and through the Parties to the NCPA Scheduling Coordination Program Agreement approves revised Version 25 of Appendix B to the SCPA effective immediately as to the applicable operating dates indicated in the Appendix B Change Summary Table of the Staff Report and authorizes NCPA staff under the direction of the NCPA General Manager to implement the provisions thereto.

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

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

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

**SUBJECT:** Approval of CY 2024 Northern California Power Agency Capacity Pool Rates

**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	

## IMPACTED MEMBERS:

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

*If other, please specify*

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## RECOMMENDATION:

Adopt Resolution 23-78 approving the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2024 Resource Adequacy compliance year.

## BACKGROUND:

The NCPA Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members<sup>1</sup> to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill. In accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool.

## DISCUSSION:

An ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2024 Resource Adequacy compliance year<sup>2</sup>. The ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool. NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2024 Resource Adequacy compliance year.

## CAPACITY RATES:

The following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2024 Resource Adequacy compliance year:

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Local	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.50	\$ 5.50	\$ 6.50	\$ 8.50	\$ 10.50	\$ 7.50	\$ 4.00	\$ 4.00
System	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 5.00	\$ 5.00	\$ 6.00	\$ 8.00	\$ 10.00	\$ 7.00	\$ 3.50	\$ 3.50
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

## FISCAL IMPACT:

Work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates 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.

<sup>1</sup> NCPA Pool Members include cities Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, and Ukiah, and Plumas-Sierra Rural Electric Cooperative, and the Port of Oakland.

<sup>2</sup> The 2024 Resource Adequacy compliance year is coincident with the 2024 calendar year, but includes data submittals and demonstrations that will be filed with the CAISO in 2023.

**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 2, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 23-78

## RESOLUTION 23-78

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY CY 2024 NORTHERN CALIFORNIA POWER AGENCY CAPACITY POOL RATES

(reference Staff Report #202:23)

WHEREAS, the Northern California Power Agency (NCPA) Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill; and

WHEREAS, in accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool; and

WHEREAS, an ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2024 Resource Adequacy compliance year; and

WHEREAS, the ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System, and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool, and NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2024 Resource Adequacy compliance year; and

WHEREAS, the following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2024 Resource Adequacy compliance year:

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Local	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.50	\$ 5.50	\$ 6.50	\$ 8.50	\$ 10.50	\$ 7.50	\$ 4.00	\$ 4.00
System	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 5.00	\$ 5.00	\$ 6.00	\$ 8.00	\$ 10.00	\$ 7.00	\$ 3.50	\$ 3.50
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

WHEREAS, work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates 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 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 and approves the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2024 Resource Adequacy compliance year.

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

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

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

**SUBJECT:** Debt and Interest Rate Management Report ending June 30, 2023

**AGENDA CATEGORY:** Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission accept the Debt and Interest Rate Management Report for the period ending June 30, 2023.

## **BACKGROUND:**

In accordance with the Debt and Interest Rate Management Policy, Appendix A, *Debt & Interest Rate Management Report Guidelines*, 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, 2023, 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

N/A

### Interest Rate Swaps

N/A

### Counterparties

N/A

### Rating Changes

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

- In January, Moody's Investors Service affirmed the A1 and Aa2 ratings and Stable outlooks of the Lodi Energy Center Indenture A and B bonds, respectively.
- In April, Fitch Ratings reviewed the rating of the Lodi Energy Center Indenture A bonds and concluded there should be no change to the existing rating or outlook (A/stable).

## **FISCAL IMPACT:**

There is no fiscal impact in accepting the Debt and Interest Rate Management Report for the period ending June 30, 2023. There were no material changes, no defaults, and the ratings remained the same on the rated projects.

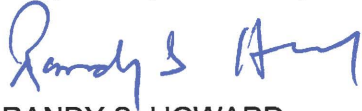
## **ENVIRONMENTAL ANALYSIS:**

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 8, 2023, 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, 2023



## **Debt and Interest Rate Management Report As of June 30, 2023**

Monty Hanks  
August 2023

	<u>Page</u>
■ Key Highlights	3
■ 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 2023

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

# FIXED RATE DEBT OVERVIEW

## Fixed Rate Debt Overview

- Fixed Rate Debt
  - No changes since the last update
- Ratings
  - January 2023
    - Moody's Investors Service affirmed the A1 and Aa2 ratings with a stable outlook on the Lodi Energy Center Indenture A and B bonds, respectively
  - April 2023
    - Fitch Ratings reviewed the rating of the Lodi Energy Center Indenture A bonds and concluded there should be no change to the existing rating or outlook (A/stable)

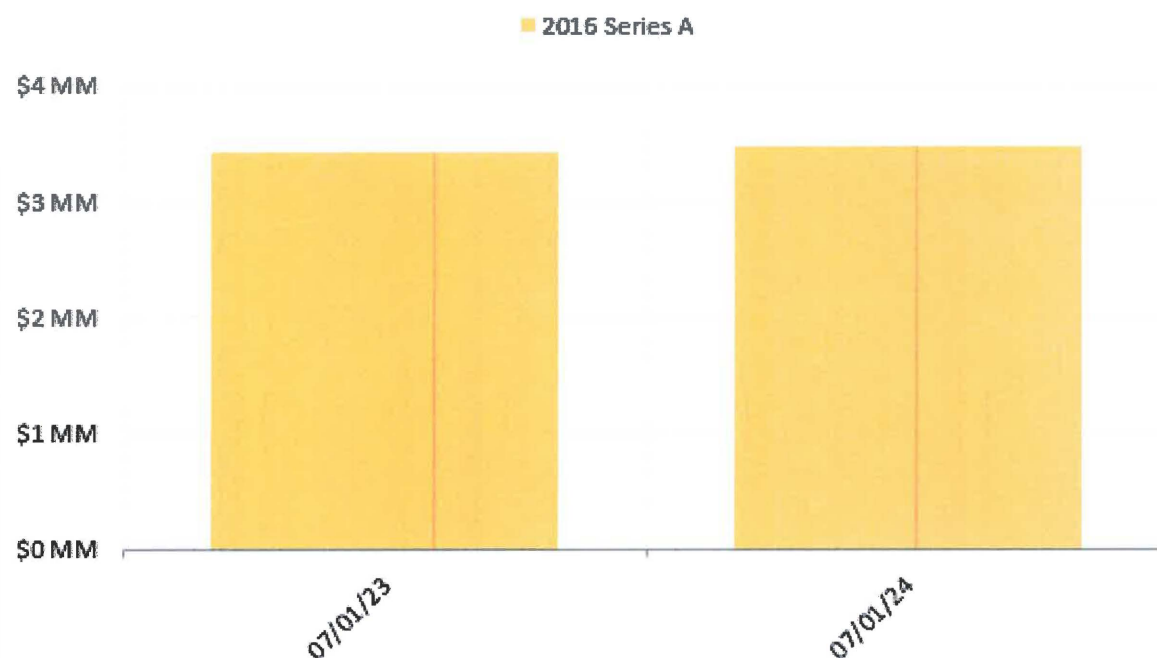
# DEBT OVERVIEW BY PROJECT

## Geothermal Project Debt Overview

Geothermal Project Participation Percentages

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

Geothermal Project Debt Service



Summary of Outstanding Geothermal Project Debt

Ratings (M/S/F): -/-/- <sup>(1)</sup>							
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2016 Series A	Tax-Exempt	Fixed-Rate	\$17,530,000	\$6,785,000	1.670%	-	7/1/2024

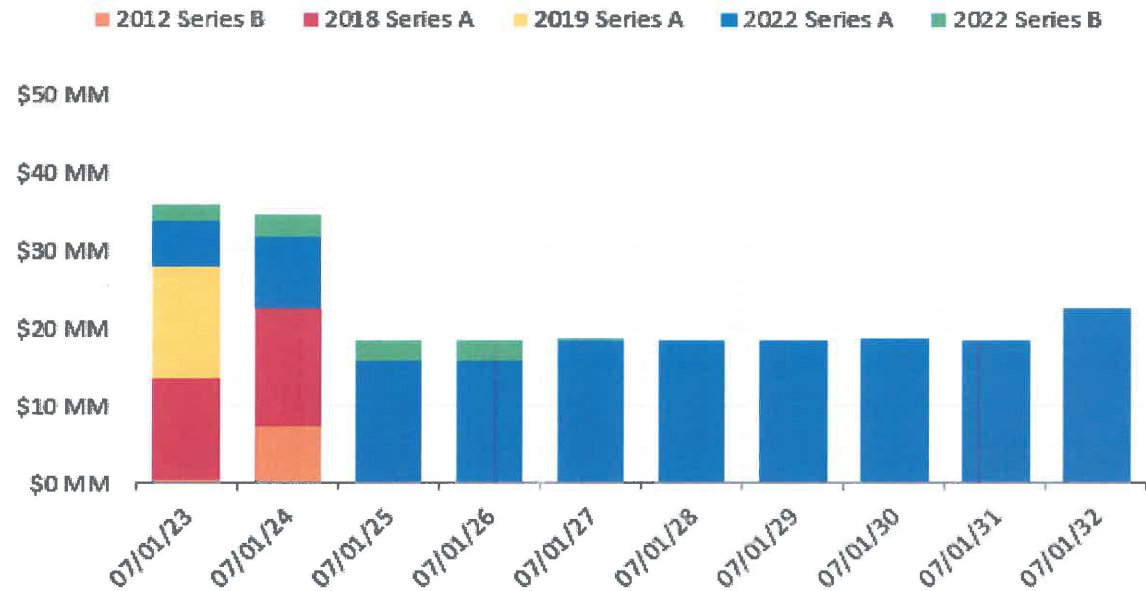
<sup>(1)</sup> Outstanding bonds are bank loans; ratings withdrawn

# Hydroelectric Project Debt Overview

## Hydroelectric Project Participation Percentages

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

## Hydroelectric Project Debt Service



## Summary of Outstanding Hydroelectric Project Debt

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

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

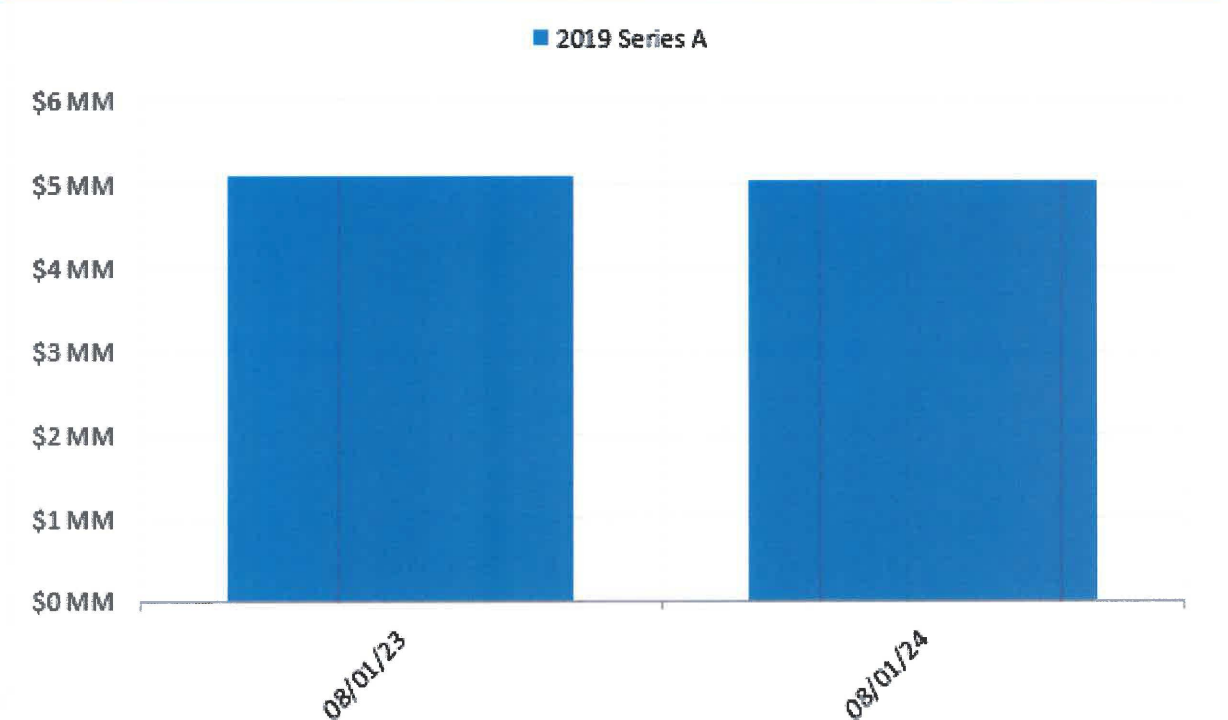
<sup>(1)</sup> S&P rating only on 2012 Series B Bonds

## Capital Facilities Debt Overview

### Capital Facilities Participation Percentages

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

### Capital Facilities Debt Service



### Summary of Outstanding Capital Facilities Debt

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

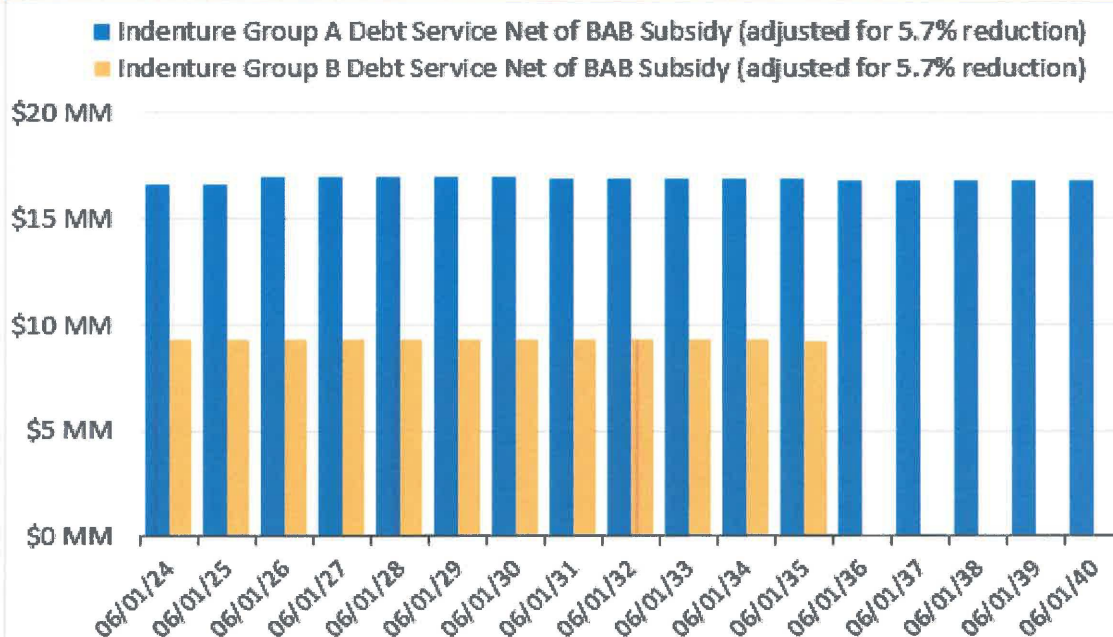
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2019 Series A	Tax-Exempt	Fixed-Rate	\$20,450,000	\$9,430,000	5.000%	-	8/1/2024

# Lodi Energy Center Debt Overview

LEC Participation Percentages

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

Lodi Energy Center Debt Service



Summary of Outstanding Lodi Energy Center Debt

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Next Call	Final Maturity
<b>Indenture Group A   Ratings (M/S/F): A1/A-/A, Stable Outlooks <sup>(1)</sup></b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$176,625,000	\$176,625,000	7.311% <sup>(2)</sup>	Make-Whole	6/1/2040
2017 Series A	Tax-Exempt	Fixed-Rate	\$38,970,000	\$15,470,000	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	\$88,315,000	4.630%-5.679% <sup>(2)</sup>	Make-Whole	6/1/2035

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** August 24, 2023

**SUBJECT:** Approval of Revisions to NCPA's Personnel Policies and Procedures Manual

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Brynna Bryant	<b>METHOD OF SELECTION:</b>
	Human Resources Manager	N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>
<b>Department:</b>	Human Resources	

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

**RECOMMENDATION:**

Approve Resolution 23-77 authorizing the General Manager or their designee to implement revisions to NCPA's Personnel Policies and Procedures Manual.

**BACKGROUND:**

As part of the Agency's Strategic Plan, staff was tasked to perform a comprehensive review and update to the Agency's Personnel Policies and Procedures Manual. Staff worked closely with legal counsel reviewing and updating the Personnel Policies and Procedures Manual to ensure compliancy with all applicable state, federal, and local laws.

Minor revisions to the policy include:

- Editing and reformatting throughout
- Language changes from his/her to they/them/their
- Updated language to ensure compliance with applicable laws

Major revisions to the policy include changes to the following policies and procedures:

- Personnel Risk Assessments and Cyber Security Training Policy
- Telecommute Program Procedures
- Alternative Workweek Procedure
- Transportation – Employer Pull Notice Program
- Retirement and Resignation Procedure
- Agency Educational Leave and Tuition Reimbursement Policy and Procedure
- Sick Leave Policy
- Bereavement Leave
- Work Incurred Injury/Illness Medical Appointment
- Agency Reasonable Accommodation Policy
- Discipline Policy

**FISCAL IMPACT:**

Approval of these revisions to NCPA's Personnel Policies and Procedures Manual will have minimal fiscal impacts. Therefore, this action does not require a budget augmentation.

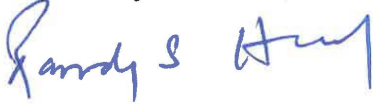
**ENVIRONMENTAL ANALYSIS:**

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 revisions to NCPA's Personnel Policies and Procedures Manual was reviewed by the Executive Committee on June 29, 2023 and August 24, 2023.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 23-77
- NCPA Personnel Policies and Procedures

**RESOLUTION 23-77**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING  
REVISIONS TO NCPA'S PERSONNEL POLICIES AND PROCEDURES MANUAL**

**(reference Staff Report #201:23)**

WHEREAS, as part of the Agency's Strategic Plan, staff was tasked to perform a comprehensive review and update to the Agency's Personnel Policies and Procedures Manual (Manual); and

WHEREAS, staff worked closely with legal counsel reviewing and updating the Manual to ensure compliancy with all applicable state, federal, and local laws; and

WHEREAS, the Manual includes both minor and major revisions; and

WHEREAS, the Executive Committee reviewed the revisions to the Manual on June 29, 2023 and August 24, 2023, and recommended approval by the Commission; and

WHEREAS, the Manual delegates authority to the General Manager for implementation; 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 implement the revisions to NCPA's Personnel Policies and Procedures Manual.


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

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

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

ATTEST:

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



# Northern California Power Agency Personnel Policies and Procedures

Date Issued: September 1, 2023



## PERSONNEL POLICIES AND PROCEDURES

### TABLE OF CONTENTS

<b>THE MANUAL</b> .....	<b>5</b>
Manual Organization.....	5
<b>400. PURPOSE</b> .....	<b>5</b>
400.1 Applicability.....	5
400.1.1 Administration.....	6
400.2 Agency Rights and Responsibilities.....	6
<b>401. GENERAL DEFINITIONS</b> .....	<b>6</b>
<b>402. CLASSIFICATIONS</b> .....	<b>10</b>
402.1 Appointment.....	13
402.2 Probationary Period.....	14
402.3 Employment of Relatives.....	15
402.4 Pre-Placement and Annual Physical Examinations.....	16
402.5 Personnel Files.....	17
402.6 Applicant Screenings.....	18
<b>403. COMPENSATION</b> .....	<b>18</b>
403.1 Compensation Plan.....	18
403.2 Salary Ranges.....	19
403.3 Salary Increase Following Completion of Probation.....	19
403.4 Annual Structure Adjustment.....	19
403.5 Performance Pay.....	19
403.6 Wages.....	19
403.7 Temporary Upgrade.....	20
403.8 Transportation.....	20
403.9 Employee Salary Authorization.....	21
403.10 Overtime Compensation.....	21
403.11 Additional Leave.....	22
403.12 Reimbursement for Relocation Expenses.....	22
403.13 Performance Evaluation.....	22
<b>404. WORK HOURS</b> .....	<b>23</b>
404.1 Employee Work Hours.....	23
404.2 Alternative Workweek (4-10 and 9-80 Work Schedules).....	23

PERSONNEL POLICIES AND PROCEDURES	
404.3 Flex-Time Flexible Schedule.....	24
404.4 Telecommute Program .....	24
404.5 Attendance Standards .....	24
404.6 Resignation.....	25
404.7 Absence Without Notice.....	25
404.8 Exit Interview.....	25
<b>405. BENEFITS .....</b>	<b>25</b>
405.1 Medical Plans .....	26
405.2 Dental Insurance.....	26
405.3 Vision Care .....	26
405.4 Short (STD) and Long-Term Disability Insurance (LTD) .....	26
405.5 State Disability Insurance (SDI) Program .....	26
405.6 Retirement Plan .....	27
405.7 Deferred Compensation Plan.....	27
405.8 Post-Retirement Health Insurance.....	27
405.9 Basic Life Insurance.....	30
405.10 Educational Leave and Tuition Reimbursement .....	30
405.11 Flexible Spending Accounts (FSAs).....	31
405.12 Long Term Care Insurance.....	31
405.13 Employee Assistance Program.....	31
<b>406. LEAVES OF ABSENCE .....</b>	<b>32</b>
406.1 Holidays .....	32
406.2 Floating Holidays .....	32
406.3 Vacation Leave .....	33
406.4 Sick Leave .....	34
406.5 Medical Leave.....	35
406.6 Family and Medical Leave Under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) .....	36
406.7 Organ and Bone Marrow Leave.....	39
406.8 Bereavement Leave.....	39
406.9 Jury Duty and Subpoena .....	40
406.10 Military Leave.....	40
406.11 Time Off to Vote.....	41

PERSONNEL POLICIES AND PROCEDURES	
406.12 Authorized Leave of Absence .....	41
406.13 Pregnancy Disability Leave .....	41
406.14 School and Child Care Activity Leave .....	42
406.15 Administrative Leave.....	43
406.16 Volunteer Civil Service Leave .....	43
406.17 Civil Air Patrol Leave.....	43
406.18 Time Off and Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking.....	44
406. 19 Crime Victim’s Leave .....	45
406.20 Time Off During a State of Emergency .....	45
406.21 Work Incurred Injury/Illness Medical Appointment .....	46
406.22 Reasonable Accommodation Policy .....	47
<b>407. EMPLOYEE CONDUCT.....</b>	<b>50</b>
407.1 Code of Ethics.....	50
407.2 Confidentiality of Information.....	50
407.3 Conflict of Interest and Outside Employment .....	51
407.4 Gifts .....	51
407.5 Statement of Economic Interest.....	52
407.6 Dress Code .....	52
407.7 Drug and Alcohol-Free Workplace .....	52
407.8 Political Activities .....	52
407.9 Grievances.....	53
407.10 Employee Solicitation, Organization and Distribution .....	54
407.11 Service Recognition.....	54
407.12 Suggestion and Award.....	54
<b>408. SAFETY .....</b>	<b>55</b>
408.1 Smoking.....	55
408.2 Workplace Violence .....	55
408.3 Communicable Disease Control.....	56
<b>409. HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION .....</b>	<b>57</b>
409.1 Equal Employment Opportunity Policy.....	57
409.2 Unlawful Harassment, Discrimination and Retaliation .....	58
<b>410. EMPLOYEE RETENTION: SEVERANCE BENEFITS FOR INVOLUNTARY SEPARATION .....</b>	<b>60</b>

PERSONNEL POLICIES AND PROCEDURES	
<b>411. DISCIPLINE POLICY</b>	<b>62</b>
411.1 Disciplinary Actions	62
<b>P402.1 TEMPORARY/CASUAL STAFF HIRING PROCEDURE</b>	<b>72</b>
<b>P403.10 OVERTIME COMPENSATION (CTO) PROCEDURE</b>	<b>73</b>
<b>P403.11 CALL OUT PROCEDURE FOR EXEMPT STAFF</b>	<b>75</b>
<b>P403.12 REIMBURSEMENT FOR RELOCATION EXPENSES</b>	<b>76</b>
<b>P404.2 ALTERNATIVE WORKWEEK PROCEDURE</b>	<b>79</b>
<b>P404.4 TELECOMMUTE PROGRAM PROCEDURE</b>	<b>82</b>
<b>P404.6 RESIGNATION-RETIREMENT PROCEDURE</b>	<b>91</b>
<b>P405.10 TUITION REIMBURSEMENT PROCEDURE</b>	<b>93</b>
<b>P406.3 REQUEST FOR PAYMENT OF ACCRUED VACATION</b>	<b>96</b>
<b>P406.21 WORK INCURRED INJURY/ILLNESS MEDICAL APPOINTMENT PROCEDURE</b>	<b>97</b>
<b>P407.7 DRUG AND ALCOHOL-FREE WORKPLACE PROCEDURE</b>	<b>99</b>
<b>P407.9 NON-REPRESENTED STAFF GRIEVANCE FORM</b>	<b>111</b>
<b>P407.11 SERVICE RECOGNITION PROCEDURE</b>	<b>112</b>
<b>P407.12 SUGGESTION AND AWARD PROCEDURE</b>	<b>113</b>
<b>P408.2 WORKPLACE VIOLENCE PREVENTION PROCEDURE</b>	<b>117</b>

## THE MANUAL

This manual is designed to provide employees with top level policies and guidance for making decisions that are necessary to carry out the day-to-day business of the Agency. These Personnel Policies should not be interpreted as forming an express or implied contract or promise that the policies discussed will be applied in every case.

This manual is intended to achieve uniform policy interpretation throughout the Agency while allowing, wherever possible, managers and employees reasonable freedom to carry out their duties and responsibilities. It is a supplement to good managerial judgment and allows for individual discretion by managers and supervisors in the good faith exercise of their responsibilities. While every attempt has been made to ensure these policies are consistent with federal and state laws, if an inconsistency arises, the policy(s) will be enforced consistent with the applicable law. It is anticipated that each policy will generally be followed, although it is recognized that a policy is subject to an exception if approval is granted from the General Manager or their delegate.

Management retains the unilateral right to alter, amend, or modify these policies at any time within its sole discretion. With respect to a policy change affecting wages, hours, or other terms and conditions of employment falling within the scope of representation for represented employees, Management shall provide the recognized exclusive bargaining representative with notice of such a change and the opportunity to meet and confer regarding it.

### Manual Organization

The manual is organized so that individual sections can be replaced as changes are approved and published. Policies are included in the body of the document. Detailed procedures where appropriate are included in the Personnel Procedures section.

## 400. PURPOSE

The purpose of this manual is to provide guidance and direction for both employees and management to work together in concert to achieve efficiency and effectiveness in a manner that is mutually beneficial for the Agency and its employees.

### 400.1 Applicability

This manual addresses Agency personnel issues, including but not limited to, classifications, work hours, compensation and benefit programs, leave rights and privileges, conduct, safety, and non-discrimination and harassment.

The Commission and/or the General Manager are empowered to make exceptions to the provisions of the policies expressed in this manual in individual instances when such exceptions are in the best interest of Agency operations. The General Manager is responsible for detailed

procedures where applicable. The policies contained in this manual are subject to change at any time with notice to the unions in accordance with the law.

The policies contained in this manual apply to all employees of the Agency. If there is a conflict in the guidance provided by these Policies and Procedures and the language provided in the Memorandum of Understanding (MOU) of any recognized bargaining unit, under Government Code Section 3500, such MOU terms shall be controlling.

#### 400.1.1 Administration

Purpose: To establish Agency policies and delegate to the General Manager authority for their administration and implementation.

##### **Administration of Policies**

The General Manager shall be responsible for the administration of the policies expressed in this manual. The Human Resources Manager is delegated the authority to administer these policies and develop procedures.

These policies, and any revision thereof, will be distributed to all Agency officers and employees in electronic form.

#### 400.2 Agency Rights and Responsibilities

The Agency, Commission, and such persons as the Commission may authorize, have the exclusive right and responsibility in accordance with applicable laws and regulations to take certain actions including, but not limited, to the following:

- Determining the Agency purpose, budget and organization.
- Defining the duties assigned to Agency positions and classifications.
- Directing employees in the performance of their duties.
- Hiring, promoting, transferring, classifying and assigning employees.
- Disciplining or dismissing employees.
- Determining and effectuating methods of implementing the foregoing.

### 401. GENERAL DEFINITIONS

Definitions of general terms used throughout the manual:

##### **Agency**

Northern California Power Agency (NCPA), a joint powers agency formed under the laws of the State of California.

**Appointing Authority**

The Commission, General Manager or their designee is lawfully authorized to make appointments or to remove persons from positions in the Agency's service, or persons designated by such appointing authority to perform those duties that legally may be delegated.

**"At-Will" Employees**

At-Will employees serve at the pleasure of the Appointing Authority and may be terminated without cause at any time regardless of any previous position(s) held by the employee with the Agency that may have provided otherwise. At-Will employees include, but are not limited to, employees serving at the pleasure of the Commission or General Manager, probationary employees, provisional employees, limited-term, part-time, and/or casual employees or any employee whose contract for employment makes them an At-Will employee. At-Will employees do not have the rights described under the Discipline Policy, and they have no right of appeal except as provided by law.

At-Will employees who are full-time and not classified as casual, part-time shall acquire the service and rights of a regular employee.

**Assistant General Manager**

An executive manager, reporting directly to the General Manager, assigned responsibility for a major department within the Agency.

**Casual Employee**

A casual employee is an employee specifically engaged to work on a non-permanent basis, and does not include an employee hired on a full-time or part-time basis. In represented classes, a casual employee is usually hired for six months or less to fill the immediate needs of the Agency. No fringe benefits are paid a casual employee, except as required by law.

**Classic Member**

Agency employees hired prior to January 1, 2013 or were participating in the California Public Employees Retirement System (CalPERS) prior to January 1, 2013.

**Commission**

The Agency governing body.

**Continuous Service**

Agency employment in a regular position that has not been interrupted by resignation, discharge, layoff, retirement, or an applicable leave.

**Demotion**

A change to the classification of a position or the transfer of an employee that results in an employee being assigned to a lower salary range that may result in a reduction in an employee's compensation.

**Domestic Partner**

Domestic partners must be registered with the State of California and meet the eligibility requirements set forth by law.

**Employee**

A person who is occupying a position (as defined below) in the Agency's service or who is on an authorized leave of absence from such position.

**Employment Date**

The date on which a regular employee began a period of continuous service with the Agency.

**Limited Term Appointment**

Limited Term appointments are made only for temporary staffing needs and are distinguished from permanent and probationary appointments by the fact that they are made for a limited duration. Employees in limited term appointments may accrue all benefits of a regular full-time or part-time employee, but are not regular employees and are not eligible for severance benefits.

**Manager**

An employee who is responsible for a recognized division within one of the major departments of the Agency.

**Out-of-Class Appointment**

An appointment of an employee to a higher classification by the employer or Commission in a vacant position for a limited duration, in accordance with CalPERS guidelines.

**New Member (PEPRA)**

Under the Public Employee's Pension Reform Act of 2013 (PEPRA) a new member includes: 1) a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who has no prior membership in any other California public retirement system, 2) a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system or 3) a member who established CalPERS membership prior to January 1, 2013 and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.

**Part-Time Employee**

An employee in a position established in the budget on a year-round basis requiring work on a regular schedule of less than 30 hours per week or less than 60 hours in a pay period. A part-time employee does not generally acquire service and rights with respect to leave of absence, holidays, vacation leave, benefit programs or similar rights. Part-time employees shall be afforded sick leave in accordance with the applicable sick leave laws.

**Position**

A group of current duties and responsibilities assigned a budget authorization by the Commission requiring the on-going full-time or part-time services of one individual employee.

**Probationary Period**

The period following the date of appointment in each authorized regular position, except as to At-Will employees, during which the employee serves at the will or the pleasure of the Appointing Authority and may be discharged without prior notice, without cause, and without right of appeal.

**Promotion**

The movement of an employee from one classification to another classification having a higher maximum rate of pay of at least 5%.

**Provisional Employee**

A regular employee transferred or promoted to a new classification and serving a trial period to determine suitability for the position. The trial period shall be predetermined by the Appointing Authority. If during the trial period the employee is determined by the Appointing Authority to not be suitable to the position the employee shall be returned to the classification from which they were promoted or transferred if such position is available. Notwithstanding the foregoing, a Provisional employee is an At-Will employee and does not have the rights described under the Discipline Policy with respect to employment with Agency following transfer or promotion.

**Regular Employee**

A regular employee is any employee, except an At-Will employee who has satisfactorily completed a probation period and is hired for continuous service to exceed six months for which a budget authorization exists.

Regular employees include full-time employees, shift employees, and employees who work 30 hours per week or more. A regular employee shall acquire service and rights with respect to leave of absence, holidays, sick leave, vacation, benefit programs or similar rights and privileges.

**Retired Annuitant**

A CalPERS retiree who, without reapplying for reinstatement from retirement, returns to work for a CalPERS employer in a designated retired annuitant position.

**Shift Employee**

Employees whose eight, nine, ten or twelve-hour work period is regularly scheduled and regularly rotated to accomplish 24-hour coverage.

**Student Employee**

Employees enrolled in a qualifying institution who are at least 18 years of age, enrolled in a minimum of six-semester units or nine-quarter units for undergrad students or four-semester units or six-quarter units for graduate students. No fringe benefits are paid to a student employee, except as required by law.

**Transfer**

The movement of an employee from a position in one class to a position in the same or sufficiently similar class.

**Workday**

A continuous 24-hour period, which normally begins at 12:01 am and ends at midnight.

**Workplace**

Any location where an employee of the Agency performs a work-related duty.

**Workweek**

A continuous 7-day period, which normally begins Sunday at 12:01 am and ends the following Saturday at midnight. For employees working a nine-eighty (9/80) schedule, the workweek is defined as beginning and ending after the fourth (4th) hour on the Friday of the two-week 9/80 schedule.

## 402. CLASSIFICATIONS

**Administration and Use**

The Agency's classification plan is utilized for decision-making concerning compensation, recruitment and selection, lines of progression, employee development, training, career advancement and other Human Resources program activities. Compensation is governed by the salary schedule, Memoranda of Understandings, and other Commission-approved documents.

The Agency's classification plan shall be under the direction of the Human Resources Manager.

**Classification of Positions**

Authorized positions shall be allocated to the appropriate class in accordance with the knowledge, skills, and responsibilities of its assigned duties. Positions shall be classified by the Human Resources Manager. Positions shall be allocated to the same class when their duties are sufficiently similar that:

- The same descriptive title may be used to designate each position in the class;
- The same or similar level of knowledge, skills, responsibilities and other qualifications may be required of incumbents;

- The same or similar examination and selection methods may be used to select employees;
- The same schedule of compensation may apply.

### **Process**

The classification process includes job analysis and documentation via a job analysis and job description that has been reviewed and approved by the appropriate Supervisor, Manager, Assistant General Manager, and Human Resources Manager.

### **Classification of New Positions**

When a new position is authorized by the Commission, the Human Resources Manager will recommend the proper assignment of such position to an appropriate class in the classification plan, or when appropriate, a new class.

The position will further be subject to investigation by the Human Resources Manager, after it is occupied by an employee, to determine if the incumbent is performing the duties of the initially assigned classification.

When a new position falls within a class series such as Engineer I, II, III, IV and V, the assigned classification level shall be based on the full range of duties and responsibilities associated with the said position. Typically, this will be the full journey level. If an employee is hired into the position at a level lower than the assigned classification (i.e., the position is “under-filled”), the employee may be advanced to the highest level to which the position is allocated as they gain experience and training and are able to perform the full range of duties. In the case of positions currently allocated to a level below the range of duties and responsibilities associated with said position or below the full journey level, subsequent to review and approval by Human Resources, the position may be reallocated to the appropriate level within the same class series and the incumbent may be advanced to this level without Commission approval.

### **Changes in Classification of Existing Positions**

When any change is made within a department which significantly affects the duties and responsibilities of any position, the Manager will report these facts in writing to the Human Resources Manager. The appropriate Assistant General Manager shall approve the request for a study before it is reviewed by the General Manager. The Human Resources Manager may then make a study of the duties and responsibilities and the relationship to other classes of the affected positions.

The Human Resources Manager may study the duties of any position in a classification plan and make recommendations to the Commission for a change in class or the allocation to a more appropriate class. Classification changes for represented employees are subject to the meet and confer process.

Studies may be initiated in the following manner:

- A written request by the employee or Manager, explaining the change in duties, should be submitted for review and approval to the Manager. If approved, the Manager should forward the request to the Human Resources Manager, stating the reason for the request to review the position or positions.
- Referral from the General Manager.
- When possible authorization for new positions are indicated.
- Regular periodic maintenance of the classification plan or when the Human Resources Manager identifies a need to study an existing position.

The Human Resources Manager will review and consider all information submitted including the required duty statements. The request for a classification study will be reviewed by, and requires the approval of the General Manager. Any recommendations for executive action will be discussed with the General Manager and appropriate Assistant General Manager. Any proposed change to a classification with a higher or lower salary range shall be presented to the Commission for approval.

A change of classification of an occupied non-represented position shall affect the status of the incumbent in the following manner:

- When a position moves from one class to another class and it can be clearly shown by the Human Resources Manager that the duties have evolved over a period of time without manipulation to evade the merit principles and the duties and responsibilities of the new class will be substantially the same as the incumbent has been performing in the preceding six months, the incumbent shall be granted the same status in the new class that was held in the old class.
- When a position is reallocated to a class with a higher salary range, the same salary range or from one series to an unrelated series, the incumbent shall gain eligibility and seek appointment through the recruitment process which may be limited to Agency employees only. Provided the incumbent has regular employee status, the examining process may be noncompetitive at the discretion of the Human Resources Manager.
- When the position is allocated to a class in a related series with a lower salary range, the incumbent may choose to retain the position by accepting a voluntary demotion. The incumbent may also request a transfer to a position in the class from which the position was moved if a vacant position exists in the class.

### **Class Specifications**

The Human Resources Manager, in consultation with the Assistant General Manager or their designee, shall prepare a written specification for each job classification.

The specifications, when approved by the Assistant General Manager or their designee, shall constitute the official class specifications for the Agency. The official copy of the specifications

for each class shall be maintained in the Human Resources Department and shall indicate the date of adoption or last revision of amendment.

Each specification shall include: the class title; a brief description of scope, nature and responsibility of the class; a description of the tasks or duties ordinarily performed in the positions allocated to the class; a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, knowledge, skills, and any additional factors considered pertinent.

Class specifications are not restrictive and shall not be construed as declaring that duties and responsibilities are all inclusive, shall not be changed, or that a Manager or designee may not temporarily assign other related duties and responsibilities or to otherwise direct and control the work of subordinate employees.

No person shall be appointed to any position in a regular, casual or provisional position unless that person meets the minimum qualifications or the permissible equivalency set forth in the currently approved class specifications or as determined equivalent by the Human Resources Manager for that position.

Notwithstanding any other provision in this policy, if after reasonable effort, qualified persons cannot be recruited, the Human Resources Manager may authorize the filling of the position at a lower level or request that the General Manager waive the requirement.

## 402.1 Appointment

### **Vacancies**

When a permanent vacancy in any regular position is authorized to be filled, the Human Resources Manager shall try, whenever reasonable, to fill the vacant position with an existing Agency employee who is the best qualified for the position. If requested by the Manager, the Human Resources Manager may open the position to applicants from the general public.

### **Job Announcement**

The Human Resources Manager will publish announcements of vacancies which will state the job classification title, salary, nature of work to be performed, minimum qualifications of education and/or experience required, when and where to file applications and other pertinent information. Employment qualifications stated in the announcement shall be those established for the job classifications as approved by the appropriate Assistant General Manager or their designee.

### **Qualification of Applicants/Examination**

The Human Resources Manager or designee shall be responsible for administering any testing or examination in connection with hiring for a job vacancy. Applicants must meet the minimum qualifications for the position to be considered for the vacant position. Applicants may be examined or tested only once for a posted job opening, unless the Human Resources Manager

determines that circumstances warrant re-examination. The Human Resources Manager may disqualify any candidate who does not meet the minimum qualifications by the closing date or for any other legitimate reason. An applicant who is not already employed by the Agency has no right to grieve or appeal any such action by the Agency.

#### **Reinstatement After Resignation**

A former employee who held regular status in a class at the time of resignation in good standing may be appointed to a vacancy for which the former employee is qualified. Reinstatement may take place only within three years of the effective date of the resignation. Reinstatement is subject to the discretion of the Appointing Authority at the time the former employee is re-hired. The reinstated employee may be subject to a new probationary period, at the discretion of the Appointing Authority. Reinstatement allows the rehired employee to resume vacation accrual at the rate they were earning at the time of separation. Under this policy, the publishing of an announcement and/or administration of an examination is not required prior to reinstatement.

#### **Transfer**

An employee holding regular status in a position may transfer to another position in the same job class or a different job class, as long as the position is no greater than 10% above, equal to, or a lower salary grade level. Transfer is subject to the discretion of the Appointing Authority. The publishing of an announcement and/or administration of an examination is not required prior to transfer. The Appointing Authority may also initiate a transfer.

### **402.2 Probationary Period**

#### **New Employees**

Every new regular employee, except At-Will employees, shall serve a probationary period of not less than twelve months. The General Manager may establish a longer probationary period. The initial probationary period may be extended by the Assistant General Manager for up to twenty-four months with the approval of the General Manager. The General Manager may designate any new or vacant (non-represented) position as At-Will for future new, promoted, or transferred employees.

The probationary period is required as part of the evaluation process and shall be utilized for observing closely the employee's work, securing the most effective adjustment of a new employee to their position, and/or terminating any employee whose performance does not meet the required standards of work.

During the probationary period, an employee serves at the will or pleasure of the Appointing Authority and may be terminated at any time without cause or prior notice and without right of appeal. A probationary employee does not have the rights described under the Discipline Policy.

### **Promoted or Transferred Employees**

Every promoted or transferred regular employee who is not hired as an At-Will employee (\*see first paragraph) shall serve as a probationary employee in the new position for a period of not less than twelve months unless the General Manager establishes a longer period because the duration of the required training is such that it is not possible to adequately evaluate performance within a twelve-month period. No extension of the probationary period beyond twelve months shall be valid without the prior approval of the General Manager.

The probationary period is required as part of the evaluation process and shall be utilized for observing closely the employee's work and for securing the most effective adjustment of the promoted or transferred employee to their new position. Promoted or transferred employees rejected during the probationary period must receive permission from the General Manager at their sole discretion to revert to their previously held classification/line of progression, if a vacancy exists.

### **402.3 Employment of Relatives**

Notwithstanding the Agency's policy not to discriminate on the basis of marital status, the Agency retains the right to:

- Refuse to place one's spouse, domestic partner, partner who is cohabitating with the employee due to a romantic relationship, romantic relationship partner or immediate family member under the direct supervision of the employee when the placement has the potential for creating an adverse impact on supervision, safety, security or morale.
- Refuse to place both spouses, domestic partners, cohabitating partners, romantic relationship partner or immediate family members in the same facility, work unit, department or division where it has the potential for creating an adverse impact on supervision, safety, security or morale, or involves potential conflicts of interest.
- Refuse to employ a spouse, domestic partner, cohabitating partners, romantic relationship partner or immediate family member in the Agency where the other spouse, domestic partner, or immediate family has access to Agency material such as Human Resources, payroll or strategic planning matters, and there is no practical way to prevent the unauthorized disclosure of such confidential information. The Agency may also transfer or terminate the employment of one or both spouses, domestic partners, cohabitating partners, or family members in the event that a potential or actual conflict of interest develops while both parties are employed at the Agency.
- All potential conflicts resulting from the types of relationships above shall be referred to the Human Resources Manager for review. Instances where the Human Resources Manager is involved shall be referred to the Assistant General Manager of Administrative Services.

## 402.4 Pre-Placement and Annual Physical Examinations

### **New Employees**

The physical requirements of jobs will be determined, and job-related standards will be developed and implemented, by the Agency. Based on the requirements of the job, new employee candidates may be required to take and successfully pass a pre-placement medical examination including drug and alcohol screening on the candidate's own time, at the Agency's expense. If a medical examination results in disqualification, a candidate or employee may submit independent medical opinions (at their own expense) for consideration by the Agency before a final determination on disqualification is made. Pre-employment medical tests, including drug and alcohol screening tests will be administered following a conditional offer of employment to the applicant.

### **Regular Employees**

Employees may be required to take and successfully pass a fitness for duty examination which may include an alcohol and drug test at the Agency's expense and on Agency time, when the Agency has reasonable cause to believe that the employee's health and/or physical or mental condition may impair the employee's ability to do the assigned work, or pose a risk to the health or safety of others with whom the employee works, or to the public. Drug and alcohol testing of existing employees will be conducted in a manner consistent with the Agency's applicable procedures.

If an employee has a disability, recognized under applicable law, the employee should so notify the Agency. For employees who have such disabilities, the Agency will engage in an interactive process to determine whether there is a reasonable accommodation which would enable the disabled employee to perform the essential duties of the job.

If action is proposed which would adversely affect an employee's employment or status as a result of said fitness for duty examination, the employee has the right to obtain a second examination by a physician of their choice selected from a panel of two or more physicians provided by the Agency at no cost to the employee. Medical examination records available to the Agency shall be considered prior to the Agency proceeding with any adverse action.

### **Personnel Risk Assessments and Cyber Security Training**

New employee candidates and employees who require authorized electronic or unescorted physical access to Bulk Electric System Cyber System Information (BCSI) or applicable system(s) pertaining to the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards, as deemed appropriate by the requirements of the job, will be subject to a Personnel Risk Assessment (PRA). The PRA process includes, but is not limited to, verification of identity, a criminal history reference check for the previous seven years, and a criminal history reference check every seven years thereafter. If information supplied by the applicable new employee candidate or employee appears to be incorrect or misleading or a criminal history check reveals information that warrants disqualification from authorized access, it will result in a PRA failure. In the event of a PRA failure, the CIP Senior

Manager and Agency Senior Management may convene a team to determine the appropriate course of action, which could include rescinding an employment offer or terminating active employment.

Before making a decision to rescind an offer of employment or to terminate active employment based on criminal conviction history, the Agency will engage in an individualized assessment of whether the conviction history has a direct and adverse relationship with the specific duties of the job that justify denying employment. In making the assessment, the Agency will consider the following: (i) the nature and gravity of the offense or conduct; (ii) the time that has passed since the offense or conduct and completion of the sentence; and (iii) the nature of the job held or sought. If a preliminary decision is reached to deny employment following this individualized assessment, the Agency will notify the applicant or employee in writing of the preliminary decision. This notice will state the conviction on which the preliminary decision is based, will include a copy of any criminal conviction report obtained by the Agency, and will explain the applicant's or employee's right to provide rebuttal information demonstrating the criminal conviction history is incorrect or should not otherwise disqualify the applicant or employee from employment. Following the applicant's or employee's submission of any rebuttal information, the Agency will make a final decision and will notify the applicant or employee in writing of that decision. In the event that an impacted employee is represented by the union, the Agency will meet and confer with the appropriate bargaining unit representative.

Prior to granting authorized electronic or unescorted physical access to BCSI or applicable system(s), employees are required to successfully complete Cyber Security Training. Cyber Security Training shall include both the presentation of training content and an assessment of basic understanding of that training content. After the initial training is successfully completed, additional Cyber Security Training shall be completed as needed, but no less than at least once every 15 calendar months.

### **Annual Physicals**

Employees in classes designated by the Human Resources Manager or MOU are subject to annual physical examinations such as hearing tests, respirator testing and use, etc. based on the requirements of the job.

### **402.5 Personnel Files**

Personnel files are maintained on each employee of the Agency. The personnel files are considered confidential and access is limited to management personnel, including but not limited to, the employee's Supervisor, Manager, Assistant General Manager, General Manager, and Human Resources staff, unless otherwise authorized by law. Medical records are confidential and are maintained separately from an employee's personnel file. Access to medical records is restricted to the subject employee and Human Resources, medical staff, and management with a "need-to-know" basis, unless otherwise authorized by law.

Current employees may request in writing to inspect and/or receive a copy of their personnel files at reasonable intervals upon thirty (30) days advance notice to the Agency. Current employees may be required to review their personnel files during non-work hours. Former employees may request in writing to inspect and/or receive a copy of their personnel files upon thirty (30) days advance notice to the Agency. Former employees shall be limited to one (1) such request per calendar year. Both current and former employees shall be charged the Agency's standard rate per page for copying of personnel records. Both current and former employees may verbally request an Agency-provided form with which to make their written request to inspect and/or obtain copies of their personnel files.

The Agency may preclude inspection of certain information in accordance with law, such as background and other pre-employment information and materials relating to confidential investigations.

#### 402.6 Applicant Screenings

Following the Agency's determination that an applicant meets the minimum employment qualifications, as stated in any notice issued for the position for which the applicant applied, and prior to making a job offer, reference checks must be conducted either by the hiring Manager or by the Human Resources Department. Prior to conducting these checks, the individual must have signed the Employment Reference Check form. After a conditional offer of employment an applicant may be subject to background and, in some instances, credit checks, which will be conducted by the Human Resources Department. Prior to conducting these checks, the individual must have signed the NCPA Background Authorization form. In some instances, as required by law, an applicant may be subject to a background check prior to a conditional job offer.

### 403. COMPENSATION

The purpose of this section is to delineate Commission policies related to compensation for employees and provide the General Manager authority to propose and administer Agency compensation programs.

#### 403.1 Compensation Plan

All Agency employees shall receive compensation as approved by the Commission. Non-represented employees shall receive the compensation provided in the Administrative and General Wage Structure (Structure). Classifications are assigned to pay grades listed in the Structure.

Schedule Coordinator I-III and System Dispatcher classifications shall receive compensation as provided in the Dispatch Center Personnel Procedures Wage Schedule. The General Manager shall have the authority, but not the obligation, to approve adjustments to the Dispatch

Center Personnel Procedures Wage Schedule in alignment with the IBEW Local 1245 and the Hydroelectric Employees Association Wage Schedules excluding labor market adjustments.

Represented employees shall receive the compensation as provided by the IBEW Local 1245 and Hydroelectric Employees Wage Schedules. Represented employees' compensation is subject to the meet and confer requirements of the Meyers-Millais-Brown Act.

#### 403.2 Salary Ranges

Non-represented employees' Compensation Plan Structure and pay grades will be reviewed and updated as necessary based on marketplace survey data, the Agency's financial condition and other relevant factors.

#### 403.3 Salary Increase Following Completion of Probation

Upon satisfactory completion of probation, an employee not represented by a union, may be eligible for a salary increase, based on performance, position in grade, and timing in relation to the annual merit pay increases.

#### 403.4 Annual Structure Adjustment

The Agency's salary structure for non-represented employees may be adjusted annually based on market and cost of living data and other relevant factors as provided in the annual budget and approved by the Commission.

#### 403.5 Performance Pay

On an annual basis, each regular or probationary employee shall receive a performance evaluation. Each employee not covered by an MOU may receive a salary increase and/or lump sum if the probation period has been completed. Individual pay amounts will be determined based on the compensation program.

#### 403.6 Wages

Wages are to be paid at biweekly intervals on Fridays for a two-week payroll period. The Agency has the discretion to provide paychecks earlier (e.g. on Thursdays) when possible. If the regular payday falls on a holiday, payment will be made on the preceding workday.

An employee shall be paid the wage established for their classification. An employee who has accumulated sufficient time in a classification having a time progression and who has satisfied the training program requirements is eligible to be advanced to the next step in such classification until they received the maximum rate thereof. The "wage progression" of an employee who is absent on unpaid leave for more than ten (10) consecutive work days will be delayed by a period of time equivalent to such leave of absence. The "wage progression" of an employee in a beginning or other training classification who is absent for more than twenty-five (25) consecutive days due to illness or injury and is receiving sick leave with pay, will be delayed by the period in excess of twenty-five (25) consecutive work days.

### 403.7 Temporary Upgrade

Any non-represented employee who is temporarily assigned the full range of duties and responsibilities of a higher class for periods of fifteen (15) consecutive working days or more shall be paid at the minimum salary for the higher class or five percent higher than their then current salary, whichever is greater.

All temporary upgrades of non-represented employees must be approved by the appropriate Assistant General Manager. Any temporary upgrade that exceeds thirty (30) working days must be approved by the General Manager. A temporary upgrade should not exceed one year in duration unless special circumstances warrant.

### 403.8 Transportation

The Agency is enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) Program. The EPN program enables commercial and government organizations to monitor the driving records of employees who drive for them. "A driver's record, also referred to as driver's license (DL) printout (DL 414), contains information obtained from an individual's DL application, abstracts of convictions, and accidents. This information is open to public inspection (per CVC §1808)."

The EPN program automatically generates and sends a driver record when any of the following actions occur: A new driver gets enrolled or when the driver has any activities to their records, such as convictions, accidents, license suspensions or revocations (etc.).

As a condition of employment (at time of hire) employees must complete a DMV Authorization for Release of Information form and submit to Human Resources.

The Agency will, at its discretion, provide transportation for Agency personnel conducting Agency business. An employee may, with specific authorization, use their personal vehicle and will be reimbursed at a rate to be annually established by the Agency based on the IRS mileage rate for work-related travel expenses. Employees who use personal vehicles for business must meet the following requirements:

1. The employee must have a valid California driver's license.
2. The employee must have in force and provide proof of personal liability (PL) and property damage (PD) insurance on the vehicle to be used. This insurance must be at least the minimum for PL/PD prescribed by law.
3. The vehicle must be adequately maintained and be in proper safe working order.
4. The employee must ensure all occupants of the vehicle wear seat belts.

If an employee uses, or may use, a vehicle for Agency business, the employee is subject to the Agency conducting verification of the employee's driver's license, auto insurance and driving record. Employees are required to report any accident which occurs while conducting Agency business within four hours of the accident to their Manager or AGM. Employees are required

to report any suspension or revocation of their driver's license to their Manager within five calendar days of such suspension or revocation. See Administrative Policy on business travel and related safety procedures for more information on vehicle use.

Whether an employee is using an Agency-provided vehicle or their personal vehicle while on Agency business, all Agency employees are required to obey all traffic laws while operating that vehicle, including but not limited to, prohibitions against texting and talking on cell phones without a hands-free device. Violations of traffic laws while either operating an Agency-provided vehicle or personal vehicle while on Agency business may form the basis for disciplinary action against the employee.

#### 403.9 Employee Salary Authorization

Each year the General Manager will propose for Commission approval a salary budget that will include amounts sufficient to implement base pay, salary increases, adjustment to the structure for wage inflation, overtime, temporary help, etc. The budget will normally be based on authorized positions and/or any other special conditions and is approved by the Commission.

The General Manager is authorized to pay salaries in accordance with these policies to employees in an amount not to exceed the amount approved by the Commission. The General Manager is authorized to establish such administrative rules (in accordance with CalPERS regulations) as are necessary to implement the salary plan subject to the limitations of the approved salary budget, and the compensation plan structure.

In the event a downward adjustment of a position grade assignment indicates a reduction in the established salary of an employee, the General Manager may, in their discretion if circumstances warrant, continue the salary of such an employee in an amount in excess of the revised grade limit for a reasonable and specified period of time. Such interim salary rates shall be defined as "Y rates".

#### 403.10 Overtime Compensation

"FLSA Non-Exempt" employees are entitled to overtime compensation (1.5 times the employee's regular rate of pay) for hours worked over 40 hours in a workweek as provided by the federal Fair Labor Standards Act (FLSA). If a workweek contains non-work hours such as sick leave or vacation, those non-work hours do not count toward the calculation of overtime. Except when necessary to address an emergency or special circumstance, "FLSA Non-Exempt" employees may not work outside of regularly scheduled working hours, or more than 40 hours in a workweek, without the prior authorization of their supervisor. Performing unauthorized overtime work may subject an employee to disciplinary action. Employees shall report emergency overtime work as soon as possible after the work is performed. "FLSA Non-Exempt" employees may accrue compensating time off in lieu of receiving overtime pay. Please see the applicable procedure for more information and the required form.

The Agency designates as “FLSA Exempt” those employees who work in professional, executive, administrative, or certain computer-related capacities. Employees designated as “FLSA exempt” are not entitled to overtime compensation under the FLSA.

#### 403.11 Additional Leave

All non-represented employees who are in an “FLSA Exempt” status shall receive up to sixty (60) hours “Additional Paid Leave” each calendar year. This leave is pro-rated for new hires and is available for use during a new hire’s probationary period. If an employee is on a leave of absence at the time this leave is normally granted, it is not granted until they return to work. In addition to the above sixty (60) hours of leave, non-represented, exempt employees in salary grades 22 and above shall receive an additional twenty (20) hours of leave due to the additional time that employees at these levels must work at night and on the weekends.

Employees may be authorized additional paid leave in eight (8) hour increments to a maximum of forty (40) hours to recognize the employee’s accomplishments, efforts, performance, and extra hours worked as determined by the Assistant General Manager. These exceptions must be requested in writing with justification and granted by the General Manager.

Unused Additional Leave balances at the end of the year will be carried over into the beginning of next calendar year and will be used to restore Additional Leave balances up to the designated pay grade maximum.

#### 403.12 Reimbursement for Relocation Expenses

##### **New Employees**

The General Manager is authorized to approve reimbursement for travel and relocation expenses for a new employee in a management, professional, administrative, or major supervisory position, or in another classification, where, because of a shortage of qualified persons, it is necessary to recruit outside of the area. All relocation and related travel expenses must be returned in full to the Agency if employee is terminated or leaves the Agency within one year from the employee’s starting date.

##### **Transferred Employees**

The Agency may pay the allowable relocation expenses of employees who are transferred from one permanent duty station to another by and at the request of the Agency, at the discretion of the General Manager, whose approval must be obtained prior to relocation.

#### 403.13 Performance Evaluation

##### **Performance Planning:**

Each employee, working with their Manager or supervisor, will prepare a written performance plan which includes goals, if applicable. Performance plans are prepared as follows:

- When a regular employee is initially hired or appointed to a new job classification, and
- Annually.

#### **Performance Evaluation:**

Each Manager will prepare, in writing, a performance evaluation for each of their employees. Performance evaluations will be prepared in the following instances:

- When an employee has worked an initial twelve-month period in their new regular job classification (this applies not only to newly hired employees, but also to employees who have been promoted or otherwise transferred to a new position).
- Annually.
- When an employee is promoted, demoted, transferred or merit advancement is recommended.

The contents of performance evaluations are not subject to the grievance or the appeal process.

## **404. WORK HOURS**

### **404.1 Employee Work Hours**

Normal working hours for non-represented, non-shift employees are regularly scheduled to start between the hours of 0600 to 0900, Monday through Friday. The work hours are set in accordance with the above by each Manager. Each non-represented, non-exempt employee is allowed up to a one-hour unpaid lunch period and two fifteen minute break periods, one in the morning and afternoon. The rest periods may not be combined or used to shorten the workday – e.g., by taking a break at the beginning or end of the workday, however the lunch period may be reduced to thirty minutes (with prior Manager approval).

### **404.2 Alternative Workweek (4-10 and 9-80 Work Schedules)**

The Alternative Work Schedule (AWS) program is a benefit that allows eligible, non-represented employees who are meeting Agency performance expectations (including probationary employees) to request a regularly scheduled workweek requiring an employee to work more than eight (8) hours in a 24-hour period and work more (or less) than the standard schedule of forty (40) hours in a workweek, except that no single workday may exceed ten (10) hours and the total scheduled biweekly hours may not exceed eighty (80) hours unless approved by your supervisor in advance. AWS shall not include paid lunch periods. An example of an AWS will be:

- Four/Tens Schedule: Four 10-hour days each week and two days off each pay period (generally Fridays),
- Nine/Eighty Schedule: Eight 9-hour days, one 8-hour day (generally Fridays), and one

day off each pay period (generally Fridays),

See Alternative Workweek Procedure for more details.

#### 404.3 Flex-Time Flexible Schedule

Each Manager, as delegated by the General Manager, has the authority to authorize a flexible work schedule that provides for any employee to work forty hours per week and eight hours per day, Monday through Friday. Under such arrangement, an employee must work the core hours of 9:00 AM through 3:00 PM daily. Any schedule established for an employee under this policy may be canceled or temporarily suspended at any time if it is determined by the Assistant General Manager not to be in the best interest of the Agency.

#### 404.4 Telecommute Program

The Telecommute Program is a workplace option that allows eligible Headquarter employees who are meeting Agency performance expectations (including probationary employees) to work remotely for some or all of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such case, Management may allow part or all of the duties of the position to be performed remotely on a temporary or ongoing basis. Telecommuting is not promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is approved for a position, it will last as long as it is appropriate for both the employee and the Agency, focusing first on the business needs of the Agency.

For specific Agency needs the General Manager may allow eligible Headquarter employees meeting Agency performance expectations (including probationary employees) to work remotely for all of their regularly scheduled shift(s) on a temporary or ongoing basis.

Employees offered the opportunity and granted the ability to telecommute remain subject to all terms and conditions of their employment set as forth in the Employee Handbook and as may be determined in other Agency policies or procedures.

See Telecommute Program Procedures (P404.4) for more details.

#### 404.5 Attendance Standards

Regular attendance is required of employees. Employees are required to report on time and observe their assigned work schedules. If an employee is unable to report to work for any reason, or arrives late to work, or must leave early, the employee must notify their immediate supervisor or, in their absence, the Manager before starting time or they may be subject to disciplinary action.

#### 404.6 Resignation

An employee who voluntarily resigns from employment with the Agency in good standing must submit their resignation to their Manager at least two weeks prior to the scheduled departure so that an orderly transition can be made. This includes turning in Agency property, completing required forms, obtaining appropriate clearances, and having an exit interview. Once a written resignation is received by Human Resources, it becomes effective, and it is irrevocable except the General Manager may, in their discretion, permit a resignation to be rescinded.

Employees who retire are requested to provide ninety (90) days written notice. Please see the related procedure (P404.6) for more information on retirement.

#### 404.7 Absence Without Notice

An employee absent for three (3) consecutive working days without being on authorized leave shall be assumed to have abandoned their employment, unless otherwise determined by the Manager. The Agency shall give notice of such automatic resignation. Except for At-Will and probationary employees, regular employees who are separated from Agency service by automatic resignation may appeal to the General Manager within five (5) calendar days of the Notice of Automatic Resignation.

Nothing in this section shall limit the Manager's authority to discipline or dismiss an employee due to an unauthorized absence.

#### 404.8 Exit Interview

Separating employees may be interviewed so that information will be gathered that will assist the Agency to ensure a quality environment through improving supervision, coaching, management, working conditions and the work environment.

### 405. BENEFITS

The Agency provides a wide variety of health and income protection benefits for Agency employees. General descriptions of the plans follow. Plan details are available in the Human Resources Department.

#### **Eligibility**

Upon appointment, eligible employees may enroll in the benefit plans described below in accordance with specific plan requirements.

#### **Responsibility**

The Human Resources Manager is responsible for the administration of benefit plans. Benefit premiums are paid by the Agency or through employee payroll deductions.

#### 405.1 Medical Plans

Health insurance plans are available through the California Public Employees' Retirement System Health Benefit Program (CalPERS). Employees have a choice of Preferred Providers (PPO's) and Health Maintenance Organizations (HMO's). Plan descriptions are available online through the CalPERS website.

Health insurance premiums for eligible employees and eligible dependent(s) are paid by the Agency up to the monthly limit established by the Agency in accordance with NCPA Resolution 19-72. Depending on the type and level of coverage selected by the employee, the employee may be required to contribute towards the premium payment of health insurance via payroll deduction. A cash-out option is also available for employees with proof of another medical plan coverage.

#### 405.2 Dental Insurance

Dental insurance is provided to all eligible employees and eligible dependents by the Agency.

#### 405.3 Vision Care

Vision care insurance is provided to all eligible employees and eligible dependents by the Agency.

#### 405.4 Short (STD) and Long-Term Disability Insurance (LTD)

Short and long-term disability insurance is provided and premiums are paid by the Agency for eligible employees. This benefit may pay up to 60 percent of the insured's monthly earnings up to a specified maximum amount, reduced by income received from other sources (i.e., State Disability Insurance, retirement benefits, retirement disability benefits, Workers' Compensation, Social Security, etc.). Accrued sick leave pay may be integrated with all disability benefits to which the employee is entitled, but may not exceed monthly base pay. The benefit waiting period for employees vary.

#### 405.5 State Disability Insurance (SDI) Program

Agency employees (with certain exceptions) are covered by State Disability Insurance (SDI). The cost of the insurance is paid by the employee through payroll deductions. Accrued paid leave may be integrated with SDI benefits received by the employee, but may not exceed biweekly base pay. These benefits are provided by the State Employment Development Department, not the Agency, and must be applied for by the employee.

#### **Disability Insurance**

Disability Insurance provides short-term wage replacement benefits to eligible California workers who have a loss of wages when they are unable to work due to a qualifying event.

#### **Paid Family Leave Benefits**

Paid Family Leave provides short-term wage replacement benefits to eligible California

workers who need to take time off for a qualifying event.

#### 405.6 Retirement Plan

##### **CalPERS**

The Agency has contracted with CalPERS for retirement benefits for eligible employees. The Agency pays contributions into CalPERS for such benefits based on the employee's pay rate. Employees are also required to make contributions toward their retirement benefit.

Eligibility requirements for employees and plan details can be found on the CalPERS website or they are available through the Human Resources Department.

#### 405.7 Deferred Compensation Plan

##### **IRS Section 457**

The Agency contracts with a third-party vendor to provide deferred compensation programs to allow Classic and New Member (PEPRA) employees to save and invest for retirement through pre-tax or post-tax payroll deductions. Under section 457 of the Internal Revenue Code, Classic and New Member (PEPRA) employees may defer taxes on a portion of their income in accordance with IRS regulations.

##### **IRS Section 401(a)**

New Member (PEPRA) employees may save and invest for retirement through pre-tax payroll deductions through a third-party administered IRS Money Purchase Plan. New Members have a one-time option at the time of hire to defer a portion of their income into this plan. The Agency may also contribute to this plan based on specific requirements, including the amount approved in the budget and the employee's length of service.

#### 405.8 Post-Retirement Health Insurance:

##### **(A.) Medical Insurance Benefits**

The Agency agrees to contract with CalPERS for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month following approval by the NCPA Commission or as soon as administratively possible, the Agency's maximum monthly medical contribution for each eligible retiree shall be no more than 100% of the Kaiser Senior Advantage - Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) rate for that calendar year based on the member's vesting schedule upon hire.

The parties agree to move to the CalPERS equal contribution method equal to 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Region One (1) Rate (CalPERS Supplement Managed Medicare). This monthly rate does not modify retiree health benefits for employees in Tier I and II pursuant to section (B) and (C) below.

##### **(B.) For Employees Hired Prior to January 1, 2009 (Tier I)**

Under this vesting schedule, active employees hired prior to January 1, 2009 that meet

CalPERS eligibility requirements shall qualify for retiree health benefits based on rules in effect prior to January 1, 2009, i.e. those who retire from the Agency after working for NCPA for at least five years, have reached the age of 50 or have been retired earlier, and the employee retires under the CalPERS retirement plan within 120 days of separating from the Agency, with eligibility for the health plan at the time of separation. Under this vesting option, a retiring employee and their eligible dependents or a surviving spouse or surviving domestic partner shall receive a monthly employer healthcare contribution equal to the lesser of:

1. Actual medical premium cost; or
2. Up to 90% of the Region One (1) Kaiser Family rate, for the effective calendar year, less the amount established in section (A) for that calendar year.
3. In addition, retired employees who were Geo/Hydro based, where Kaiser is not available, shall also receive an allowance of \$75/month toward post-retirement healthcare.

**(C.) For Employees Hired on or After January 1, 2009 and Prior to January 1, 2019 (Tier II)**

Under this vesting schedule, employees hired on or after January 1, 2009 and prior to January 1, 2019 or for Tier I employees who elect this vesting option, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the Agency. Employees who retire from the Agency after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service shall receive an Agency contribution towards their post-retirement health benefits based on the following table:

Total Credited Years of Service	% of Agency Contribution
10	50 %
11	55 %
12	60 %
13	65 %
14	70 %
15	75 %
16	80 %
17	85 %
18	90 %
19	95 %
20+	100 %

The Agency's healthcare contribution is based on a percentage of the total credited years of service times 90% of the Region One (1) Kaiser Family rate less the amount established in 15.2(a) for that calendar year. For example, with 10 years of CalPERS credited service an employee is eligible to receive a monthly employer healthcare contribution equal to the lesser of:

1. Actual medical premium cost; or
2. 50% of 90% of the Region One (1) Kaiser Family rate, for the effective calendar year, less 50% of the amount established in section (A) for that calendar year.
3. In addition, retired employees who were Geo/Hydro based, where Kaiser is not available, shall also receive an allowance of \$75/month toward post-retirement healthcare.

**(D.) For Employees Hired on or After January 1, 2019 (Tier III)**

Employees in Tier III are only eligible to the medical benefits identified in section (A) except that retired employees in Tier III who were Geo/Hydro based, where Kaiser is not available, shall also receive an allowance of \$75/month toward post-retirement healthcare.

To summarize, employees must have at least ten (10) years of CalPERS credited service, five (5) of which must be served at NCPA, to be eligible to receive post-retirement health benefits up to 50% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate as established in section (A). The Agency's monthly contribution as a percentage of the Kaiser Senior Advantage – Employee & 1 Dependent rate Region One (1) increases by 5% per year thereafter so that by 20 years of service the employee is eligible to receive up to 100% of the Kaiser Senior Advantage Employee & 1 Dependent Rate –Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate.

Under this vesting schedule, employees who retire from the Agency with at least five years of Agency service shall receive a contribution towards their post-retirement health benefits based on the following table:

Total Credited Years of Service	% of Agency Contribution
10	50 %
11	55 %
12	60 %
13	65 %
14	70 %
15	75 %
16	80 %
17	85 %
18	90 %
19	95 %
20+	100 %

**(E.) Administration of Benefits**

NCPA shall pay directly to CalPERS the lesser of (1) the retiree's actual insurance cost or (2) an amount up to 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) rate, contributions are based on the above vesting schedule.

NCPA shall also establish a Health Reimbursement Arrangement (HRA) for those Tier I and Tier II retirees whose monthly healthcare premium exceeds 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate. The Agency shall reimburse to the retiree the lesser of (1) the remaining medical premium or (2) the remaining medical insurance benefit.

**(F.) Opting Out of Medical Insurance**

Retirees may elect a monthly payment via paycheck in-lieu of the medical insurance coverage if they present proof of alternate medical insurance, excluding coverage under a “Covered California” plan or another health exchange plan.

The amount of the monthly payment shall be the lesser of the vested medical benefit or the following amounts:

Retiree only coverage	30% of the Agency’s maximum contribution towards medical insurance
Retiree plus one coverage	30% of the Agency’s maximum contribution towards medical insurance
Retiree plus two or more coverage	30% of the Agency’s maximum contribution towards medical insurance

**(G.) Medical Insurance Coverage**

For more information regarding retiree medical coverage please see Agency Procedure P404.6.

**405.9 Basic Life Insurance**

Basic life insurance is provided to all eligible employees by the Agency. Coverage levels vary, please see plan documents for more details. Additional voluntary life insurance may be available for purchase.

**405.10 Educational Leave and Tuition Reimbursement**

At the Agency’s sole discretion, the Agency may elect to provide an educational leave and/or tuition reimbursement to eligible employees with Human Resources’ written approval. The Agency may choose to reimburse costs for IRS approved educational expenses which may include tuition, required books, and parking fees incurred by an employee up to an established maximum as determined by the IRS. The employee must successfully complete the class(es) at an accredited college, university or approved specialized training institution. The educational or training program must be related to or necessary for executing the job duties of a position at the Agency and must be approved in advance by Human Resources upon recommendation of the employee’s Assistant General Manager or Plant Manager.

An employee may request a reimbursement of funds for education or training purposes subject to the approval of Human Resources. Reimbursement may be granted for IRS qualified educational expenses. To receive reimbursement, the employee must present evidence that each course is satisfactorily completed with a grade of “C” or better within three weeks of completion of the course(s).

An employee who receives tuition reimbursement funds must complete one year of service from the date of reimbursement. If an employee voluntarily resigns and fails to meet this requirement, they must repay the Agency all funds dispersed during this period.

#### 405.11 Flexible Spending Accounts (FSAs)

Employees are eligible to participate in Flexible Spending Accounts (FSA) administered through the Agency. Participation is voluntary, and employees must sign up every year to participate. The Agency offers three types of FSAs:

##### **Health Care FSA:**

A Health Care FSA allows an employee to set aside a specified amount on a pre-tax basis to pay for eligible out-of-pocket health care costs.

##### **Dependent Care FSA:**

A Dependent Care FSA allows an employee to set aside money on a pre-tax basis to pay for eligible expenses associated with the care of a dependent child or adult.

##### **Adoption Assistance FSA:**

An Adoption Assistance FSA account allows an employee to set aside money on a pre-tax basis for reasonable and necessary expenses that an employee may incur in the process of legally adopting an eligible child, including adoption fees, court costs, attorney fees and related travel costs.

#### 405.12 Long-Term Care Insurance

Long-Term Care insurance is a voluntary benefit provided by CalPERS. CalPERS provides several plan options that offer extended care for an employee and eligible dependents as defined by the relevant plan guidelines. Long-Term Care plans are portable and can be continued even if the employee changes jobs or moves out of state. See the Human Resources Department or CalPERS Long-Term Care plan documents for more details.

#### 405.13 Employee Assistance Program

The Employee Assistance Plan provides a wide array of services to an employee and their eligible dependents, including financial guidance, legal assistance, and mental health support. Employees interested in learning more or participating in the Employee Assistance Plan should contact the Human Resources Department for more details.

## 406. LEAVES OF ABSENCE

The Agency provides the following leaves of absence to eligible employees. Human Resources is responsible for the administration of leave benefits. Represented employees' leave benefits are also contained in appropriate MOU's.

### 406.1 Holidays

All regular full-time employees are entitled to the following paid holidays each year:

New Year's Day	Martin Luther King Day (non-represented staff only*)
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

In the event any of the recognized holidays falls on a Sunday, the following Monday shall be considered the holiday. In the event any of the recognized holidays falls on a Saturday, the preceding Friday shall be considered a holiday. \*Not including Dispatch and Scheduling employees.

### 406.2 Floating Holidays

In addition to the Agency's recognized holidays set forth in Section 406.1, each regular, non-represented employee will receive two floating holidays per calendar year. Floating holidays may be taken any day during the calendar year subject to approval and complying with the scheduling guidelines set forth below.

Employees who desire to use a floating holiday are required to obtain approval from their supervisor and provide advance notice of their intent to use a floating holiday. The Agency has sole discretion to approve a requested floating holiday and evaluate whether the employee's absence is likely to disrupt Agency operations. The Agency may limit the number of employees who take a floating holiday on a given day and/or require an employee adjust the timing of a floating holiday to meet operational demands. New hires receive floating holidays upon hire, prorated for the remainder of the calendar year. Floating holidays are not carried over into the next calendar year.

### 406.3 Vacation Leave

The Agency recognizes the value of rest and relaxation and encourages eligible employees to use all accrued vacation. Regular full-time employees accrue vacation as follows:

Years of Service	Hours accrued per year	8 Hour Days per year
0 – 4	80	10
5 – 8	120	15
9+	160	20

#### Holidays During Vacation

Any holiday occurring during a scheduled vacation shall not count as a vacation day.

#### Maximum Accrual: Deferral of Vacation Leave

Employees may only accrue up to a maximum of two and one-half times the annual accrual level for which the employee is eligible. In the event an employee reaches the cap, accrual shall cease until the employee uses vacation and the amount accrued falls below the cap. At that time, accrual shall resume. For example, an employee with fewer than four years of service with the Agency may accrue a maximum of two hundred (200) hours of vacation. If the employee does not take vacation when the maximum accrual is reached, the employee will not accrue any additional vacation until the employee takes vacation and falls below the accrual cap. Employees are cautioned to monitor their accrued vacation hours to ensure they do not reach the maximum allowable limit for which they are eligible. Under extraordinary circumstances, and upon written request to the General Manager, the General Manager may approve temporary vacation accruals in excess of these limits.

#### Vacation Sell Back

Subject to management approval, all regular employees may sell back up to one hundred twenty (120) hours of unused, accrued vacation one time per calendar year provided that they maintain a minimum balance of eighty (80) vacation hours and they have taken at least forty (40) hours of vacation, compensating time off or additional paid leave (Policy 403.11) in the last twelve months. When employees “sell back” vacation hours, they shall be paid for those vacation hours in a lump sum.

#### Scheduling Vacation

Vacations must be scheduled and approved in advance by the Manager. An employee is expected to submit a request to schedule a vacation to the employee’s Manager as far in advance as possible, and no later than the amount of vacation leave requested, or as determined by your Manager. For example, an employee requesting a two-week vacation, should submit their request at least two weeks in advance of the date of the desired vacation.

#### Voluntary Vacation Transfer

Employees may voluntarily transfer vacation to provide paid time off to an employee experiencing a medical emergency, including a personal serious health condition or the serious

health condition of a family member, if the recipient employee has exhausted all accrued leave. Employees should consult the Human Resources Department for additional details and restrictions related to this policy.

#### 406.4 Sick Leave

Regular, Limited-Term, and At-Will full-time employees are entitled to sick leave accrued at the rate of 3.70 hours per pay period, with no limit on the amount that may be accrued.

Casual and part-time employees shall be afforded Sick Leave in accordance with the California “Healthy Families, Healthy Workplace Act”. Specifically, employees in these classifications will accrue paid sick leave on a per hour basis at the rate of 1 hour for every 30 hours worked. To qualify for sick leave, the employee must have worked for the Agency for at least 30 days within a year in California. Employees may use accrued sick leave after completing 90 days of employment. Employees may use up to a maximum of 24 hours of sick leave annually.

An employee may use sick leave for an employee’s own, a family member’s, or a “designated person’s” diagnosis, care or treatment of an existing health condition, or preventative care. For purposes of this Policy, the term “family member” means the employee’s spouse or registered domestic partner, child, parent, grandparent, grandchild, or sibling. The term “designated person” refers to an individual related by blood or whose association with the employee is equivalent of a family relationship. An employee who is a victim of domestic violence, sexual assault or stalking may also use sick leave to seek aid, treatment or related assistance.

An employee who is unable to report to work due to illness or injury must provide reasonable advance notice as soon as practicable. The employee must also notify the employee’s supervisor on each additional day of absence. This notice may be either oral or written. If an employee does not provide the appropriate notice, the employee may be subject to discipline.

Upon termination of employment, accrued sick leave is not paid to the employee. However, if the employee is reinstated within one year from the date of separation, the rehired employee’s previously accrued sick leave bank will be reinstated, and the employee will begin accruing additional paid sick days in accordance with the accrual policies set forth above.

Sick leave pay is integrated with SDI, workers’ compensation benefits, and short-and long-term disability benefits to which the employee is entitled, but pay will not exceed the employee’s monthly base pay.

Under the CalPERS Retirement Plan, accrued sick leave may also be credited as time worked when an employee retires within 120 days of the employee’s termination date. Employees are allowed to take a cash payment for accumulated sick leave in the event of separation due to permanent disability or disability retirement with CalPERS.

Sick leave will be charged by the hour with no charge made for increments of less than one half hour.

A new employee may, if necessary, take an advance of up to forty-eight (48) hours of unearned sick leave at any time during the first six months of employment. Any negative balance generated by such utilization will be charged against a future accrual of sick leave. An employee's use of accrued sick leave shall be coordinated with any approved time off for medical or pregnancy leave.

If the Agency believes an employee is abusing the Sick Leave Policy and/or using sick leave for purposes outside the scope of intended use, the Agency will conduct a good faith investigation and take any and all necessary action to rectify any abuses confirmed after such investigation. The Agency will not tolerate the abuse of sick time leave benefits and employees found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

#### 406.5 Medical Leave

In the event an employee experiences a non-job-related injury or illness that exceeds six (6) days (48 hours) during which the employee is unable to work, or which exceeds the amount of accrued sick leave (whichever occurs first) and FMLA/CFRA leave is not available to the employee, the Agency may grant the employee a medical leave of absence without pay in its discretion and based on legitimate business considerations or as a reasonable accommodation in accordance with applicable laws. An employee on a medical leave must use any available accrued sick leave in the employee's bank.

To be eligible for an unpaid medical leave, the leave must be medically necessary for the employee or the employee's family member and the individual must be under the care of a physician. A written request must be submitted to the Agency through the employee's Manager and must be accompanied by a medical certification signed by the physician verifying the medical necessity, duration of the injury/illness, and inability to return to work.

Medical leaves of absence (which do not qualify for FMLA/CFRA benefits) may be granted for a period up to thirty (30) calendar days at a time, during which period the Agency will maintain the employee's health insurance. Extensions may be granted on a month-to-month basis within the discretion of the Agency based on the legitimate business needs and consistent with California law. The employee must submit a written request for an extension of medical leave accompanied by a medical certification signed by a physician verifying the medical necessity of the requested extension.

Written authorization to return to work from a licensed physician is required before an employee may return to work following a medical leave.

Employees may be required to use accrued paid leave benefits in conjunction with a medical leave to care for a family member. The employee shall not accrue sick leave or vacation time while on medical leave unless the employee is using accrued sick or vacation pay concurrent with the medical leave.

The employee shall not perform work in any other job while on a medical leave of absence and if the Agency learns an employee is working elsewhere, the employee may be subject to disciplinary action up to and including immediate termination.

#### 406.6 Family and Medical Leave Under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The Agency will provide unpaid family and medical care leave for eligible employees in accordance with the requirements of FMLA and CFRA. Rights and obligations which are not specifically set forth below are set forth in the law and regulations implementing FMLA and CFRA. The Agency reserves the right to designate leave as FMLA/CFRA leave where it qualifies but is not formally requested.

##### **Eligibility and Terms of the Leave**

Employees who have worked at least 12 months, and who have worked at least 1,250 hours in the previous 12 months, for the Agency are generally eligible to take a family care and medical leave of absence under the Family and Medical Leave Act ("FMLA") ("FMLA leave") and the California Family Rights Act ("CFRA") of up to 12 work weeks in a 12-month period. This rolling 12-month period begins on the date the employee's FMLA leave begins, and ends 12 months after that date. However, if the employee's FMLA leave is due to the serious illness or injury of a spouse, child, parent, next of kin, or registered domestic partner sustained while in the line of duty on active duty, then the employee is entitled up to 26 work weeks of unpaid leave in a 12-month period. The 26-weeks of leave is based on a per-covered servicemember, per-injury basis.

Eligible employees may take an FMLA leave for any one of the following reasons:

1. The birth of a child, or to care or bond with a newly born child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's child, parent, parent-in-law, spouse, grandparent, grandchild, sibling, registered domestic partner, or designated person (as defined in Section 406.4 of this manual) who has a serious health condition; or
4. To care for the employee's own serious health condition;
5. A "qualifying exigency" arising if your spouse, child, or parent is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves;
6. For a serious illness or injury suffered by your spouse, child, parent, next of kin, or registered domestic partner while in the line of duty on active duty.

If the FMLA leave is needed for a foreseeable planned medical procedure, the Agency and employee will work together to schedule the procedure so as not to unduly disrupt Agency operations, subject to the approval of the health care provider. Leave to care for a newborn or a newly placed child must be concluded within one year of the birth or placement of the child. Where both parents are employed by the Agency, they are entitled to a combined total of 12 work weeks of FMLA leave in order to care for the newborn child or newly placed child.

### **Applying for Leave**

If possible, an employee should give at least 30 days' notice before beginning an FMLA leave. If 30 days' notice is not practicable, notice should be given as soon as practicable. This notice must include a written certification from a health care provider which includes the following information:

- The date on which the serious health condition began;
- The probable duration of the condition;
- The leave if it is for the care of the employee's child, parent, spouse or registered domestic partner, the estimated amount of time the health care provider believes the employee needs in order to care for the child, parent, spouse or registered domestic partner and a statement that the serious health condition warrants the participation of the employee.
- If the leave is for the employee, a statement by the health care provider that the employee is unable to perform one or more of the essential functions of the job, due to the employee's serious health condition.
- If the leave is needed to care for a child, spouse, registered domestic partner, next of kin, designated person, or parent, for a serious injury or illness they suffered while in the line of duty on active duty, the estimated amount of time the health care provider believes the employee needs in order to care for the child, spouse, registered domestic partner, next of kin, or parent and a statement that the serious injury or illness warrants the participation of the employee.

### **Return to Work**

When an employee is ready to return to work after an FMLA leave (other than pregnancy), the employee must provide certification from the employee's health care provider that they are able to safely perform all of the essential functions of their position with or without reasonable accommodation. Except as otherwise allowed by law, an employee is entitled, upon return from leave, to be reinstated in the position they held before the FMLA leave or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

## **Integration with Other Benefits**

FMLA leave is unpaid. If an employee takes an FMLA leave due to a disability caused by pregnancy, the employee will not be required to use accrued vacation, but may choose to do so. Employees may elect to use accrued sick leave prior to going on unpaid status for FMLA leaves for the employee's own condition, including disability caused by pregnancy and for illnesses of their child, parent, spouse, next of kin, or registered domestic partner. Available paid leave benefits may be used to supplement any State Disability, Workers' Compensation or Paid Family Leave insurance benefits. The Agency will maintain the group health benefits during an FMLA leave as may be required by law. However, the Agency may recover any premium it has paid for maintaining group health care coverage during any unpaid part of the FMLA leave if the employee fails to return from the leave, provided that the failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the employee. If on unpaid status employees will not accrue vacation or sick leave, nor be paid for holidays, during FMLA leave.

When on leave of absence, employees are required to apply for disability benefits under any plan or programs for which they are qualified. If during any FMLA, CFRA or PDL leave an employee is receiving some form of income replacement payment, including but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL), Short Term Disability (STD), Long Term Disability (LTD), or Worker's Compensation, the Agency and employee may mutually agree (but the employee shall not be compelled) that employee will use available paid leave benefits (i.e., sick, vacation, PTO, or CTO) to supplement the income replacement payment up to 100% of the employee's regular wages.

## **Relationship with Pregnancy Disability Leave**

The provisions of this FMLA leave policy are separate and distinct from those of the pregnancy disability leave to which an employee may also be entitled.

## **Intermittent Leave or Leave on a Reduced Work Schedule**

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary.

"Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The leave may not exceed a total of twelve (12) weeks over a twelve (12) month period.

## **Other Employment**

The employee shall not work in any other job while on a medical leave of absence, and if this occurs, the employee may be subject to disciplinary action up to and including termination.

#### 406.7 Organ and Bone Marrow Leave

The Agency has a policy intended to comply with the Maykin Memorial Donation Protection Act. This policy entitles eligible employees to paid and unpaid leave for the purpose of donating organ(s) and/or bone marrow. Under this policy, the Agency provides eligible employees up to thirty (30) business days of paid leave and up to thirty (30) additional business days of unpaid leave, in any one-year period, for the purpose of donating their organ(s) to another person and up to five (5) business days of paid leave, in any one-year period, for the purpose of donating their bone marrow to another person.

The one-year period is measured from the date the employee's eligible organ/bone marrow leave begins and shall consist of 12 consecutive months.

Prior to receiving this leave, an employee must provide the Agency with written verification, from a licensed physician or other qualified professional, that: (1) the employee is an organ or bone marrow donor; and (2) there is a medical necessity for the donation of the organ or bone marrow.

During this leave, the Agency will maintain the employee's health benefits as required by law. This leave does not constitute a break of employment for purposes of the employee's right to salary adjustments, paid time off, sick leave, vacation, or length of service. [This leave will not be taken concurrently with FMLA or CFRA leave.]

An employee is required to use a total of two (2) weeks of accrued vacation/sick leave towards their organ donor leave and/or a total of five (5) days of accrued vacation/sick leave for their bone marrow donor leave.

Upon expiration of their organ/bone marrow donor leave, the Agency will make every effort to restore an employee to the position they held when the leave began or to an equivalent position. The Agency will only decline to restore an employee to their former position (or an equivalent position) if conditions, unrelated to the employee's organ/bone marrow donor leave, make it impossible to do so.

#### 406.8 Bereavement Leave

Consistent with California law, the Agency grants eligible employees up to five days of bereavement leave upon the death of a family member in accordance with this policy. To be eligible for leave under this policy, the employee must have been employed with the Agency for at least 30 days and the leave must be taken within three months of the date of the death of the family member. However, the leave does not need to be taken all at once on consecutive days. The 30 days of employment eligibility requirement may be waived in the sole discretion of the General Manager.

Employees covered by an existing labor agreement are not eligible for bereavement leave under this policy. Instead, such leave is covered by the terms of the employee's existing labor agreement.

It is the policy of the Agency to provide eligible employees with three days of paid leave and an additional two unpaid days of leave under this policy. An eligible employee may use accrued and available vacation, sick leave or compensating time off while on the unpaid portion of the leave.

For the purpose of this section, “family member” is defined as: spouse, domestic partner, parent, parent-in-law, foster parent, child, stepchild, brother, sister, half-brother or half-sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or more distant relative if residing in the same household as the employee.

Consistent with the operational needs of the Agency, an employee may request and the Agency may grant paid leave, not to exceed one working day, to attend the funeral of a person with whom the employee had a close and meaningful relationship.

#### 406.9 Jury Duty and Subpoena

When an employee receives a jury summons, the employee must notify their supervisor as soon as possible and submit a copy of the jury summons. An employee is permitted to take time off for each full or partial working day they serve on jury duty.

Employees required to serve on a jury will be granted paid time off until released by the court. To be eligible for full base pay the employee must remit to the Agency all fees received from such duties, other than mileage or subsistence allowed, or if fees are not received from such duties written proof of service is required, within five days following the service of jury duty to payroll.

In those instances where employees are witnesses on behalf of, or at the request of the Agency in any court proceeding, or who are subpoenaed in any court proceeding by a third party to appear on behalf of or in support of the Agency, they shall be entitled to leave with pay for those hours reasonably necessary to serve as a witness, provided the employee remits to the Agency all fees received from such duties, other than mileage or subsistence, and/or proof of attendance within five days from the date the employee appears as a witness. An employee may also take unpaid time off as required by law to appear as a witness in court. In all other court matters, the employee must obtain approval from the Agency before taking time off. “Court” is defined as the judicial branch of government which is responsible for the resolution of disputes arising under the laws of the government. Such time off will be treated as leave without pay or vacation if the employee has accrued vacation time available.

#### 406.10 Military Leave

An employee may take a leave of absence to accommodate service in the Armed Forces, Military Reserves or National Guard. The specific terms of the absence and of rights to reinstatement, seniority, benefits, and compensation after a military leave are governed by law.

### **Leave for Military Spouses**

In accordance with California law, an employee who (1) works an average of 20 or more hours a week; (2) is the spouse or registered domestic partner of a qualified servicemember of the Armed Forces of the United States of America on active duty or the spouse of a Reservist or member of the National Guard who has been called to active duty; (3) and whose spouse has been deployed during a period of military conflict; is eligible for up to ten (10) days of unpaid leave during any period the employee's spouse is on a qualified leave from their deployment.

Employees seeking such leave must provide their immediate supervisor with written notice of their intention to take such leave within two (2) business days of receiving notice that their spouse will be on a qualified leave from deployment. Employees may elect to use accrued and unused vacation leave in lieu of taking the leave unpaid.

### **406.11 Time Off to Vote**

The Agency will provide time off with pay to vote in any general or direct primary election. An employee who is registered to vote may take up to two hours designated by the Agency as paid time off to vote if the employee does not have sufficient time outside of their working hours within which to vote. An employee must give at least two days' notice prior to the election that they need time off to vote.

### **406.12 Authorized Leave of Absence**

In its sole discretion and based on legitimate business concerns and the past performance of the employee, the Agency may grant unpaid leaves of absence to employees in the case of an emergency, for significant personal events, or as otherwise required by law. Any leave of absence granted under this policy must be recommended by the Appointing Authority and approved by the General Manager or their designee and such approval shall be based on the nature of the emergency, the estimated length of the leave, and the staffing needs of the Agency.

### **406.13 Pregnancy Disability Leave**

#### **Pregnancy Disability Leave**

Pregnant employees are entitled to a disability leave during the time they are disabled due to pregnancy, childbirth or related medical conditions. This leave will be for the period of disability, up to four months. The employee, if possible, should provide the Agency with at least 30 days' notice of the leave. The employee must also include written certification from the employee's health care provider stating the anticipated delivery date and the duration of the leave. Once the employee's disability has ended, any further leave will be designated as a family and medical leave. An employee must provide a release from the employee's health care provider before returning to work. The Agency will reinstate the employee to the employee's position unless:

- a. The employee's job has ceased to exist for legitimate business reasons;
- b. The employee has directly or indirectly indicated an intention not to return;

- c. The employee is no longer able to perform the essential functions of the job with or without reasonable accommodation;
- d. The employee has exceeded the length of the approved leave; or
- e. The employee is no longer qualified for the job.

When on leave of absence, employees are required to apply for disability benefits under any plan or programs for which they are qualified. If during any FMLA, CFRA or PDL leave an employee is receiving some form of income replacement payment, including but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL), Short Term Disability (STD), Long Term Disability (LTD), or Worker's Compensation, the Agency and employee may mutually agree (but the employee shall not be compelled) that employee will use available paid leave benefits (i.e., sick, vacation, PTO, or CTO) to supplement the income replacement payment up to 100% of the employee's regular wages.

The Agency will maintain group health benefits as required by law. No additional vacation, sick leave, or holiday pay will accrue during the unpaid portion of the leave.

### **Applying for Leave**

An employee, if possible, should give at least 30 days' notice requesting a pregnancy-related leave. If 30 days' notice is not practicable, notice must be given as soon as practicable. This notice must provide and include the expected date on which the leave will begin, written certification from the employee's health care provider stating the anticipated delivery date and the duration of the leave.

### **Reasonable Accommodation**

It is the Agency's policy to reasonably accommodate an employee's pregnancy and related medical conditions to the same extent as it accommodates other disabilities, as required by law. Employees must notify their manager of any medical restrictions caused by pregnancy. Reasonable accommodation can include, but is not limited to, changing job duties or work hours, providing leave, relocating the work area, allowing the employee to telework, and/or providing mechanical or electrical aids. All requests to telework must be submitted in accordance with the guidelines of this employee handbook. As an accommodation, and with the advice of her physician, an employee can request transfer to a less strenuous or hazardous position for the duration of her pregnancy. The Agency will engage in an interactive process with the employee to identify possible effective accommodations, if any, and will make reasonable accommodations.

### **406.14 School and Child Care Activity Leave**

In accordance with state law, employees who are parents, guardians or grandparents, stepparents, foster parents, and persons standing in loco parentis of children in kindergarten through grade 12, or a licensed child care provider may take up to forty (40) hours per year, not exceeding eight (8) hours in a month to find, enroll, or reenroll their child in a school or with a licensed childcare provider, to participate in activities of the school or licensed child

care provider. Employees may use unpaid (leave) or paid leave such as vacation for this purpose. Employees must request leave with the Manager in advance and may be required to use accrued paid leave. In addition, employees can also use time off to address a childcare provider or school emergency. There is no 8 hours per calendar month limitation on this emergency usage. A childcare provider or school emergency means that the employee's child cannot remain in a school or with a childcare provider due to one of the following: The school or childcare provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or childcare provider; behavioral or discipline problems; closure or unexpected unavailability of the school or childcare provider excluding planned holidays; or a natural disaster including but not limited to fire, earthquake or flood.

If an employee is the parent or guardian of a child who has been suspended from school and the employee receives a notice from the child's school requesting that the employee attend a portion of a school day in the child's classroom, the employee may take unpaid or paid leave (such as vacation) to appear at the school. In either event, an employee must provide reasonable advance notice of their planned absence to their supervisor.

#### 406.15 Administrative Leave

An employee whose work conduct is under investigation by the Agency or who is given written notice of a proposed disciplinary action may be suspended with pay or temporarily reassigned without loss of pay for the period during which the investigation is pending or between the date notice of proposed disciplinary action is given and the date that disciplinary action is imposed.

#### 406.16 Volunteer Civil Service Leave

If an employee is serving as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (as defined in California Labor Code Sec. 230.3), the employee may take unpaid leave to perform emergency duties connected with any of those positions.

In addition, an employee serving in any of the above roles may take up to fourteen (14) days of unpaid leave during any calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training.

An employee taking leave under this section, may utilize sick or vacation leave benefits during the duration of the leave in lieu of taking unpaid leave.

#### 406.17 Civil Air Patrol Leave

An employee who has been employed by the Agency for at least ninety (90) days, and who is a volunteer member of the California Wing of the Civil Air Patrol, is permitted up to a total of ten (10) days of unpaid leave in a calendar year for purposes of responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Leave for purposes of

responding to an emergency operational mission of the California wing of the Civil Air Patrol shall be limited to three (3) days for any single mission unless an extension of time is granted by the entity in charge of the operation and the extension of the leave is approved by the Agency.

An employee seeking to take leave for this purpose shall provide as much advance notice as possible regarding the beginning and ending dates of the emergency operational mission.

The Agency will require employees taking leave for this purpose to provide certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken. The Agency may deny the employee eligibility for Civil Air Patrol leave unless such certification is provided.

#### 406.18 Time Off and Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave and other accommodations. Employees may use any vacation, or other time off available to them for the purpose of leave for victims of domestic violence, sexual assault or stalking. An employee may request leave if the employee is involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child.

Employees should provide notice and certification of their need to take leave under this Policy. Certification may be sufficiently provided by any of the following:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault or stalking;
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
3. Documentation from a medical professional, domestic violence, sexual assault or stalking victim advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact Human Resources to discuss the need for an accommodation. If an employee is requesting such a reasonable accommodation, the employee will need to submit a written statement signed by the employee, or by an individual acting on the employee's behalf, certifying that the accommodation is for the purpose of the employee's safety at work. The Agency will engage in an interactive process with the employee to identify possible effective accommodations, if any, and will make reasonable accommodations unless an undue hardship will result.

Accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, or other adjustment to a workplace facility or workplace requirement.

For reasonable accommodation requests, the Agency will also require certification demonstrating that the employee is the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. The Agency may request recertification every six months from the date of the previous certification. Employees should notify the Agency if an approved accommodation is no longer needed.

The Agency will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

#### 406. 19 Crime Victim's Leave

The Agency takes threats and actions of crime against our employees and their families very seriously. If at any time an employee needs to be absent from work because they or a family member has been the victim of a serious crime, or if an employee needs to take time off to ensure personal safety, seek medical treatment or receive counseling as a result of domestic violence or sexual assault, the employee should contact their manager or Human Resources immediately. An employee may use accrued sick leave or vacation in lieu of unpaid time off for these purposes. The employee's privacy will be protected to the greatest extent possible. The Agency may ask the employee for certification to confirm the need for time off. The Employee may provide certification in the form of any of the following:

1. A police report indicating the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Other evidence from the court or prosecuting attorney that the employee has appeared in court; or
4. Documentation from a medical professional, domestic violence advocate, an advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for injuries or abuse resulting from an act of domestic violence or sexual assault, or other crime involving abuse or injury.

#### 406.20 Time Off During a State of Emergency

The Agency may grant an employee paid administrative leave up to five (5) days, subject to approval by the General Manager, when the employee works or resides in a county where a state of emergency has been proclaimed by the Governor of California and at least one of the following conditions exist:

1. The employee's normal place of business is closed temporarily, during the employee's normal work shift, due to the effects of the emergency.

2. The emergency effectively precludes the employee's ability to find a safe route of transportation from the employee's normal residence to the workplace.
3. The emergency presents an immediate and grave peril to the employee's own safety, the safety of an employee's immediate family member or the employee's principal residence.
4. The employee is actively involved in a formal, organized effort to protect the health and safety of the general public; for example, the employee is a member of the auxiliary fire or police department or the employee is asked by local authorities to assist with sandbagging efforts.
5. The employee needs to take time off to apply for disaster assistance from the Federal Emergency Management Agency (FEMA) because the employee is unable to apply for assistance before or after the employee's normal work shift.
6. The employee is providing volunteer service to fire, police or other emergency services carrying out its responsibilities due to the State of Emergency. Employees providing such volunteer service must notify their manager, in advance, of their affiliation with the volunteer service(s) and establish prior arrangements regarding notification to their manager in the event the employee is asked to participate in a state or local disaster response. The Agency shall release the employee for purposes of providing volunteer services when such an emergency occurs unless there is a critical Agency operating reason to prevent such a release.

A paid leave of absence under this policy shall not exceed five workdays without the prior approval of the General Manager. Requests for extension of a paid leave of absence beyond five workdays must be made in writing, must state which of the applicable emergency conditions applies, and must provide an explanation for why an extension is necessary. Agency management will review and may approve such requests on a case by case basis.

#### 406.21 Work Incurred Injury/Illness Medical Appointment

An employee must report all accidents, injuries and illnesses occurring on the job, no matter how small, to their supervisor. The Agency carries workers' compensation insurance coverage to protect employees who are injured on the job. If an employee is injured at work and is temporarily unable to perform their usual and customary work, the employee will be eligible to receive workers' compensation benefits. The employee must provide the Agency with the certification from a recognized medical professional confirming the necessity of the leave within 14 days after the leave begins.

The leave will continue until (1) a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's former position, with or without reasonable accommodation; (2) a recognized medical professional certifies that the employee is permanently precluded from returning to work in their prior position or performing some portion of their prior job (i.e., the medical condition is permanent and stationary); (3) the employee resigns, quits, accepts employment with another business, refuses to return to

work after being released for full or partial work, or otherwise indicates that they are not going to return to work; or (4) one year has passed and the employee is still not able to return to work in their prior position.

An employee on a workers' compensation leave which exceeds 30 days must update the Agency on at least a monthly basis and provide information concerning their health status, anticipated date of return to work and continued intent to return to work. If an employee does not comply with this reporting requirement, the agency may terminate the employment. Workers' compensation disability leave is unpaid, but an employee may apply accrued vacation and sick leave to the workers' compensation disability leave. Accrued vacation and sick leave pay will supplement any workers' compensation or other wage benefits the employee receives. The Agency will maintain an employee's group health benefits during the period of leave as may be required by law.

The Agency will maintain an employee's group health benefits for that portion of leave that the employee is paid by the Agency. For example, if an employee applies accrued vacation to supplement any workers' compensation or other wage benefits the employee receives, the Agency will maintain an employee's group health benefits during the time the Agency pays the employee for accrued vacation. However, consistent with the Agency's group health benefits, the Agency will not maintain an employee's group health benefits during an unpaid leave unless otherwise required by law. Therefore, once an employee on leave has exhausted their accrued vacation, the employee will no longer be eligible for group health benefits. An employee may be eligible for continuation of health care coverage under COBRA, at their cost.

An employee may return to work only after they provide the Agency with a release to work from the employee's physician. If the employee has been released without limitation, or is capable of performing the essential functions of their job with reasonable accommodation, the employee will be offered the same position they held prior to the leave, unless that job no longer exists or has been filled in order for the Agency to operate safely and efficiently. In this event, the employee will be offered a substantially similar position if one is available. If the Agency receives medical evidence satisfactory to it that an employee will be permanently unable to resume safely all of the essential functions of their job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, the employee's employment will be terminated.

#### 406.22 Reasonable Accommodation Policy

The Agency is committed to complying with all laws that protect qualified<sup>1</sup> individuals with disabilities and/or medical conditions, and is committed to complying with all laws that protect individuals who are pregnant or have pregnancy- or childbirth-related conditions. The Agency will reasonably accommodate the known physical or mental disability and/or medical

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<sup>1</sup> Individuals who are able to perform the essential duties of the job with or without accommodation.

condition of a qualified individual, provided the requested accommodation does not create an undue hardship for the Agency or pose a direct threat to the health or safety of others in the workplace or to the requesting employee. When the Agency has reasonable cause to believe that the employee's health and/or physical or mental condition may impair the employee's ability to do the assigned work, or pose a risk to the health or safety of others with whom the employee works, or to the public, the Agency may initiate the interactive process and/or require a fitness-for-duty exam in accordance with applicable laws.

In addition, the Agency will reasonably accommodate conditions related to pregnancy, childbirth or related medical conditions, which may include transfer to a less strenuous or hazardous position for the duration of an employee's pregnancy where based on the advice of the employee's physician or where the Agency determines such a transfer is available.

The Agency's goal is to provide equal opportunities to all applicants and employees in the workplace.

Examples of reasonable accommodations include, but are not limited to:

- Modifying work equipment or work areas (e.g., providing stools);
- Making facilities readily accessible to and usable by disabled individuals (e.g., providing accessible break rooms);
- Modifying job duties including light duty assignments, as available;
- Modifying work schedules;
- Reassigning an employee to another task, department position or location;
- Allowing assistive animals at the jobsite;
- Providing a finite leave of absence (if the employee/employee's healthcare provider requests a leave of absence or if it is determined there is no reasonable accommodation available that will allow an employee to continue working).

This list is not exhaustive. What may be a reasonable accommodation varies depending upon the situation.

Further, in addition to reasonable accommodations provided for disability, medical condition, and/or pregnancy, the Agency provides reasonable accommodations consistent with California and federal laws for employees who are breastfeeding and/or have religious beliefs or observances that necessitate accommodation.

Without disclosing the underlying condition, employees must inform their supervisor and human resources immediately if they believe they need reasonable accommodation for a temporary or permanent disability, medical condition, and/or condition related to pregnancy, childbirth or related medical conditions. Employees must also advise their supervisor and human resources of any facilities they believe need to be made accessible. If any supervisor becomes aware of an employee's need for reasonable accommodation, they should

immediately inform human resources. Requests shall be treated in a confidential manner to the extent possible.

Once the Agency is aware of the need for a reasonable accommodation, it will engage in a timely, good-faith interactive process to discuss possible accommodations. This may be done in person or by telephone or video conferencing, or a combination of these means. During this process, employees must cooperate with the Agency and provide requested information, such as a list of restrictions that must be met to accommodate the employee and appropriate documentation from the employee's healthcare provider. In addition, if employees have suggestions for possible accommodations, e.g., job duties or positions the employee might be able to perform, the employee should share that information with the Agency. Likewise, the Agency will provide the employee with information, such as available vacant positions, that will assist in locating a reasonable accommodation.

The Agency may require medical certification to substantiate or clarify an employee's restrictions (including identification of restrictions and anticipated date(s) restrictions will be in place) and reasonable accommodation needs.

This certification may include, but is not limited to:

- A list of the employee's restrictions;
- A description of the requested reasonable accommodation;
- The date the need for the reasonable accommodation became/will become medically advisable and/or necessary to continue working;
- The probable duration of the need for reasonable accommodation; and
- A statement that because of the employee's disability, medical condition, or pregnancy, the reasonable accommodation is medically advisable and/or necessary to continue working.

Throughout this process, the Agency will work with the employee to determine whether a reasonable accommodation exists that is consistent with the employee's restrictions and is consistent with the Agency's obligations under all applicable laws.

The Agency will not permit retaliation against employees for requesting reasonable accommodations.

The California Civil Rights Department (formerly the Department of Fair Employment and Housing) provides additional information regarding reasonable accommodations. Its website is located here: [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov)

Specific information for individuals with pregnancy, childbirth, or related conditions is located here:

[https://www.cdfa.ca.gov/exec/ocr/pdfs/Policy/2.1.1.2\\_Attachment\\_2\\_Pregnancy\\_Rights.pdf](https://www.cdfa.ca.gov/exec/ocr/pdfs/Policy/2.1.1.2_Attachment_2_Pregnancy_Rights.pdf)

## 407. EMPLOYEE CONDUCT

### 407.1 Code of Ethics

Officers, employees, and agents of the Agency will conduct themselves in a manner consistent with sound business and ethical practices. Serving the public interest is the paramount mission of the Agency and should guide all official actions. Even the appearance of impropriety should be avoided to ensure and maintain public confidence. Decision-making must be in all respects fair, independent, and impartial. Employees are expected to abide by this policy and comply with all applicable laws while conducting Agency business.

### 407.2 Confidentiality of Information

During the course of employment with the Agency, employees may be given access to confidential and proprietary trade secret information belonging to the Agency. The protection of such information is vital to the interests and the success of the Agency. It is the policy of the Agency to closely protect information that may be of value or significance to organizations or individuals. Employees are required to protect confidential information they have access to from unauthorized disclosure (for more information see the Information Services procedures).

Examples of confidential Agency information includes:

- Any and all customer and client data, including but not limited to customer or client lists, preferences, credit history, agreements, and any personally identifiable information related to customers or clients, or their employees, customers or clients, including names, addresses, phone numbers, account numbers and social security numbers;
- Employee data, including but not limited to any personally identifiable information related to employees such as names, addresses, phone numbers, account numbers, social security numbers, disciplinary records, medical records, and the compensation of co-workers;
- Anything contained in another employee's personnel file;
- Financial information related to the Agency, its members or clients, its employees or any other party;
- Pending projects and proposals;
- Plans regarding potential or actual mergers, acquisitions or expansions;
- Technical information about specific plants, equipment or methods of operation;
- Communications regarding staffing plans or legal actions;
- Information required to be kept confidential by law;
- Trade secrets, inventions, discoveries, improvements, specifications;
- Technological data, strategies, forecasts, budgets and projections.

California and federal law prohibit the unauthorized use of this information. All employees shall maintain the confidentiality of this information, and shall not disclose this information in any manner (whether in writing, electronically or verbally) to any other entity or person, except as authorized by the General Manager of the Agency. Unauthorized disclosure may result in discipline, up to and including termination and legal action. Employees may be required to enter into a Confidentiality and Trade Secrets Agreement to maintain the confidentiality of the Agency's trade secret and proprietary information.

To ensure the confidentiality and proper use of Agency information, employees agree to comply with all Agency Information Services (IS) policies, including but not limited to, the Appropriate Computer Use Policy, Cyber Security Policy, Social Media Policy, Password Policy, the Agency Intranet Governance Policy, and other role-dependent policies such as the Mobile Device Policy and/or Remote Access Authorization Policy. These policies are available on the Agency Wire.

#### 407.3 Conflict of Interest and Outside Employment

Agency employees shall not engage in any outside work that creates the appearance and/or existence of a conflict of interest or constitutes incompatible activities with their duties and/or position with the Agency including, but not limited to impeding the employee's performance of duties as an Agency employee. Employees are prohibited from using the Agency's time, facilities, equipment, money, materials or the prestige and influence of their position for personal gain or advantage unrelated to their work at the Agency.

No employee shall accept or receive any consideration or compensation for an act that they would be required or expected to perform as a part of their duties as an Agency employee.

Employees shall notify and request approval from the Appointing Authority in writing in advance of beginning outside employment which may present a potential conflict with their duties as an Agency employee or their ability to perform those duties. Failure to obtain advance written approval may be grounds for disciplinary action up to and including termination.

#### 407.4 Gifts

Employees or family members shall not accept gifts of cash payments, gift certificates, or credit arrangements of any kind or amount from individuals or companies doing or seeking to do business with the Agency.

An employee or family member may not accept non-cash gifts, including entertainment, travel, or other gratuities or services from individuals or companies doing or seeking to do business with the Agency, unless the transaction meets all the following requirements:

- It is in keeping with good business ethics;
- It is customary and proper under the circumstances and gives no appearance of

impropriety;

- It services a valid Agency business purpose;
- It does not impose any sense of obligation on the recipient to the donor;
- It does not result in any kind of special or favored treatment for the donor;
- It cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances, and the total value is no more than the current Fair Political Practices Commission gift limit (see [www.fppc.ca.gov](http://www.fppc.ca.gov)).

#### 407.5 Statement of Economic Interest

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700.

#### 407.6 Dress Code

It is the Policy of the Agency that its employees use good judgment and dress in a manner that is appropriate taking into consideration their position, location, and hours of work. All employees are expected to maintain their clothing consistent with generally acceptable standards of neatness, safety, cleanliness, and professionalism, and Managers are responsible for ensuring appropriate attire is worn by their subordinates. For example, appropriate clothing for plant operations would not normally include a suit and tie nor shorts. Likewise, for staff that may be in contact with the public or Commission members, shorts or flip flops would not normally be appropriate.

#### 407.7 Drug and Alcohol-Free Workplace

See the Agency's procedure regarding Drug-and Alcohol-Free Workplace Policy for more details.

#### 407.8 Political Activities

Agency officers and employees are prohibited from participating in political campaigning while on Agency time, including the distribution of campaign literature either during work hours or on the Agency's premises.

This prohibition includes the use of and/or displaying of campaign materials on Agency property, including walls, bulletin boards, doors and Agency-owned vehicles. Likewise, any Agency officer or employee is prohibited from participating in any political activities while in Agency uniform, either on or off the job.

This prohibition does not include private vehicles used in the course and scope of employment, the wearing of campaign buttons on personal clothing during working hours if the employee is not wearing an Agency uniform, or displaying campaign material on bulletin boards designated for use by an employee organization.

## 407.9 Grievances

The Agency and its employees have a mutual interest and obligation to attempt to settle work-related grievances as fairly and promptly as possible. A grievance is defined as a dispute or complaint regarding the application or interpretation of a written Agency rule, policy or procedure relating to an employee's wages, hours, or conditions of employment, but not related to disciplinary action against an employee.

This grievance procedure is intended to provide an informal avenue for redress of grievances (as defined above) of complaints relating to the policies expressed in this manual, and to give the Agency an opportunity to investigate the complaint and correct any problems before it becomes more serious. However, this grievance procedure may not be used for any of the following: to change wages, hours or working conditions; or to challenge the content of employee evaluations or discipline.

Only full-time regular, non-represented employees who have completed probation have access to this grievance procedure. At-Will and provisional employees do not have access to this procedure. Part-time, limited term, seasonal and temporary employees may utilize this procedure up to the Human Resources Manager level only to resolve their grievances. For those employees, the Human Resources Manager's decision regarding the grievance shall be final and binding.

Every effort should be made to resolve a grievance at the point the grievance arose, through informal discussion between the grievant and their Manager.

If the employee is not satisfied after speaking with their Manager, the employee may present a formal written grievance form to the Human Resources Manager with a copy to their Manager. The written grievance must be presented within fifteen (15) calendar days of the facts giving rise to the appeal. However, this time limit may be waived at the discretion of the Agency. The Human Resources Manager may, at their discretion, submit the grievance for response as the first step to a directly involved Manager or other department representative.

Grievance appeals must be in writing, signed by the affected employee(s) and allege that the Agency has violated a specific provision of the policies expressed in this manual. Grievances must contain the specific facts upon which they are based. Grievances that fail to include these elements may be rejected on that basis.

The Human Resources Manager or designee will review the grievance and shall serve notice of a written response within fifteen (15) calendar days of receipt of the grievance.

If the grievant is dissatisfied with the Agency's first response, the grievant may submit a written appeal to the General Manager. The appeal must be received by the General Manager within fifteen (15) calendar days of the Human Resources Manager's response. The General Manager, or designee, will review the appeal and shall serve notice of a written response

within fifteen (15) calendar days of receipt of the appeal. The General Manager's decision shall be final.

No other grievance or appeal procedure may be used for matters within the scope of this grievance procedure. Represented employees should refer to their MOU for their grievance procedure.

#### 407.10 Employee Solicitation, Organization and Distribution

Employee solicitation and distribution are permitted only at those times and in those areas that are compatible with the efficient and orderly operation of the Agency. Managers and supervisors at each Agency facility are responsible for administering and enforcing this policy. The Agency limits direct solicitation and distribution of literature in work areas.

An employee may "directly" solicit other employees in non-work areas (e.g. break rooms, lunch areas, etc.). "Passive" solicitation, including the placement of a collection box or envelope for approved charities or gift giving in appropriate public areas is permissible, with prior approval of the General Manager or Human Resources Manager. "Passive" distribution of literature by employees announcing times and dates that products, services, or collections will occur may be posted on the Employee Bulletin Board at each location.

Solicitation or distribution by employees or non-employees by e-mail are not permitted. Exceptions to this policy may include charity drives such as the United Way and blood drives, collections for retirement/shower gifts, donations to assist fellow employees, etc. that are pre-approved by the General Manager or Human Resources. Employees with questions about this policy should contact the Human Resources Department.

#### Definitions:

1. Solicitation is any activity conducted for the purpose of advertising, promoting or selling any product or service or encouraging membership in any group, association or organization.
2. Distribution includes but is not limited to giving out posters, brochures, badges, buttons, information pamphlets, etc. to employees.

#### 407.11 Service Recognition

See the Agency's procedure regarding Service Recognition for more details.

#### 407.12 Suggestion and Award

See the Agency's procedure regarding Suggestion and Award for more details.

## 408. SAFETY

The Agency is dedicated to providing a healthy, comfortable, and productive environment for the public and its employees. The purpose of these policies is to ensure compliance with applicable health and safety laws and regulations and to promote health and safety among its employees.

### **Responsibility/Action**

Employees are required, as a condition of employment, to exercise due care in the course of their work to prevent injuries to themselves, other employees, the public, and damage to Agency property. Assistant General Managers/Managers are responsible for ensuring that new employees receive a Safety Orientation.

### 408.1 Smoking

The Agency is dedicated to providing a healthy, comfortable, and productive environment for the public and its employees. The Agency recognizes the hazards caused by tobacco use and exposure to secondhand tobacco smoke. This section contains rules about smoking on Agency-owned or Agency-leased property and in Agency vehicles. Its intent is to protect air quality and contribute to public health, safety, and well-being by creating a reasonable balance between the desires of smokers and non-smokers. It requires thoughtfulness, consideration, and cooperation between smokers and non-smokers. All persons share the responsibility for adhering to, and enforcing, these requirements. The provisions of this section shall be broadly construed to protect the rights of the non-smoker. California law prohibits smoking on Agency property. Smoking is only allowed in designated smoking areas. It is applicable both to employees and the general public.

### **Designated Smoking Areas**

**Buildings:** Smoking is prohibited in any Agency-owned or Agency-leased building and in certain outside areas in accordance with the applicable laws or regulations.

**Vehicles:** Smoking is prohibited in any Agency-owned or Agency-leased vehicle.

### 408.2 Workplace Violence

The Agency is committed to preventing workplace violence and to maintaining a safe work environment. The Agency has a zero-tolerance policy prohibiting violence or the threat of violence impacting any individual or facility within its premises.

**Weapons:** Weapons such as firearms, explosives, swords, and/or knives with blades longer than four (4) inches are not permitted on the premises, within Agency parking lots or within Agency-leased or owned vehicles.

**Threats:** Any threat of violence involving an employee or Agency facility must be reported by employees who witness and/or learn of the incident/threat to the Manager or Assistant

General Manager immediately.

**Acts of Violence:** If a violent workplace incident occurs, whether or not a physical injury results, an Incident Report Form must be completed and filed by the involved employee's immediate supervisor (or by an employee who witnessed the incident) with a copy to the Human Resources Manager. A team will be assigned to investigate the incident and recommend appropriate corrective action. See the Agency's procedure (P408.2) regarding Workplace Violence Prevention for more details.

### 408.3 Communicable Disease Control

The Agency recognizes that employees may be exposed to communicable diseases in the workplace or while traveling. Such diseases are capable of being transmitted to other individuals in various ways and include but are not limited to: influenza, tuberculosis, severe acute respiratory syndrome (SARS-CoV-2), etc. Exposure to and the risks of communicable diseases vary widely.

**Travel Alerts and Advisories:** Before traveling, it is recommended that employees check the United States Department of Health and Human Services' Center for Disease Control and Prevention ("CDC") website for travel alerts or advisories regarding the potential for exposure to various diseases. If the CDC issues a travel advisory for an area to which an employee is scheduled for business travel, the employee is required to discuss with their supervisor whether to postpone or cancel the trip and use an alternative method of communication, such as a teleconference.

**Workplace Health and Safety Standards:** Employees are expected to comply with all health and safety standards, especially when there is an outbreak of a communicable disease in the workplace or when they have been diagnosed with a communicable disease or illness. For example, it is strongly recommended that employee's sick with the flu remain at home to reduce exposing others at work. Employees are to wash their hands regularly and cover their mouths when sneezing or coughing.

**Reporting Communicable Diseases:** Employees diagnosed with a communicable disease or illness are expected to follow the instructions of their healthcare providers and inform their supervisor or Human Resources about their infection when directed to do so by their physician or public health officials. The Agency will report communicable diseases as required by law to local health officials, the workers' compensation carrier and other necessary parties are required by law. Employees and supervisors should contact Human Resources if they believe that they or any other employee should be informed about the possible contagious nature of an employee's illness.

**Confidentiality:** An employee's medical condition is confidential, and information about an employee's health is to be provided only to those persons with a need to know. If an employee wishes to release information about their own health, they should advise the

Human Resources Manager. The Agency will maintain procedural safeguards with the objective of protecting the privacy of persons living with a communicable disease. The Agency will not disclose the identity of any employee who has a communicable disease, except as authorized by law, when necessary for the administration of this policy, or pursuant to CDC guidelines. In general, it is recommended that no specified or detailed information concerning an employee's complaint or diagnosis of a communicable disease be provided to any other employee without the express consent of the impacted employee.

**Reports from Health Providers:** The supervisor and Human Resources Manager, and if appropriate, a consulting physician will determine if a statement should be obtained from the employee's attending physician that the employee's continued presence at work will pose no significant risk of harm to the employee, co-workers, or customers.

**Fitness for Duty:** The Agency has the right to require that the employee be released by their physician before returning to work. The Agency also has the right to require an employee undergo a medical examination to determine the employee's fitness for duty.

**Accommodations:** The Agency will accommodate employees with communicable diseases consistent with the business needs of the Agency and applicable law. Factors to be considered include but are not limited to the safety of the employee and others, and possible methods of accommodation.

**Leaves:** Employees with communicable diseases may have rights for leave under the Family and Medical Leave Act or the California Family Rights Act or the Agency's medical leave policy.

**Workers' Compensation:** If a communicable illness is work related, the employee must report it immediately in accordance with Agency policy.

## 409. HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

### 409.1 Equal Employment Opportunity Policy

The Agency guarantees every applicant for employment and every employee the right of equal treatment without regard to race, color, sex, age, religion, national origin, ancestry, sexual preference, handicap, disability status, perceived pregnancy, breastfeeding or related medical condition, military or veteran status, domestic violence victim status, genetic characteristic or information, gender identity, gender expression, or any other characteristic or status protected by law. This policy includes recruiting, hiring, working conditions, benefits, training programs, promotions, use of Agency facilities, and all other terms and conditions of employment.

In recruiting and selecting employees, the Agency furthers the principles of equal employment by seeking talented and competent persons who are suited for a specific

position by reason of training, experience, character, personality, intelligence and general ability. The Agency does not consider an individual's race, color, sex, age, religion, national origin, sexual preference, handicap, disability status, military or veteran status, domestic violence victim status, or any other protected status in recruiting and selecting employees.

#### A. Promotion

Promotions are based on an employee's past performance and qualifications to assume additional responsibilities determined without regard to, or consideration of, the individual's status. The Agency takes all personnel actions without regard to an individual's race, color, sex, age, religion, national origin, sexual preference, handicap, disability status, military or veteran status, domestic violence victim status, gender identity, gender identification or expression, genetic characteristic or information, or any other protected status.

### 409.2 Unlawful Harassment, Discrimination and Retaliation

The Agency is committed to providing a work environment free of harassment, discrimination and retaliation. The Agency therefore prohibits harassment, including sexual harassment, discrimination and retaliation based on race, religion, religious creed, color, national origin, ancestry, physical or mental disability, including HIV and AIDS, medical condition, marital status, sexual orientation, perceived pregnancy, military or veteran status, age, genetic information, sex, gender, gender identity, gender expression, domestic violence victim status, pregnancy, denial of Family Care and Medical Leave, natural and protective hairstyles, or any other basis made unlawful by federal, state or local law or ordinance or regulation. It also prohibits such conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Such discrimination is unlawful and will not be tolerated. This policy prohibits unlawful harassment of or by any employee of the Agency, including supervisors and co-workers. It also extends to vendors, independent contractors and others doing business with the Agency.

Unlawful harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation, is prohibited. Sexual harassment is defined by the Fair Employment and Housing Council as "unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature." Sexual harassment may occur even if the conduct is not motivated by sexual desire. Unlawful harassment includes, but is not limited to:

1. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, jokes, or comments;
2. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures;
3. Physical conduct such as assault (unwanted touching), blocking normal movement, or interfering with work directed at an individual because of their sex or any other basis;

4. Threats and demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors;
5. Retaliation for having reported or threatened to report harassment or discrimination; or
6. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations.

If an employee thinks they are being harassed, discriminated against, or retaliated against on the job because of gender, race, or other protected basis, or if an employee observes behavior they believe to be in violation of this policy, the employee should immediately contact their immediate supervisor, the Human Resources Manager, or any other supervisor with whom the employee feels comfortable. The Agency will maintain confidentiality to the extent possible. The Agency will not retaliate against anyone for reporting any incidents of harassment, discrimination or retaliation, for making any complaints of harassment, discrimination or retaliation, or for participating in any investigation.

Supervisors must refer all harassment, discrimination and/or retaliation complaints to Human Resources or the General Manager of the Agency. The Agency will immediately cause qualified personnel to undertake a fair, timely, thorough and objective investigation of the harassment allegations and to document and track the complaint and investigation. If an employee has violated this policy, the Agency will take remedial action commensurate with the severity of the offense. This may include discipline of the offender, up to and including immediate termination. The Agency will also take action to deter any further harassment, discrimination and/or retaliation, and will remedy any loss to the complaining employee resulting from such conduct.

All employees must report any incidents immediately so that complaints can be quickly and fairly resolved. The California Civil Rights Department ("CRD") (formerly the Department of Fair Employment and Housing) and the U.S. Equal Opportunity Commission ("EEOC") investigate and may prosecute complaints of harassment, discrimination and retaliation. An employee may have a claim of harassment even if they have not lost a job related or economic benefit. Whenever an employee thinks they have been harassed or discriminated against or that they have been retaliated against for resisting or complaining of harassment, discrimination or retaliation, that employee may file a complaint with the CRD or the EEOC. If the employee has a disability that requires reasonable accommodation, CRD can assist the employee with their complaint. The CRD may be reached toll free at 800-884-1684, or at [calcvilrights.ca.gov](http://calcvilrights.ca.gov).

The Agency has a brochure on sexual harassment which is available to all employees for additional information. The Agency expects its employees to act in a professional and respectful manner at all times.

In addition, the Agency desires to avoid misunderstandings, complaints of favoritism, claims of sexual harassment and employee dissension that may result from personal or social relationships amongst employees. Therefore, the Agency asks that if employees become romantically involved with one another they disclose their relationship to an appropriate manager with whom they feel comfortable. The manager should notify the Human Resources Manager or the General Manager of the Agency as appropriate. Please refer to the Agency's policy regarding the employment of friends and relatives for additional information.

A. Unlawful Harassment Training

The Agency requires employees to take part in training on unlawful harassment and abuse conduct prevention. Upon hire, and at least once every two years thereafter, non-supervisory employees receive at least one hour of training; upon hire and/or assumption of a supervisory position, and at least once every two years thereafter, supervisory employees receive at least two hours of training. Temporary employees receive training within 30 days after hire or within 100 hours worked, whichever is sooner. The Agency will retain records of training provided for at least two years.

## **410. EMPLOYEE RETENTION: SEVERANCE BENEFITS FOR INVOLUNTARY SEPARATION**

The purpose of the employee retention severance benefits is:

1. To stabilize the Agency's workforce under conditions of uncertainty in the electric industry.
2. To retain employees needed in carrying out the Agency's future mission and business plan as outlined by its Commission members.
3. To ensure that employees who are involuntarily terminated in situations beyond the reasonable control of the Agency are treated equitably in accordance with good business practices.

### **Eligibility**

Regular Agency employees and At-Will regular employees who are not otherwise rendered ineligible by the terms of this paragraph are eligible to participate in this severance plan, contingent upon the employee signing a written release relinquishing the employee's right to pursue litigation against the Agency related to termination (hereinafter, Eligible Employees). Probationary employees, except for employees in pay grades 31 or above, provisional, part-time, limited term, or casual employees, and any employee terminated for cause are not eligible for severance benefits under this plan. Exceptions to this policy will be at the discretion of the General Manager.

If the Agency, in its sole determination, decides to offer voluntary severance to a group of

employees, the voluntary severance benefits will be the same as the involuntary severance benefits defined herein.

### **Policy**

The Agency operates efficiently and effectively, and follows good business practices. Depending upon business conditions, it may become necessary to terminate employees from time-to-time. The Agency's policy is to provide transition assistance through severance benefits to Eligible Employees who are involuntarily terminated without cause, or who are affected by a change in control. Constructive termination includes a material reduction in pay, benefits, duties or responsibilities, or an unreasonable mandatory relocation.

### **Benefits**

Benefits upon involuntary separation for Eligible Employees are as follows:

- A lump sum payment equal to two (2) weeks base salary for each continuous year of service to a maximum payment of twenty-six (26) weeks (6 months) base salary. Minimum payment, regardless of length of service, is four (4) weeks base salary. Partial years of service will be prorated.
- For employees in Salary Grade 31 or above who are eligible for a lump sum payment equal to two (2) weeks base salary for each continuous year of service to a maximum payment of twenty-six (26) weeks (6 months) base salary. Minimum payment, regardless of length of service is three (3) months. Partial years of service will be prorated.
- Continuation of Health and Welfare benefits (medical, dental and vision insurance): Current benefits levels will be provided at the Agency's expense to employees who are terminated involuntarily (and eligible dependents) for six (6) months under COBRA. Thereafter, the employee may continue medical coverage at their own expense under COBRA following termination, until employment with benefits is obtained with another employer, or COBRA ends, whichever occurs first.

Payment will be made for accrued vacation at the time of termination.

A lump sum payment for half the employee's accrued sick leave will be made. If an employee who is eligible for severance benefits, elects retirement under CalPERS, their sick leave and medical benefits will be handled as retirement benefits under CalPERS rules.

### **Change in Control**

In the event of a change of control of the Agency, involuntary severance benefits will apply. A change in control is defined as any reorganization, joint venture, privatization plan, sale merger, affiliation, or contract that results in final decision-making authority with respect to workforce size, composition, wages, hours of work, or working conditions being vested in any entity, person or persons other than the Agency.

## 411. DISCIPLINE POLICY

### General Rules of Conduct

All Agency employees shall render the best possible service to and conduct themselves in a professional manner on behalf of the Agency. The highest standards of professional conduct are essential and expected of all employees.

#### 411.1 Disciplinary Actions

The Agency may invoke one or more of the following types of disciplinary actions. The disciplinary actions are listed in increasing order of severity:

- Oral Reprimand
- Written Reprimand
- Suspension without Pay for up to thirty (30) days
- Reduction in Pay (temporary or permanent decrease in salary)
- Demotion (Change in classification) or
- Termination
- The Agency may both impose a combination of a suspension without pay, a reduction in pay, and a demotion in a single disciplinary action.

The nature of the discipline imposed will depend on the seriousness of the problem and the employee's record of performance, behavior problems, or safety violations. The Agency always maintains the right to determine what disciplinary action is appropriate based on the facts of each case.

### Grounds for Discipline

Disciplinary measures may be imposed for any just cause. Agency employees who are employed At-Will, or who are temporary or probationary, may be subject to discipline at the Agency's discretion. However, such employees are not subject to the requirement of just cause, and are not entitled to either pre-discipline procedures or post-disciplinary appeals under this policy with respect to their employment with the Agency.

Just cause for discipline exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but also includes, but is not limited to, any conduct by an employee either on or off-duty that brings discredit to the Agency, affects the employee's ability to perform their duties, causes other employees not be able to perform their duties, or involves any improper use of the employee's position for personal advantage or the advantage of others. This policy shall not be construed or applied in a way that improperly interferes with employees' exercise of their rights to engage in concerted activity or any other lawful conduct under the law.

The level of disciplinary action imposed by the Agency is within the Agency's discretion and is dependent upon the seriousness of the offense and the relevant employment history of the employee. While use of "progressive" discipline (i.e., increasing the severity of punishment in successive instances of discipline) is good personnel practice and shall be considered by the Agency in each case, it is not mandated by this policy.

It is not possible to list all matters or behaviors which may give rise to discipline. Employees are expected to utilize reasonable judgment and common sense in avoiding conduct which may give rise to discipline. Just cause for disciplinary action against an employee includes, but is not limited to, the following:

- Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the Agency.
- Knowingly furnishing false information, or intentionally omitting material facts, in the course of the employee's duties and responsibilities.
- Inefficiency, incompetence, carelessness or negligence in the performance of duties.
- Violation of safety rules.
- Violation of any of the provisions of the Agency's personnel rules and regulations, department rules and regulations, Agency policies, Agency procedures, or Agency rules or regulations.
- Inattention to duty.
- Tardiness; or abuse of sick leave or other leaves.
- Being under the influence of an intoxicating beverage, illicit narcotic, or prescription drug the use of which impairs an employee's ability to perform their job without creating a danger to themselves to other employees, or to members of the public while on duty or on Agency property, or when called in for emergency duty; possession of alcohol on duty or on Agency property without authorization; or possession of unlawful drugs on duty or on Agency property.
- Insubordination or disobedience to proper authority, or refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor.
- Unauthorized soliciting on Agency property; or the conduct of any unauthorized commercial or political activity on duty or on Agency property.

- Unauthorized absence without leave; or failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or cancelled, or any other unauthorized absence from work or failure to report to work.
- Conviction of a felony or a misdemeanor involving moral turpitude or any violation of a federal, state or local law which negatively impacts the employee's ability to effectively perform their job or which brings discredit to the Agency.
- Offensive or impolite treatment of the public or other employees.
- Falsifying any Agency document or record.
- Misuse of Agency property; improper or unauthorized use of Agency equipment or supplies; or damage to or negligence in the care and handling of Agency property.
- Fighting, assault and/or battery.
- Theft or sabotage of Agency property.
- Inattention or sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel.
- Accepting bribes or kickbacks; accepting gratuities or gifts prohibited by the Political Reform Act.
- Unauthorized disclosure of confidential Agency information or of Agency trade secrets; or the failure to guard such information.
- Intimidation or interference with the rights of any employee.
- Outside work or employment, or any other outside activity or conduct, which conflicts with Agency responsibilities, causes discredit to the Agency, negatively impacts the effective performance of Agency functions or is not compatible with good public service or interests of the Agency service.
- Failure to maintain the necessary license or certification specified for the position.
- Abusive or intemperate language toward or in the presence of others in the workplace.
- Any other good cause as determined by the Agency.

### **Authority to Discipline**

Any authorized supervisory employee, including an employee temporarily upgraded to a supervisory position, is responsible for ensuring that the employees under their supervision are following performance standards including policies and procedures. Supervisors may institute disciplinary action for cause in accordance with this policy. Non-supervisory employees who are temporarily upgraded to a supervisory position must immediately act to stop inappropriate behavior, and must recommend disciplinary action to the appropriate Manager who will investigate the incident and implement the discipline.

Whenever this discipline policy refers to a “supervisory employee”, the term includes an employee temporarily upgraded to a supervisory position.

### **Procedure for Disciplinary Action**

#### **A. At-Will Employees:**

Notwithstanding anything in this Personnel Policies and Procedures Manual or this Policy to the contrary, At-Will employees, including but not limited to provisional employees, temporary employees and probationary employees may be disciplined by the Agency, up to and including termination from employment with the Agency, without complying with the procedural provisions of this Policy, without being subject to the requirement for just cause for discipline, and without providing any appeal pursuant to this policy.

#### **B. Conflicting Provisions of Memorandum of Understanding:**

In the event of a conflicting or inconsistent disciplinary procedure or provision in a Memorandum of Understanding (“MOU”) between the Agency and a recognized exclusive representative for a particular bargaining unit, the disciplinary provisions or procedure of the MOU shall govern. In the absence of an inconsistent discipline procedure in a MOU, employees covered by this policy shall be governed by the following provisions.

#### **C. Minor and Major Discipline:**

For purposes of this policy, “Minor” discipline shall mean an oral reprimand, a written reprimand, or a suspension without pay of five (5) or fewer days. “Major” discipline shall mean a suspension without pay of six (6) or more days, any reduction in pay (whether temporary or permanent), a demotion or a termination.

#### **D. Minor Discipline shall be imposed as follows:**

1. **Oral Reprimand:** Any authorized supervisory employee may, in consultation with the Human Resources Manager, orally reprimand an employee under their supervision for violations of this policy. The supervisor shall create a written record of the date of the reprimand and the factual basis for it and shall provide a copy of the record of oral reprimand to the Human Resources Manager to be placed in the employee’s personnel file.

2. **Written Reprimand:** Any authorized supervisory employee may, in consultation with the Human Resources Manager, reprimand in writing an employee under their supervision for violation of this policy. The supervisor shall create a formal memorandum indicating the date and nature of the violation and shall provide copies of the memorandum to both the employee and the Human Resources Manager. The memorandum shall advise the employee of their right to submit a response memorandum within five (5) business days of the receipt of the reprimand. Any response memorandum received within that time period shall be placed in the employee's personnel file along with the reprimand memorandum.
3. **Suspension Without Pay for Five (5) or Fewer Days:** Any supervisory employee desiring to recommend discipline consisting of suspension without pay for five (5) or fewer days shall, in consultation with the Human Resources Manager, provide a written memorandum to the appropriate Assistant General Manager proposing such discipline. The memorandum shall describe the proposed length of suspension without pay, set forth the basis for the recommendation of suspension without pay (including citation to the sections of this policy alleged to have been violated and the factual basis for the alleged violations), and attach all documents upon which the recommended discipline is based.

The Assistant General Manager may conduct such further investigation as they deem appropriate and may thereafter issue a written Notice of Discipline indicating the length of suspension without pay, the effective date of the suspension, and the basis for the suspension (including citations to the sections of this policy that have been violated and the factual basis for the violation) and attaching all documents upon which the suspension is based. The Notice of Discipline for a suspension without pay of five (5) days or less shall also advise the employee of the right to a meeting to dispute the Notice of Discipline. The Notice of Discipline shall advise the employee of the deadline by which to request such meeting to dispute the discipline imposed, which shall be no more than five (5) business days after the Notice of Discipline is issued. The meeting will take place within ten (10) business days after the employee's request and shall be conducted as an informal hearing, at which no witnesses are called. The employee will be provided at least five (5) days' notice of the hearing date. The employee may present oral or written argument to explain why the suspension without pay is not appropriate for any reason, including pointing out any mistakes of fact in the Notice of Discipline and/or indicating why the suspension without pay is disproportionate to the alleged misconduct. The Assistant General Manager's decision shall be final. In the event that such meeting is not timely requested, the right to the meeting is waived.

The Assistant General Manager may not increase the supervisor's proposed discipline to six (6) or more days of suspension without pay, a reduction in pay, a demotion or a termination without issuing a Notice of Intent to Discipline as required for Major

Discipline and providing the affected employee the opportunity for a pre-disciplinary hearing.

In the event that the suspension without pay is proposed by an Assistant General Manager, they shall follow the same process as other supervisory employees, but the recommendation shall be forwarded to an uninvolved Assistant General Manager as designated by the General Manager who shall thereafter act upon the recommendation in the manner indicated above.

**E. Major Discipline shall require a Notice of Intent to Discipline, a Pre-Disciplinary (“Skelly”) Hearing, and a Notice of Discipline, if applicable, as follows:**

1. **Notice of Intent to Discipline Required:** A supervisory employee proposing Major Discipline shall, in consultation and coordination with the Human Resources Manager, issue a written Notice of Intent to Discipline, also known as a “Skelly letter.”
2. **Required Content of a Notice of Intent to Discipline:** The Notice of Intent to Discipline shall describe the intended or proposed discipline, describe the basis for the discipline (including citation to the sections of this policy alleged to have been violated and the factual basis for the alleged violations), and attach all documents upon which the discipline is based. The Notice of Intent to Discipline shall notify the employee of their right to an informal, pre-disciplinary and non-evidentiary hearing, known as a “Skelly hearing.” The Notice of Intent to Discipline shall inform the employee of their deadline and the procedure to request a Skelly hearing, which deadline shall be at least ten (10) business days (defined as Monday through Friday, excluding holidays) and no more than fifteen (15) business days after the issuance of the Notice of Intent to Discipline. It shall also advise the employee that they may be represented at the Skelly hearing by a union representative or other person, including counsel, and may choose to respond either in writing or orally to the charges but that no witnesses may be called at the Skelly hearing. An employee may, at the Agency’s option, be placed on paid leave pending the Skelly hearing and the issuance of a decision following the Skelly hearing.
3. **Skelly Hearing:** If a Skelly hearing is timely requested by the employee, the Agency will set a date for the Skelly hearing to occur, absent extenuating circumstances or an agreement of the parties, within thirty (30) days of such request and provide at least five (5) days’ notice of the hearing. In the event that an employee fails to request a Skelly hearing by the deadline provided, the employee shall be deemed to have waived the right to a Skelly hearing and the Skelly hearing officer may issue a Notice of Discipline as provided in this policy based upon the Notice of Intent to Discipline.

The Skelly hearing shall be conducted as an informal hearing, at which no witnesses are called. The employee or their representative may present oral or written

argument to explain why the proposed discipline is not appropriate for any reason, including pointing out any mistakes of fact in the Notice of Intent to Discipline and/or indicating why the proposed discipline is disproportionate to the alleged misconduct.

4. **Skelly Hearing Officer:** In the case of proposed Major Discipline other than termination, the Skelly hearing officer shall be the appropriate Assistant General Manager. If the appropriate Assistant General Manager is the supervisor who originally issued the Notice of Intent to Discipline, then the General Manager shall appoint another disinterested Assistant General Manager to act as the Skelly hearing officer. In the case of proposed discipline that consists of termination, the Skelly hearing officer shall be the General Manager.
5. **Authority of the Skelly Hearing Officer:** Following the conduct of the Skelly hearing, or upon the failure of the employee to timely request a Skelly hearing, the Skelly hearing officer shall make the final decision regarding the appropriate discipline, if any, to be imposed upon the employee, subject only to the right to a post-disciplinary appeal, as provided in this policy. The Skelly hearing officer may elect to impose no discipline, to impose the recommended discipline, or to impose a discipline which is less severe than that proposed in the Notice of Intent to Discipline. A Skelly hearing officer may not impose discipline which is more severe than that proposed in the Notice of Intent to Discipline. For example:
  - A recommended suspension may not be increased in length, nor may the Skelly hearing officer impose a reduction in pay, a demotion, or a termination.
  - A recommended temporary reduction in pay may not be increased in length or made permanent, nor may the Skelly hearing officer impose either a demotion or a termination. The Skelly hearing officer may, however, modify the recommended discipline to either a shorter reduction in pay, a written reprimand, or an oral reprimand.
  - A recommended permanent reduction in pay may not be modified by the Skelly hearing officer to include either a demotion or a termination. The Skelly hearing officer may, however, modify the recommended discipline to a temporary reduction in pay, a written reprimand, or an oral reprimand.
  - A recommended demotion may not be modified by the Skelly hearing officer to a termination. The Skelly hearing officer may, however, modify the recommended discipline to a reduction in pay (either permanent or temporary), a written reprimand or an oral reprimand.
  - A recommended termination may be modified by the Skelly hearing officer to any other form of discipline.
6. **Notice of Discipline:** A written Notice of Discipline shall be issued by the Skelly hearing officer in the event of any Major Discipline. No Notice of Discipline shall be issued for Major Discipline without a prior Notice of Intent to Discipline, and the opportunity to attend a Skelly hearing.

The Notice of Discipline shall include the discipline imposed, the effective date of the discipline, the basis for the discipline (including citations to the sections of this policy that have been violated and the factual basis for the violation), a review of the Skelly hearing discussions and outcome (if such a hearing was conducted), and attach all documents on which the discipline is based. The Notice of Discipline shall advise the employee of their right to an appeal of such discipline imposed and the deadline for requesting such an appeal. The discipline shall become effective upon the date specified in the Notice of Discipline and may be effective immediately, regardless of whether or not the employee files an appeal from the Notice of Discipline.

#### **F. Appeal of Major Discipline:**

1. **Time to Appeal:** Employees covered by this policy have the right to appeal from any Major Discipline imposed in a Notice of Discipline no later than ten (10) business days from the date of the Notice of Discipline. In the event that no appeal is timely received, the right to appeal is waived.
2. **Neutral Hearing Officer:** The appeal shall be heard by a neutral hearing officer. In the event of a discipline other than termination, the hearing officer shall be an uninvolved Assistant General Manager designated by the General Manager, or in the sole discretion of the General Manager, may be a third person retained by the Agency. In the event of a discipline consisting of termination the hearing officer shall be a third person retained by the Agency. Any third person hearing officer retained by the Agency shall be experienced in the handling of the resolution of labor and employment disputes in public agencies and shall be chosen from a neutral panel in such a fashion as to eliminate any perception of bias on the part of the hearing officer. The Agency shall pay the fee, if any, of a third person hearing officer.
3. **Evidentiary Hearing:** The appeal shall be conducted as an evidentiary hearing to determine if there was good cause for the imposition of discipline and, if so, whether the level of discipline was appropriate. The Agency shall bear the burden of proof by a preponderance of the evidence at such hearing. The hearing shall be conducted without regard for the formal rules of evidence, and the hearing officer may rely upon such evidence as is commonly relied upon by reasonable persons in the conduct of their business.

The hearing, absent extenuating circumstances or an agreement of the parties, will take place within twenty (20) days of the employee's request to appeal the Notice of Discipline in accordance with this policy.

The hearing officer shall have the authority to convene the hearing, issue subpoenas to compel the attendance of witnesses or the production of evidence in appropriate

cases, receive evidence through testimony and documents and to make findings of fact and conclusions of law regarding the discipline. Both parties may be represented by counsel at the hearing.

The Agency shall make a record of the proceedings through the use of a court reporter or a tape recording at the Agency's cost. Provided, however, that if the Agency has determined to tape record the proceedings and the employee wishes to have a court reporter, the employee will be responsible for paying the reporter's fees. The cost of preparing a transcript of the proceedings to be used by the hearing officer shall be borne by the Agency.

4. **Major Discipline, Excluding Termination:** In the event of an appeal from Major Discipline other than termination, the hearing officer shall provide a written advisory opinion to the General Manager containing their findings of fact and conclusions of law and recommending that the discipline be upheld, modified, or reversed. The hearing officer shall transmit the recommendation along with a copy of the transcript of the proceedings, all papers filed by either party, and a copy of any exhibits to the General Manager.

The General Manager shall consider the advisory opinion and other materials and make the final decision regarding the discipline. The General Manager need not hear further from the parties unless they determine to hear further evidence or argument in their sole discretion. The General Manager may affirm the hearing officer's decision, reverse the hearing officer's decision, or modify it. The decision of the General Manager is final and is not subject to appeal. Such decisions are subject to review only through a writ of administrative mandate filed pursuant to California Code of Civil Procedure section 1094.5.

In the event that the General Manager proposed or imposed the discipline at issue, the recommendation shall be directed to the Executive Committee of the NCPA Commission who shall thereafter act upon the recommendation in the manner indicated above.

5. **Major Discipline, Termination:** In the event of an appeal from Major Discipline that results in the termination of the employee's employment with the Agency, the hearing officer shall provide a written advisory opinion to the Executive Committee of the NCPA Commission, containing their findings of fact and conclusions of law, recommending that the discipline either be upheld, modified, or reversed. The hearing officer shall transmit the recommendation along with a copy of the transcript of the proceedings, all papers filed by either party, and a copy of any exhibits to the Executive Committee of the NCPA Commission. The Executive Committee of the NCPA Commission shall consider the advisory opinion and other materials and make the final decision regarding the discipline, but need not hear

further from the parties unless it determines to hear further evidence or argument in its sole discretion. The Executive Committee of the NCPA Commission may affirm the hearing officer's decision, reverse the hearing officer's decision or modify it. The decision of the Executive Committee of the NCPA Commission is final and is subject to review only through a writ of administrative mandate filed pursuant to California Code of Civil Procedure section 1094.5.

6. **Time for Judicial Review:** The decision of the General Manager or the Executive Committee of the NCPA Commission, as the case may be, shall provide notice to the employee that the time for judicial review is governed by the provisions of California Code of Civil Procedure section 1094.6.

## P402.1 TEMPORARY/CASUAL STAFF HIRING PROCEDURE

The Agency shall comply with the following procedure when the need for temporary staff to fill vacancies or ensure completion of duties requires such staffing contingencies:

- First, the job duties/job description for the opening will be identified.
- Second, the Agency will verify that there is funding in the budget for the additional position.
- Third, the hiring manager will then work through Human Resources to fill the job.
- Fourth, the hiring manager is responsible for ensuring temporary or casual staff work less than 960 hours in a fiscal year. Any exception requires express written approval of the AGM, General Manager and Human Resources.

## P403.10 OVERTIME COMPENSATION (CTO) PROCEDURE

Public agency employees who are non-exempt under the FLSA are eligible to accrue compensatory time off (CTO) at a rate of not less than one and one-half hours for each hour of overtime work with the approval of their managers. There is no premium pay other than overtime at one and one-half time for all hours worked over forty in a workweek. In lieu of overtime pay, non-represented employees may accrue time off in accordance with this procedure. Represented employees should refer to their respective Memorandum of Understanding.

To accrue CTO there are several conditions that must be met to be in compliance with the wage regulations and they are outlined below.

- An agreement must be signed between the Manager and non-represented employee before the performance of the work to determine if it will be paid as overtime or accrued as CTO. A form for this purpose is on the next page. Please record all CTO earned and used on this form, and attach it to the employee's bi-weekly timesheet.
- Hourly, non-represented employees may be authorized to have a balance of up to forty (40) hours of CTO during the calendar year.
- Upon termination or at the end of each calendar year, an employee with unused, accrued CTO shall be paid for this time at the then current rate of pay.
- Employees who earn CTO and have requested to use CTO shall be permitted to use such time if the use does not disrupt operations within the Agency.

Employees who have questions about this procedure, should contact their Manager or Human Resources as appropriate.

**NCPA Request to Accrue/Take Compensatory Time Off Form**

**SECTION 1**

I, \_\_\_\_\_, request to accrue \_\_\_\_\_ hours as CTO.  
(Print Name) (Enter total\* hours – see below)

I worked approved overtime on the following date(s):  
(Enter dates overtime was worked)

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

\_\_\_\_\_ Reg. Hours @ 1.5x = \_\_\_\_\_ and/or \_\_\_\_\_ Hours @ 2x= \_\_\_\_\_

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

\_\_\_\_\_ Reg. Hours @ 1.5x \_\_\_\_\_ and/or \_\_\_\_\_ Hours @ 2x= \_\_\_\_\_

**Total Converted Hours @ 1.5 times = \_\_\_\_\_ @ 2 times = \_\_\_\_\_ = \_\_\_\_\_**

**Please record your hours on this sheet only, not on a time sheet.**

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**Request to Take Compensatory Time Off**

**SECTION 2**

I, \_\_\_\_\_, request to **take** \_\_\_\_\_ hours as CTO.  
(Print Name) (Enter # hours to be taken)

Shown on (date) \_\_\_\_\_ on the attached timesheet dated \_\_\_\_\_. I have entered these hours under code C (comp time taken) on this timesheet.

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**(PLEASE SIGN BELOW INDICATING APPROVAL FOR EITHER SECTION 1 OR 2)**

I understand that accrued time must be taken as compensatory time off by the end of the calendar year or any remaining hours will be paid to me on the last payroll period of the year.

I also understand that I must provide advance notice when requesting to take compensatory time off, and that time off will be granted if it does not unduly disrupt the operations of the Agency.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please attach this sheet to your timesheet for either Section 1 or 2 CTO authorizations.**

## **P403.11 CALL OUT PROCEDURE FOR EXEMPT STAFF**

Exempt staff who are on-call and who are frequently called out after hours throughout the year may be eligible for a year-end bonus. Those eligible for the bonus will be those regular full-time exempt employees who are called out in greater frequency than their additional paid leave provides for. In this situation the dates, and duration of the after - hours call outs to which a response was required should be brought to the manager's attention. The manager may provide this information to the Assistant General Manager to determine if a bonus is warranted. The Assistant General Manager will review the frequency of the call outs with the General Manager, and at their discretion the General Manager may award a discretionary bonus of \$1,000 to \$5,000.

At the employee's request, this bonus may be converted to additional paid leave of up to forty (40) hours in a calendar year, with any balance being paid as a bonus in the year the General Manager approves the request. If additional paid leave is granted, it must be used in the calendar year in which it is granted.

## **P403.12 REIMBURSEMENT FOR RELOCATION EXPENSES**

### **Guidelines**

As outlined in Policy 403.12, the Agency will reimburse employees for travel and relocation expenses as detailed in this procedure. Advance authorization from the General Manager is required to approve reimbursement for travel and relocation expenses. The Agency pays contracted moving expenses directly to vendors. The Agency reimburses employees for other authorized travel and living expenses upon completion of move. The Agency does not advance payment for relocation. The General Manager may approve partial reimbursement prior to completion of move in a case of undue hardship.

### **Procedure**

1. Prior to scheduling their move, an employee must submit a minimum of two estimates from moving companies. It is strongly recommended that the employee contact moving companies that have offices both in their city and the new location (Roseville area, Murphys area, Lodi area or Middletown area). This will simplify resolving any problems that may occur.
2. The employee will then be given written authorization to proceed with the move. The employee will not contract with the mover until they receive written authorization. The employee will notify the mover to bill the Agency directly for the authorized moving expenses. All claims against the mover for lost or damaged goods should be negotiated directly between the mover or insurer and themselves.
3. Upon their arrival at the new location, the employee will contact the Human Resources office for assistance in preparing the travel and living expense reimbursement form and return the form to Human Resources.

### **Reimbursable Expense Rates**

#### **A. House-Hunting Trip**

Subject to the General Manager's approval, an employee and spouse will be reimbursed for one house-hunting trip if relocation is more than 350 miles for a period no greater than three days. Covered expenses include transportation to and from the new location, car rental, lodging and meals. The per diem rate for lodging and meals will be the same as for living expenses while moving.

#### **B. Transportation Expenses**

Actual transportation expenses will be paid for the employee and their immediate family from current residence to the job location. This will be done by the most direct route using the employee's choice of:

1. Y Class (Jet Coach) transportation
2. First class rail fare and roomette during overnight travel
3. Automobile

If the employee chooses to drive to the new location, they will be reimbursed for mileage via the most direct route at the current Agency business mileage reimbursement rate.

### **C. Moving Expenses**

The Agency will pay:

1. The cost for packing, moving and, if desired, unpacking household and personal effects up to a maximum of 15,000 pounds, and including up to 30 days' storage en route.
2. Transit protection insurance for the actual value up to a maximum premium of \$500. (Additional coverage, if desired, will be billed to the employee and will not be reimbursed by the Agency.)
3. Normal servicing of household appliances, such as preparation for shipment of stereos, refrigerator units, or other appliances.
4. Under special circumstances, with advance written approval from the General Manager, the Agency may pay the cost of shipping and insuring one passenger vehicle.

All claims against the mover for lost or damaged goods should be negotiated directly between the employee and the insurer.

### **D. Living Expenses While Moving**

While en route to the new location, an employee will receive \$45 per day, their spouse \$40 per day, and each child \$15 per day. No en route per diem is allowed for moves under 150 miles. If the move is between 150 and 350 miles, one day of travel is allowed. For travel beyond 350 miles, the number of days allowed shall be at the rate of one day per 350 miles. An additional day will be allowed if the total mileage is 150 miles or more in excess of a multiple of 350 miles. Employees and their families traveling by air fare are limited to one day's en route living expenses.

### **E. Temporary Living Expenses**

Employees are expected to obtain housing as soon as possible after relocating to the new location. The Agency will reimburse the employee for meals and reasonable motel/hotel lodging expenses while waiting to move to a more permanent residence. The per diem rate is \$45 per day for the employee only. There is no per diem for the family during this period. The per diem terminates when the employee moves into an apartment, house, or at the end of 30 consecutive days, whichever comes first.

### **F. Non-reimbursable Expenses**

The Agency will not pay or reimburse employees for expenses over the limits indicated or for coverage not described. Specifically, no reimbursement will be made for the expenses noted below:

1. Moving boats, trailers, playhouses, spas, motorcycles, livestock, tractors or farm implements other than those used for normal yard and garden work.
2. House, rug or drapery cleaning, or other extraordinary services.
3. Extra handling costs on unusually heavy or bulky items such as pool tables, plants, lumber, brick and other articles not ordinarily considered household goods or personal property.
4. Moving more than one automobile.
5. Disassembling children's playhouses, swing sets, or storage buildings.
6. Draining and refilling water beds and fish tanks.
7. Removing and installing radio or television antennas.
8. Extra costs of Saturday, Sunday or holiday service by the mover.
9. Venting clothes dryers or hooking up ice makers.
10. Payments to friends who have assisted the employee in moving.
11. Automobile repairs.
12. Costs incurred during the relocation, not directly related to personal transportation or forwarding of household belongings, i.e. uninsured losses during transit and entertainment expenses.
13. Costs associated with utility deposits, inspections and/or connections.
14. Disassembling and reassembling home entertainment or computer equipment.

*Note:* Movement of some non-reimbursable items shown above will be allowed if the article can be moved in the van and the maximum weight allowance of 15,000 pounds is not exceeded, providing such is approved by the General Manager.

#### **G. Personal Arrangements**

The employee should personally arrange for the transportation of pets and articles of high intrinsic or sentimental value including jewelry, negotiables, collector items, etc. This will include arrangements for proper packing and declaration of the actual value of items shipped to insure adequate protection. Special or extra moving costs for such items will be borne by the employee.

## **P404.2 ALTERNATIVE WORKWEEK PROCEDURE**

### **Eligibility**

Employees will submit the NCPA Work Schedule/Workweek Notification form to their immediate supervisor and Assistant General Manager (AGM) for review and recommendation. All Alternative Work Schedule (AWS) requests are subject to final approval of the General Manager.

### **Scheduled Work Hours**

No AWS may be established in which overtime is incurred as a part of the established work schedule either under this policy or under federal or state law. Employees on an AWS may be scheduled to work more than forty (40) hours in one calendar week of a pay period, and less than forty (40) hours in the other calendar week of the pay period. This necessitates re-designating the employee's workweek for overtime purposes from the standard 12:00 a.m. Sunday morning to 11:59 p.m. Saturday night workweek that is generally used by the Agency. Employees working a 9/80 alternative work schedule shall have an FLSA workweek in accordance with 29 C.F.R. Section 778.105. An employee's 9/80 workweek, for FLSA purposes, will begin four hours after the start time of the day of the week which constitutes the employee's regular day off (the "eight-hour flex day off"). The workweek shall end exactly 168 consecutive hours later, four hours into the scheduled eight-hour workday. After a schedule has been established, neither the eight-hour day nor the flex day off shall be changed. The employee's permanent schedule shall be documented and kept on file with Human Resources.

The AWS is designed to accommodate the needs of the employee and the Agency. However, should the needs of the employee or the Agency dictate, the AWS may be terminated with reasonable notice. It is further understood that any AWS agreement shall terminate immediately upon the date of the transfer, promotion, or demotion of the employee unless otherwise approved by the AGM and General Manager. Employees receiving a less than satisfactory review may have the AWS revoked.

### **AWS Leave Time**

Employees taking paid leave (e.g., holiday (including floating), sick leave, medical leave, vacation, compensatory time off, jury duty, bereavement leave, military leave, administrative leave, etc.) for a partial or full work day will be considered on such leave for the number of hours scheduled to work that day. For example, if an employee is scheduled to work nine (9) hours on a given day and calls in sick, the employee would code nine (9) hours of sick leave for that day. If an employee is normally scheduled to work nine (9) hours on a given day but only works four (4) hours, the employee would code four (4) hours worked and five (5) hours with an appropriate leave time. For non-represented, exempt employees, time off shall be recorded in a minimum of two (2) hour blocks. For non-exempt, hourly employees, time off shall be recorded in a minimum of one (1) hour blocks.

**AWS Holidays**

Non-represented employees will be allotted the same number of holiday hours based on the number of hours the employee was scheduled to work. If a holiday is observed on an employee's scheduled day off, the employee can take the holiday on a different day, but the holiday must be taken during the same pay period subject to manager approval. If the scheduled holiday is an eight (8) hour day, and the employee observes it on a nine (9) hour day, the employee will code eight (8) hours to holiday and one (1) hour to another leave type such as float or vacation. If a non-exempt employee works on a holiday, the employee shall receive full day holiday pay at the straight time (1.0) rate and shall receive pay or compensatory time off for the number of hours worked at the time and one-half (1.5) rate. Hours worked on a holiday will be included in the count of total hours worked in the pay period.

## **NCPA – WORK SCHEDULE/WORKWEEK NOTIFICATION**

DATE: \_\_\_\_\_ DEPT: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

I have been assigned a: \_\_\_\_\_ 5/8 Workweek (5 days at 8 hours per day)

(check one) \_\_\_\_\_ 4/10 Workweek (four 10-hour days)

\_\_\_\_\_ 9/80 Workweek (eight 9-hour days & one 8-hour day)

I agree to abide by all the conditions noted in the policy(s) regarding my schedule, including that this arrangement may be cancelled or suspended if the Manager believes it is in the best interest of the Agency to do so. The schedule can only begin during the start of a pay period.

Below is my work schedule:

<b>Week One:</b>					<b>Week Two:</b>				
Sunday	___	AM	–	PM	___	AM	–	PM	
Monday (9 hrs)	___	AM	–	PM	___	AM	–	PM	
Tuesday (9hrs)	___	AM	–	PM	___	AM	–	PM	
Wednesday (9hrs)	___	AM	–	PM	___	AM	–	PM	
Thursday (9hrs)	___	AM	–	PM	___	AM	–	PM	
Friday (8hrs)	___	AM	–	PM	___	AM	–	PM	
				___OFF				___OFF	
Saturday	___	AM	–	PM	___	AM	–	PM	

My workweek on these dates/times will start on the following date: \_\_\_\_\_

Employee Acknowledgement: \_\_\_\_\_  
(please sign)

MGR. Name: \_\_\_\_\_  
(print)

MGR. Signature: \_\_\_\_\_  
(sign)

AGM. Name: \_\_\_\_\_  
(print)

AGM. Signature: \_\_\_\_\_  
(sign)

(Return form to Human Resources)

## P404.4 TELECOMMUTE PROGRAM PROCEDURE

The Telecommute Program is a voluntary workplace option that allows eligible Headquarter employees meeting Agency performance expectations (including probationary employees) to work remotely for some or all of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such cases, Management may allow part or all of the duties of the position to be performed remotely on a temporary or ongoing basis. Telecommuting is not promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is approved for a position, it will last as long as it is appropriate for both the employee and the Agency, focusing first on the business needs of the Agency.

For specific Agency needs the General Manager may allow eligible Headquarter employees meeting Agency performance expectations (including probationary employees) to work remotely for all of their regularly scheduled shift(s) on a temporary or ongoing basis.

Before entering into any telecommuting agreement, the employee and their supervisor shall evaluate the suitability of such an arrangement paying particular attention to the following areas:

- Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuting.
- Job Responsibilities - the employee and supervisor, will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. (This evaluation will include ensuring the telecommuting employee can perform all job responsibilities without "leaning" on employees working in the office or in the field.)
- Equipment needs, workspace design considerations, and scheduling issues.
- No modifications or exceptions to an employee's telecommuting schedule will be permitted.
- There is no change to existing compensation or benefits due to remote working. Any tax implications due to remote work are the remote worker's responsibility.
- If the Agency incurs unexpected or additional expenses associated with telecommuting, the telecommute program may be revoked for individual employees or the Agency as a whole.

Employees will submit telecommute requests by submitting a Telecommute Application Form to their immediate supervisor and Assistant General Manager (AGM) for review and approval. The approved Telecommute Application Form will then be forwarded to Human Resources for storage in the employee's personnel file.

## **Eligibility**

Telecommuting may not be feasible within some departments or for certain positions within a department. Employees interested in telecommuting should discuss the matter with their supervisor and Assistant General Manager and complete a Telecommute Application Form.

Telecommuting requests will be evaluated on a case-by-case basis. The following conditions must be met prior to the approval of a telecommute agreement:

- Employees must be able to carry out the same duties, assignments, and other work obligations at their remote location as they do when at their regular work location, including but not limited to performing all of their job duties, assignments, and other work obligations without “leaning” on employees at their regular work location or elsewhere.
- Employees must be responsive to calls, texts, and emails during regular work hours.
- Unless otherwise specified in writing, a telecommuting employee’s hours and days of work shall remain identical to those that would apply in the workplace.
- The arrangement must be practical and beneficial to the Agency.
- Employees must be meeting performance standards and in good standing with the Agency.
- Employees must keep supervisors informed about any declines in productivity resulting from the telecommuting arrangement.
- Employees must have the appropriate equipment, furnishings, and office supplies at their remote location.
- Employees must have a space that allows them to access Agency systems with an acceptable internet connection, including security and speed, subject to confirmation by the Agency at its discretion.
- Employees must be able to attend in-person scheduled meetings and participate in other required activities at their regular work location as needed, and such employees shall bear all costs of travel to the Agency’s office for business purposes as such remains the designated work location.
- Employees must arrange for dependent care during their work hours. Employees must notify their supervisor as soon as possible if they are unable to work on any day or are unable to begin work at the scheduled starting time due to illness or other reasons.
- Employee’s regular remote work location must be within the state of California, unless waived by the General Manager. Any remote work to be performed for the Agency while physically located outside of California must be approved in advance by the employee’s supervisor and the Assistant General Manager in writing.

## **Equipment/Furnishings/Office Supplies**

On a case-by-case basis, the Agency will determine the appropriate equipment needs, including hardware, software, security, phone and data lines, and other office equipment, for each telecommuting arrangement. Human Resources and Information Services will serve as resources in this matter. Equipment supplied by the Agency will be maintained by the

department. Equipment provided by the department is to be used for business purposes only. With respect to any electronic device (i.e., computer, iPad, tablet, smartphone, or similar device) provided by the Agency for telecommuting purposes, employees acknowledge that such equipment is owned by the Agency, and employees have no right of privacy to any information stored or contained on the device. Employees must provide to the Agency any passwords used for such devices. The Agency reserves the right to randomly view or access any information stored on any such device. Employees shall not allow Agency-provided computers and other electronic media to be used by family members, friends, or other non-Agency personnel. The employee must sign an inventory of all Agency property received and agree to take appropriate action to protect the items from damage or theft. Employees must report instances of loss, damage, or unauthorized access to their supervisor at the earliest reasonable opportunity. Employees may be required to bring Agency-owned equipment to the Agency's office for normal maintenance and repairs. Upon termination of employment, all Agency property must be returned to the Agency unless other arrangements have been made.

The employee must have an appropriate work environment at their remote location. If an employee chooses to participate in the telecommute program, the employee must establish an appropriate work environment within their remote location for work purposes. While working remotely, an employee's environment should allow for focus and concentration. The Agency will not be responsible for costs associated with the setup of the employee's remote location, such as remodeling, furniture or lighting, nor for repairs or modifications to the space. Employees are responsible for equipping and maintaining their remote location so that they can accomplish their work in an efficient and expeditious manner. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Agency accepts no responsibility for damage or repairs to employee-owned equipment. Unless approved in writing in advance by the General Manager, all telecommute hours must be worked within the state of California.

Employees agree to maintain a safe and secure work environment, including one that is ergonomically appropriate. For example, employees shall maintain a safe work environment free of clutter, exposed wiring, slippery surfaces, etc. At a minimum, employees should have a flat, sturdy surface from which to work, accompanied by an appropriate chair, both of which allow for ergonomically correct positioning of the body. Employees agree to allow the Agency to assess safety and security at the designated telecommuting worksite, upon reasonable notice (at least 24 hours), to inspect for possible work hazards and suggest modifications. Repeat inspections may occur on an as-needed basis. Because employees performing telecommuting work are normally covered under the Agency's workers' compensation insurance, any injuries, no matter how minor, that are experienced while an employee is telecommuting must be reported immediately, pursuant to the policies set forth in this Personnel Policies and Procedures Manual. In the case of severe injury or when immediate notification is impossible, employees or their designee shall give such notification as soon as practical. The Agency, or its designated agent, shall have the right to inspect the

remote workspace immediately upon learning of an accident or injury.

The Agency reserves the right to make determinations as to appropriate equipment, which is subject to change at any time.

Employees shall promptly notify their supervisor when unable to perform work from the telecommuting worksite due to failure of hardware, software, communications connectivity, or any other disruptive cause. Employees may be assigned other work and/or be required to work at the Agency's office in such circumstances.

### **Other Requirements/Restrictions**

The Agency has the right to offer, cancel, or suspend employee telecommuting privileges at any time, for any reason or for no reason, and with or without notice, for any individual employee or for all employees at the Agency's election. Every effort will be made to provide 30 days' notice of such a change. There may be instances, however, where no notice is possible.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Agency. Hours worked in excess of those specified per day and per workweek, in accordance with state and federal requirements, will require the advance approval of the supervisor. Failure to comply with this requirement may result in the immediate cessation of the telecommuting agreement and/or disciplinary action, up to and including termination. In addition, any alternative work schedule must be approved in advance.

Telecommuting employees must adhere to all Agency policies. It is the responsibility of the employee to take all precautions necessary to secure proprietary information and to prevent unauthorized access to such information. The employee is required to observe all office security practices when working outside the Agency's office to ensure the integrity and confidentiality of proprietary information. All software used for teleworking must be virus inspected, and each PC must have virus protection software installed. Restricted access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the supervisor.

Employees agree to indemnify and hold the Agency harmless for injury to others at the designated telecommuting worksite. It is an employee's sole responsibility to notify their insurance carrier that the employee is utilizing a home office and to obtain adequate insurance.

Employees shall not use their personal vehicle for Agency business unless explicitly authorized in writing by their supervisor. Commuting between an employee's designated work location at the Agency's office, if applicable, and any telecommuting worksite shall not be considered compensable travel time, nor will mileage be reimbursed. The Agency is not liable for injuries sustained by employees while commuting to or from the regular work

location.

Employees understand that they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations. The Agency will not assume any responsibility for, pay or indemnify employees for any tax liabilities or other liabilities associated with this telecommuting arrangement. Any breach of this Policy or the associated agreement by the employee may result in termination of the arrangement and agreement and/or disciplinary action, up to and including termination of employment.

## NCPA TELECOMMUTE APPLICATION AND AGREEMENT FORM



### INSTRUCTIONS:

Employees must complete an application form, review the employee acknowledgments and sign the form to request to work remotely. This form, along with the completed Telecommute Safety Checklist and Self-Certification (included in this PDF) must be signed by the employee, supervisor and AGM and returned to Human Resources. Please send any questions to Human Resources at [humanresources@ncpa.com](mailto:humanresources@ncpa.com)

#### I. EMPLOYEE INFORMATION

Name: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

#### II. REMOTE WORK INFORMATION

This agreement is for a part-time remote work arrangement. I plan to re-evaluate this agreement with my supervisor as needed.

Part-Time remote work schedule days\*:

Week 1 \_\_\_\_\_

Week 2 \_\_\_\_\_

\*see supervisor for eligible telework days per week.

Work hours: \_\_\_\_\_ am - \_\_\_\_\_ pm

Designated work location (address): \_\_\_\_\_

#### Remote Work Equipment (Agency - Owned)

Required Equipment:

☐ Computer/Laptop

☐ Printer

☐ Fax

☐ Mobile Phone

☐ Other: \_\_\_\_\_

Required supplies:

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

Required software/systems:

☐ Agency Network (VPN access)

☐ Other: \_\_\_\_\_

## NCPA TELECOMMUTE APPLICATION AND AGREEMENT FORM



### REMOTE WORK PLAN:

Work you will perform while working remotely:


Method of communication while working remotely:

Phone - phone number: \_\_\_\_\_

Email - email address: \_\_\_\_\_

Text - phone number: \_\_\_\_\_

Other: \_\_\_\_\_

I plan to check my email at least \_\_\_\_\_ times per day.

I plan to check my voicemail on my work phone at least \_\_\_\_\_ times per day.

I plan to check in with my supervisor at least \_\_\_\_\_ times per day by \_\_\_\_\_.

### III. EMPLOYEE ACKNOWLEDGEMENTS

I have read and will follow:

- The Telecommute Program Procedure (P404.4)
- The Telecommute Safety Checklist

I understand and agree that I am responsible for maintaining the safety and security of Agency equipment, supplies, and information while working remotely and will not use Agency property without supervisor notification. I understand and agree that remote work is not a substitute for dependent care. I acknowledge that my designated workspace complies with all health and safety requirements. I agree to accurately record and submit the hours I work while working remotely. I understand and agree that I must come into the office on a regularly scheduled remote work day when my department requires me to do so. I understand and agree that my department is not required to provide me with any equipment or supplies I may need while working remotely, and that I will not remove any Agency property. I have discussed this application and agreement with my supervisor. I agree to comply with all terms and conditions in the remote work application and agreement.

I understand the Agency has the right to offer, cancel, or suspend employee telecommuting privileges at any time, for any reason or for no reason, and with or without notice, for any individual employee or for all employees at the Agency's election. Every effort will be made to provide 30 days notice of such a change. There may be instances, however, where no notice is possible.

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date: \_\_\_\_\_

AGM Signature \_\_\_\_\_ Date: \_\_\_\_\_

## NCPA TELECOMMUTE SAFETY CHECKLIST AND SELF-CERTIFICATION



Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Remote Workplace Address: \_\_\_\_\_

As an NCPA employee, I ensure my remote workplace meets the following requirements (check each box):

### Electrical Equipment

- ☐ Any lamps, fans, heaters and other electrical equipment or appliances are adequately maintained and warnings are followed.
- ☐ Extension cords are in good condition without any splices, deterioration, taping or other damage.

### Work Environment and Practices

- ☐ Height of chair and desk, along with spacing of computer, keyboard, and other tools are positioned correctly in accordance with ergonomic practices provided by the Agency. *See attached picture*
- ☐ Adequate lighting and computer is free of glare.
- ☐ Site is arranged to minimize excessive twisting, bending, reaching, and pulling.
- ☐ Floors and walking surfaces are kept uncluttered and free of slip and fall hazards.
- ☐ Proper bending techniques are used when picking up heavy items.
- ☐ Ladders/step stools are used when reaching for or storing items up high.
- ☐ Carbon monoxide, smoke detectors and an ABC fire extinguisher is available and in working condition.
- ☐ Emergency Preparedness/first aid supplies are available. There is an evacuation plan, including access to more than one way out of the work area (e.g., doors/windows).

### Safety Self-Certification and Agreement

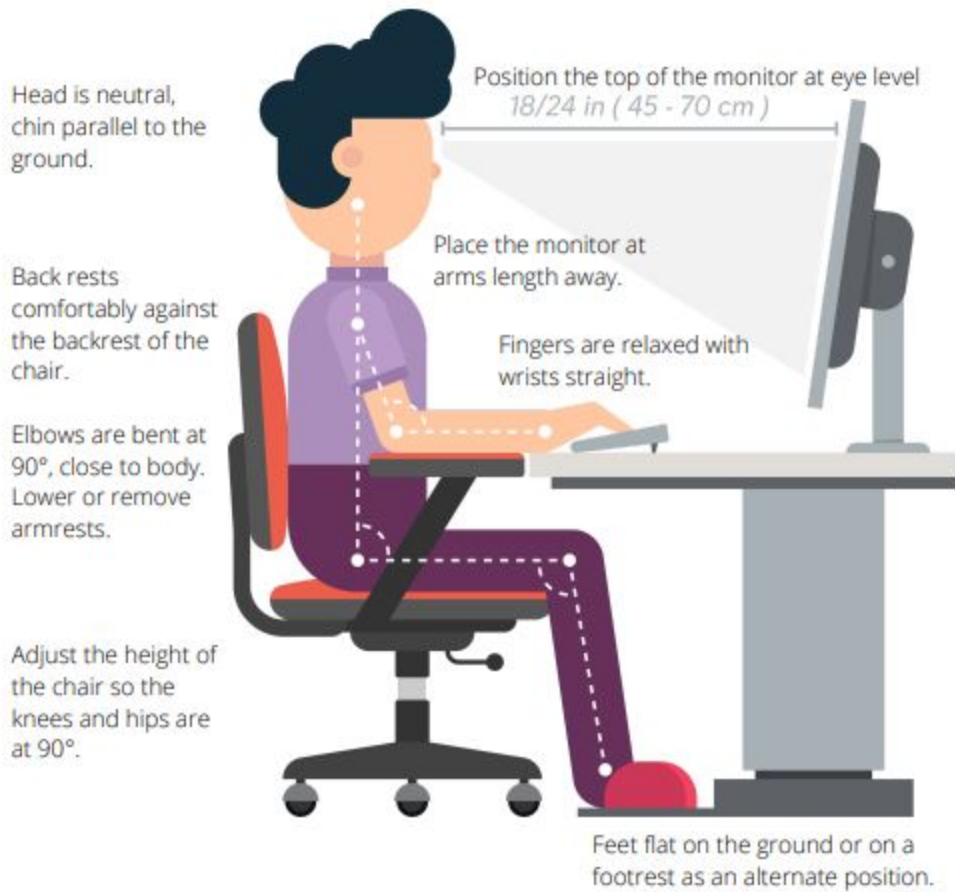
I acknowledge and fully agree to adhere to safe work practices when working remotely. I certify that my workstation meets the requirements listed above. I will notify my supervisor should there be a change in my contact information, the location of my remote workplace, or its adherence to the requirements in this checklist. I will immediately report any on-the-job injuries to my supervisor. I understand that my remote work location is subject to review and inspection by Agency staff with reasonable notice.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CORRECT ERGONOMIC WORKSTATION



### ERGONOMIC ASSESSMENT:



## **P404.6 RESIGNATION-RETIREMENT PROCEDURE**

### **Notification**

Once an employee has selected a planned date of retirement, they must notify Human Resources as soon as possible. Human Resources staff is available to aid with any questions regarding the retirement process. Please note that if retiring from the Agency under CalPERS, ninety (90) days' written notice to your manager is requested to process the paperwork and transition in a timely manner.

### **Medical Insurance Coverage**

The Agency will continue to provide medical insurance coverage for employees and their eligible dependents who qualify for and retire from the Agency within one hundred and twenty (120) days of the date of separation. Once an employee retires, CalPERS becomes their health benefits officer. Unless otherwise specified, the retiree and spouse will be covered by the same plan that they are covered by prior to retirement. If the retiree plans to move out of the area after retirement, they need to check their current medical plan to make sure that the plan provides coverage in the new area of residence. If not, the employee may need to change the employee's applicable plan.

When the retired employee or their eligible dependent(s) reach the age of sixty-five (65), they become eligible for Medicare and should enroll in parts A and B. At the time the employee becomes eligible for Medicare, the CalPERS Health Program will provide a medical insurance plan which supplements the coverage provided by Medicare. The retired employee is responsible for paying the cost of Medicare, Part B and D.

### **Sick Leave**

An employee's accrued sick leave may be converted to service credit under the CalPERS retirement plan if the employee retires from the Agency within one hundred twenty (120) days of the date of separation.

### **Final Payroll Check**

The retiree will receive their final payroll check on the last day the employee reports to work, and that day is considered the last day worked for CalPERS purposes. The final payroll check will include hours worked, payment for any vacation balance, and management leave or floating holidays taken during the pay period. Employees, who may wish to take vacation prior to their last day of work, must provide notice as outlined in the Vacation Leave Policy and receive approval from their manager.

### **Vacation Sell Back**

As an option accrued and unused vacation hours may also be sold back into an employee's 457 deferred compensation account. The amount allowed will vary by current year contributions governed by the plan.

**Dental and Vision Insurance**

The Agency does not continue to provide dental and vision insurance coverage upon retirement. The retiree has the option to continue dental and vision coverage under COBRA, for up to eighteen months following the date of retirement. The retiree is responsible for paying the cost of the premiums for dental and/or vision coverage at the rate charged to the Agency + 2%. Additional information will be provided regarding continuation of dental and/or vision coverage after receiving notice of retirement.

**Deferred Compensation**

Upon separation of service from the Agency, an employee can access information regarding their options related to deferred compensation by visiting [www.missionsq.org](http://www.missionsq.org). The employee has 60 days following their retirement date to make a decision regarding deferred compensation.

**CalPERS**

CalPERS offers two-hour retirement workshops and full-day financial planning seminars to help employees plan for a better retirement. Contact the nearest CalPERS Regional Office or go to the CalPERS website for details.

An employee must complete an Application for Retirement under CalPERS. This form is available from the CalPERS website. To ensure timely processing of retirement and medical benefits, the application should be submitted to CalPERS up to 90 days before the intended retirement date. An employee's retirement date can be no earlier than the first of the month in which the application is received at CalPERS.

**Long-Term Care/Optional Benefits**

If an employee is enrolled in the CalPERS Long-Term Care Program and has premiums deducted from paychecks, the employee must call the Customer Service Office at (800) 982-1775 to find out what steps need to be taken to continue the premium payments after retirement. Other optional benefits that an employee has signed up for that include payroll deductions should be changed through the Human Resources Department or Payroll Office.

**Questions**

Questions regarding benefit plans or any general questions should be directed to the Human Resources department.

Questions regarding the final payroll check or deferred compensation should be directed to the Payroll office.

## **P405.10 TUITION REIMBURSEMENT PROCEDURE**

An employee may request a reimbursement of funds for education or training purposes subject to the approval of Human Resources. Reimbursement may be granted for IRS qualified educational expenses. To receive reimbursement, the employee must present evidence that each course is satisfactorily completed with a grade of “C” or better within three weeks of completion of the course(s).

An employee who receives tuition reimbursement funds must complete one year of service from the date of reimbursement. If an employee voluntarily resigns and fails to meet this requirement, they must repay the Agency all funds dispersed during this period.

# Application For Tuition Aid Reimbursement

To Be Completed By Employee Prior To Enrollment

## PERSONAL INFORMATION

DATE   /   /

Full Name:

Job Title:  Department :

The General Manager or their designee is delegated the final authority for all personnel decisions except where the Commission has expressly retained such authority to itself.

## DEGREE INFORMATION

Coursework: ☐ Online ☐ On Campus

Name of Institution:

Address of Institution:

Type of Degree: ☐ Associate's ☐ Bachelor's ☐ Master's

Estimated Start Date:   /   /   Estimated End Date:   /   /

Please state your career goal:

Please attach degree outline from college program

Estimate the annual reimbursement you are seeking: \$  for  units/year.

## APPROVAL

Fill out Section A Completely

Have your Supervisor and AGM sign the form and forward to Human Resources

Attach documentation for tuition, fees, and other related expenses

Submit completed form prior to enrollment

The above information is true and accurate to the best of my knowledge. I agree to all conditions of NCPA Tuition Reimbursement Program including direct repayment of all monies advanced by the Agency or I authorize paycheck deduction(s) if the course(s) is not completed satisfactorily in accordance with the Agency's procedures.

\_\_\_\_\_  
Supervisor/Manager's Recommendation

DATE   /   /

\_\_\_\_\_  
AGM Recommendation

DATE   /   /

\_\_\_\_\_  
Human Resources Manager Approval

DATE   /   /

## Section A

## To Be Completed By Employee Prior To Enrollment

## PERSONAL INFORMATION

DATE   /   /  Full Name: Job Title: Department: Supervisor: Phone #: 

## ENROLLMENT INFORMATION

Course Number	Course Title	# Credit/Hours	Tuition Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## REQUEST FOR REIMBURSEMENT

Requests for reimbursement must be reviewed by an employee's supervisor, AGM, and approved by the Human Resources Manager before attendance in a class or program begins. Requests for reimbursement must be accompanied by receipts for actual expenses and will be paid only up to per-approved limits. An employee who receives tuition reimbursement funds must complete one year of service from the date of reimbursement. If an employee voluntarily resigns and fails to meet this requirement they must repay the Agency all funds dispersed during this period.

I understand that I must complete this form and return it to Human Resources for approval BEFORE beginning the classes. If the course is approved, I must submit my final grades (C or better) and proof of tuition, books and fees to Human Resources within three weeks after completing the course. I hereby request NCPA to approve the course(s) listed above and reimburse me for the costs specified above upon completion. I certify that the information in this request is complete, true, and correct. I acknowledge that my attendance at the course(s) is entirely voluntary and not required.

I have read and understand this form, and agree to its terms and conditions.

\_\_\_\_\_  
Employee SignatureDATE   /   /  As the employee's supervisor, I recommend: ☐ Approval ☐ Denial of Request\_\_\_\_\_  
Supervisor SignatureDATE   /   /  \_\_\_\_\_  
Assistant General Manager SignatureDATE   /   /  Human Resources ☐ Approves request for a total of up to \$  ☐ Denies request\_\_\_\_\_  
Human Resources Manager SignatureDATE   /   /

## P406.3 REQUEST FOR PAYMENT OF ACCRUED VACATION

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

To: \_\_\_\_\_  
(Supervisor/Manager)

From: \_\_\_\_\_  
Employee (print name)

**Subject:** Request for Payment of Accrued Vacation

In accordance with Agency policy, I request that hours of previously accrued vacation be paid to me.

I understand that not more than 120 hours of unused, accrued vacation can be paid once in a calendar year as a lump sum. I also understand that to be eligible for the vacation accrual sell back I must:

- Have a minimum accrued vacation balance of 80 hours remaining after the sell back.
- Have taken at least 40 hours of vacation, CTO or additional paid leave (policy 403.11) in the last twelve months.

I understand the aforementioned accrued vacation sell back will occur as soon as practical, but not later than the next following payroll. (check one)

\_\_\_\_\_ Combined with my regular payroll check.

\*On a second payroll check at Flat Tax (currently 25% FIT and 6.6% SIT).

\_\_\_\_\_ Roll on a pre-tax basis into my ICMA Deferred Compensation account.

\*WARNING - Under withholding of income tax may result in penalties and interest.  
Consult with your tax preparer before making your election above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

Cc: Payroll (Original), Human Resources

## P406.21 WORK INCURRED INJURY/ILLNESS MEDICAL APPOINTMENT PROCEDURE

### Purpose

Agency management makes it a priority to provide a safe work environment. Despite everyone's efforts to maintain a safe workplace, an employee can be injured or become ill as a result of their job. In addition to the Illness and Injury Prevention Plan, this procedure provides guidance for the reporting and initial treatment of a work incurred injury or illness which may occur as a result of a:

- **Vehicle Accident**  
An event involving motor vehicles that results in harm to those involved.
- **Minor Accident**  
An accident that results in an injury for which no medical care beyond first aid is required.
- **Lost-Time Accident/Illness**  
Any work-related injury/illness that results in a loss of at least one (1) fully scheduled workday.

### Accident Notification Process

Accidents and illnesses on the job require immediate notification to the employee's supervisor or a designated management person. Accidents resulting in more than \$3,000 in damage or personal injury require a post-accident drug/alcohol screening. Please see the Drug and Alcohol-Free Workplace Procedure for more details on this screening.

The accident/illness must be reported as soon as possible to Human Resources by the supervisor/manager so that a Worker's Compensation claim can be initiated and filed.

### Employee Visits to Physicians

A Doctor Referral Form [https://www.dir.ca.gov/dwc/DWCPropRegs/IMR/IMR\\_FormRFAClean.pdf](https://www.dir.ca.gov/dwc/DWCPropRegs/IMR/IMR_FormRFAClean.pdf) should be completed if an employee is referred to an approved physician or medical facility for initial treatment of a work-incurred injury or illness. The supervisor or manager shall accompany an employee to the medical facility and be available to discuss restrictions or light duty work with the physician. Even if the need for medical treatment occurs after hours or outside the employee's shift, the employee needs to immediately notify the employee's supervisor or manager so that they can meet the employee at the medical treatment center to provide assistance or relay information as needed. The supervisor is not to be present when the medical examination or treatment is taking place. The supervisor is present to explain the employee's job description and answer any questions about work restrictions or accommodations that can be made for light duty work.

The first visit to a physician or hospital following an occupational injury or illness that occurs during the employee's regular work shift shall be compensated by the Agency at straight time pay. This paid time off for medical treatment shall not count as hours worked toward the calculation of overtime for hourly employees. A Worker's Compensation appointment must be noted on the employee's timesheet and reflect the number of regular hours to be paid for the time spent in the first appointment.

If the first Worker's Compensation medical appointment occurs outside of, or continues outside the employee's work schedule or occurs on a day off, wages are not provided by the Agency. Future visits to a physician or for follow-up medical treatment that occur during an employee's work shift may be compensated based on the employee's election to use accrued sick leave or other accrued paid time off until such time as the claim is paid by the Worker's Compensation Insurance provider. Future medical appointments should be scheduled so that they occur with the least disruption to the work schedule. These appointments should also be noted on the employee's timesheets for Worker's Compensation claim tracking/reporting.

Any questions about this procedure should be directed to the Human Resources staff.

## P407.7 DRUG AND ALCOHOL-FREE WORKPLACE PROCEDURE

The Federal Drug-Free Work Place Act of 1988 requires employees to be notified that the manufacture, distribution, dispensation, possession or use of a controlled substance on Agency property or time is prohibited. Any violation of this policy will result in disciplinary action, up to and including termination. Agency employees engaged in Agency work funded by a federal grant must report to their Manager any conviction of any federal or state criminal drug statute for a violation occurring in the Agency work place or on Agency time no later than five (5) calendar days after such conviction. The Manager shall report the conviction to the Human Resources Manager. If any employee engaged in work funded by a federal grant is so convicted, the Agency is required by federal law to report the conviction to the granting Agency. Please see the related Procedure on Drug and Alcohol Abuse.

The Agency has a vital interest in maintaining a safe, healthy, and efficient working environment. It is the Agency's intent to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise the Agency's interests, and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in service. Furthermore, the use, sale, purchase, transfer, or possession of an illegal drug or alcohol in the workplace also poses unacceptable risks for safe, healthy, and efficient operations.

To further The Agency's interest in complying with federal and state regulations or laws, and to further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Agency has established this policy concerning the use of alcohol and drugs.

As a condition of employment with the Agency, all employees are required to abide by this policy.

### Definitions

The following definitions apply to the terms used throughout this Drug and Alcohol Abuse Policy.

**Abuse of Any Legal Drug** means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

**Alcohol** means any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.

**Contraband** means any article, the possession of which on Agency premises or while on Agency business, causes an employee to be in violation of an Agency work rule or law. Contraband includes, but is not limited to, illegal drugs, alcoholic beverages, and drug paraphernalia. It also includes firearms, explosives, and lethal weapons.

**Drug testing** means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting a drug or alcohol.

**Illegal drug** means any drug or substance which is (a) not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

**Legal drug** means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

**Agency premises or facilities** means all property of the Agency including, but not limited to, the offices, facilities and surrounding areas on Agency owned or leased property, parking lots, and storage areas. The term includes Agency member power plant facilities and surrounding areas. The term also includes Agency owned, leased or rented vehicles and equipment wherever located.

**Possession** means that an employee has the substance on their person or otherwise under their control.

**Reasonable suspicion** includes a suspicion based on specific, objective, eyewitness observations such as of an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; an employee's actual use or possession of alcohol or an illegal drug as defined herein; information provided to management by an employee, by law enforcement officials, by security service personnel, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

## **Prohibited Conduct**

### **A. Scope**

The prohibitions of this section apply to all departments, all employees, all job applicants, and all independent contractors performing work for the Agency. Furthermore, the prohibitions of this section apply whenever the interests of the Agency may be adversely affected, including any time any of these defined individuals is:

1. On Agency premises or facilities;
2. Conducting or performing Agency business;
3. Operating or responsible for the operations, custody, or care of Agency equipment or other property;

4. Responsible for the safety of others in connection with, or while performing, Agency-related business; or
5. Driving on Agency premises or business.

#### **B. Alcohol**

No employee shall use alcohol while on duty without authorization. In certain circumstances, an employee or independent contractor may be required to attend off-site, after hours social/business events where alcohol is served. In these situations, when the employee is authorized to attend, the consumption of a limited amount of alcohol is permitted.

The use of alcohol or a controlled substance within four (4) hours before an employee is due to report to work on Agency premises is prohibited. An employee who is subject to “call-out” for unforeseen situations, and who has recently used alcohol should respond to the call using these guidelines:

The employee should notify the Supervisor of the recent use of alcohol and;

1. Request that another qualified employee respond; or
2. If the employee is the only one qualified to respond, allow the Supervisor to make the determination whether to permit the employee to respond at a later time.

#### **C. Illegal Drugs**

The following acts are prohibited and engaging in them may subject an employee to disciplinary action up to termination:

1. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of illegal drugs while performing Agency work or on Agency premises; or
2. Being under the influence of illicit drugs while engaged in Agency work or applying for a position with the Agency.

Furthermore, if a job applicant engages in such conduct, the applicant will not be hired. If an independent contractor performing work for the Agency engages in such conduct, it may result in the termination of that individual’s contract with the Agency.

#### **D. Legal Drugs**

The following acts are prohibited and may subject an employee to disciplinary action up to termination. Furthermore, if a job applicant engages in such conduct, such an individual will not be employed. If an independent contractor performing work for the Agency engages in such conduct, it may result in the termination of that individual’s contract with the Agency.

1. The abuse of any legal drug while performing Agency work; or

2. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law while performing Agency work or on Agency premises; or
3. Working while impaired by the use of a legal drug whenever such impairment might:
  - a. Endanger the safety of the employee or some other person;
  - b. Pose a risk of significant damage to Agency property or equipment; or
  - c. Substantially interfere with the employee's job performance or the efficient operation of the Agency's business or equipment.

An employee receiving medical treatment whose treatment requires the use of a legal drug that may affect their performance must report such use to their Supervisor prior to the performance of Agency business. The supervisor who is so informed shall contact the Agency Human Resources Manager for guidance if needed.

The undisclosed use of any legal drug by any employee that may affect the employee's performance while performing Agency business or while on Agency premises is prohibited. However, an employee may continue to work even though using a legal drug if their supervisor has determined, after consulting with the employee and the Human Resources Manager, that such use does not pose a threat to safety and that the employee's job performance is not significantly affected so as to affect safety on the job.

#### **E. Drug and Alcohol Testing**

When a reasonable basis exists to suspect an employee of violating the drug and alcohol policy, the employee will be requested to immediately submit to a drug and/or alcohol test. Suspicion will be based on objective symptoms, such as factors related to the employee's appearance, behavior and speech. A reasonable basis may also exist if an employee is found to be in possession of illegal drugs, alcohol or paraphernalia connected with the use of an illegal drug. Possession of illegal drugs or alcohol is prohibited even if the employee has not used these substances. Testing may also be required if an employee is involved in an incident which results in serious injury to the employee or others (including property damage exceeding \$3,000), or which might have resulted in such injury. The results of all tests will be kept confidential. An employee has the right to refuse to be tested. However, employees who are directed to submit to an alcohol and/or drug test and who refuse may be subject to discipline, up to and including immediate termination.

If the results of the employee's drug and/or alcohol test are positive, the Agency will take disciplinary action which may include mandatory participation in the Employee Assistance Program, suspension or immediate termination. The disciplinary action will be based on the seriousness of the offense and the employee's past performance with the Agency. If an employee returns to work after testing positive for drugs and/or alcohol, the employee may be required to consent to unannounced tests for drugs and/or alcohol for a two-year period as a condition of continued employment. An employee who tests positive may request a

second test to be performed by a reliable drug testing agency, at the employee's expense.

## **Discipline**

### **A. Discharge for Violation of this Policy shall proceed as follows:**

The first violation of this policy may result in termination whenever the prohibited conduct:

1. Caused serious injury to the employee or any other person, or endangered the safety of the employee or any other person;
2. Resulted in significant damage to Agency property or equipment, or posed a risk of significant damage;
3. Involved the sale, attempt to sell, or manufacture of illegal drugs or other controlled substances on Agency premises or while on Agency business;
4. Involved the possession, distribution, transfer, or dispensation of illegal drugs or other controlled substances on Agency premises or while on Agency business;
5. Involved the failure of an employee to report, within five calendar days, a criminal conviction of any federal or state criminal drug statute for a violation occurring in the workplace or during any Agency related activity or event.
6. Involved a positive drug/alcohol test when the employee was engaged in Agency business.

### **B. Discretion Not to Discharge**

Agency management may choose not to discharge an employee for a first violation of this policy if the employee satisfactorily participates in and completes an approved drug or alcohol abuse assistance or rehabilitation program when recommended by Agency management or the employee contacts the Employee Assistance Program ("EAP") within two working days after being referred there by management and follows the recommendations made by the EAP for successful rehabilitation. The decision to discharge an employee for a violation under this policy involves consideration by the immediate supervisor or Manager, AGM and Human Resources Manager.

Any employee who is found to be in possession of or under the influence of alcohol, legal or illegal drugs or in possession of contraband in violation of this policy will be subject to major discipline up to and including discharge, and may not be subject to progressive discipline under the Agency Personnel Discipline Policy. However, the employee retains the right to appeal the discipline in accordance with Agency policy.

**Written Warning:** An employee who is not discharged for a first violation of this policy will receive a written warning last chance agreement and unpaid suspension. **Effect of Second Violation:** A second violation of this Policy at any time will result in discharge.

### **C. Last Chance Agreement**

Any employee who is found, through drug or alcohol testing, to have in their body a detectable amount of an illegal drug or alcohol will be subject to major discipline up to and including immediate discharge except that, notwithstanding the policy set forth above, depending on the circumstances of the case and the employee involved, the employee may be offered a one-time "Last Chance Agreement" to enter and successfully complete a rehabilitation program that has been approved by the Agency. If the employee agrees to the "Last Chance Agreement," the employee must fully comply with the prescribed treatment program/after care and successfully complete it or they will face major discipline, including discharge without right of appeal. During rehabilitation, the employee will be subject to unannounced drug or alcohol testing. Upon return to work from rehabilitation, the employee will be subject to unannounced drug or alcohol testing for a period of up to sixty (60) months. Any test that is confirmed as positive during or following rehabilitation will result in discharge without right of appeal.

### **D. Effect of Criminal Conviction**

An employee who is convicted under a criminal drug statute or for driving under the influence of alcohol or drugs for a violation occurring in the workplace, during work hours, or during any Agency-related activity or event will be deemed to have violated this Policy.

### **E. Effect of Discharge on Eligibility for Rehire**

Employees who are discharged for violation of this Policy will not be eligible for rehire by the Agency.

## **Education**

### **A. Management Awareness**

Supervisors and other management or lead personnel are to be:

1. Attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this policy.
2. Provided training in detecting the signs and behavior of employees who may be using drugs or alcohol in violation of this policy;
3. Provided training in the steps involved in intervening in situations that may result in violations of this policy;
4. Trained in recognizing the above activities as a direct job responsibility.

When management has reasonable suspicion to believe that an employee or employees are working in violation of this policy, prompt action will be taken.

### **B. Employee Awareness**

Employees are to be informed of:

1. The health and safety dangers associated with drug and alcohol use in the work- place;
2. The behavior of those who may be using drugs or alcohol in violation of this policy;
3. How to help a fellow employee or family member if they show signs of drug or alcohol abuse;
4. Their responsibilities under the provisions of this policy.

### **C. Criminal Convictions**

Employees must notify their supervisor of any conviction under a criminal drug statute or for driving under the influence of alcohol or drugs for a violation occurring in the workplace, during work hours, or during any Agency-related activity or event within five (5) days after any such conviction. Failure to provide such notification within five (5) calendar days is a violation of this policy. When required to federal law, the Agency will notify any federal Agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

### **Drug and Alcohol Testing of Job Applicants**

As part of the Agency's pre-employment screening process, certain applicants for employment, including applicants for part-time and seasonal positions and applicants who are former employees, are subject to drug and alcohol testing consistent with their job requirements and the Agency's business necessity before hire at the Agency's expense.

Any offer of employment is conditioned on a negative test result.

An applicant will be notified of the Agency drug and alcohol testing policy in the employment application process. An applicant will also be informed that the consequence of refusal to undergo the drug and alcohol testing is termination of the pre-employment process and ineligibility for employment.

If an applicant refuses to take a drug or alcohol test, or if evidence of the use of illegal drugs or alcohol by an applicant is discovered, either through testing or other means, the pre-employment process will be terminated.

### **Drug and Alcohol Testing of Employees**

The Agency will notify employees of this policy by:

1. Providing to each employee a copy of the policy, and obtaining a written acknowledgement from each employee that the policy has been received and read.
2. Announcing the policy in various written communications and making presentations at employee meetings.

Agency management may perform drug or alcohol testing at the Agency's expense for the following reasons:

1. **Reasonable Suspicion Testing:** Any employee who manifests "reasonable suspicion" behavior as defined in this Policy will be subject to drug and alcohol testing. The employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, they will be requested to take a drug or alcohol test in accordance with the procedures outlined below.
2. **Post Incident Testing:** Any employee who may be responsible for an incident that results in severe injury or loss of life, property damage or environmental damage in the amount of \$3,000.00 or more as determined by Agency management will be subject to drug and alcohol testing. This may also include any employee involved in an incident as noted above where responsibility has not been determined. Post incident tests are to be completed within 2-8 hours of the incident. Any employee who is to undergo a post incident test who has not yet been tested is forbidden from using drugs or alcohol within 8 hours of the incident except for those drugs provided by a medical attendant after the incident.
3. **Employees Who Have Tested Positive:** Any employee who has completed an Agency approved drug/alcohol rehabilitation program and returned to work may be subjected to drug and alcohol testing on a random basis for up to 60 months from the date of return (See Section IV. C. above).
4. **Annual Testing:** Any employee holding safety sensitive positions that fall under Department of Transportation regulations or who is subject to drug or alcohol testing pursuant to federal or state rules, regulations or laws may be subjected to drug and alcohol testing. This testing will be scheduled through Agency management.

An employee's consent to submit to drug or alcohol testing is required as a condition of employment. The employee's refusal to consent may result in major disciplinary action, including discharge, for a first refusal or any subsequent refusal.

Represented employees have the right to representation during discussions with management prior to a drug or alcohol test based on "reasonable suspicion." If a shop steward is not present, an available department employee may be selected by the employee to represent the interests of said employee. Such representation shall not, in any way, delay or interfere with the implementation of this policy and its related procedures.

An employee's time spent on testing and travel time shall be paid under regular pay status, including overtime, if applicable.

An employee tested in a "reasonable suspicion" situation may be transported by a member of management or their designee to the drug/alcohol-testing clinic. Thereafter, arrangements may be made for the employee to be transported home and to pick up their vehicle at a later time. The employee may be suspended with pay pending receipt of written test results and for whatever inquiries may be required.

### **Drug Testing Procedures**

In addition to the drug testing procedures set forth above for applicants at Section VI, and for employees at Section VII, the applicant and employee will have the opportunity to alert the clinic or laboratory personnel performing the drug and alcohol test to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test.

In addition to the written notifications and acknowledgements set forth above for applicants at Section VI, and for employees at Section VII, an employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to the collection of a sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the Agency of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the alcohol/drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

### **Appeal of a Drug or Alcohol Test Result**

An applicant or employee whose drug or alcohol test is reported positive will be offered the opportunity of a meeting to offer an explanation. The purpose of the meeting will be to determine if there is any reason that a positive finding could have resulted from some cause other than drug or alcohol use. The Agency, through its Human Resources Manager, will determine whether an offered explanation merits further inquiry.

Testing for drugs will follow split sample procedures. An employee whose test is reported positive will be given 72 hours to provide a written request for:

- The remaining portion of the split sample urine specimen that yielded the positive drug result, to be tested again at the same or at another laboratory.

There is no split testing available for Breath Alcohol Tests.

During the period of an appeal and any resulting inquiries, the pre-employment selection process for an applicant will be placed on hold, and the employment status of an employee may be suspended. An employee who is suspended pending appeal will be permitted to use any available accrued paid leave in order to remain in an active pay status. If the employee has

no annual leave or chooses not to use it, the suspension will be without pay, but the Agency will continue the employee's health benefits. If the second sample analysis yields a negative result, the employee will be paid their regular base pay for the period of unpaid suspension and any accrued annual leave that was used will be credited back to the employee.

## **Rehabilitation and Employee Assistance**

The Agency maintains an Employee Assistance Program ("EAP"), which provides help to employees who seek assistance for drug or alcohol abuse, as well as for other personal or emotional problems. Employees who suspect that they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees should be aware that participation in the EAP will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

Any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program will be reasonably accommodated, if the circumstances so warrant, provided that the reasonable accommodation does not impose an undue hardship to the Agency. However, no accommodations will be provided to employees who continue to abuse alcohol or illegal drugs while actively working for the Agency.

As set forth above, at Section IV. C., at the discretion of management, rehabilitation assistance in lieu of disciplinary action or discharge may be offered.

An employee who is in a rehabilitation program will be placed on unpaid leave of absence, and may use any available accrued paid leave. An employee who is in a rehabilitation program or who has completed rehabilitation will be allowed to return to work upon presentation of a written release signed by a licensed physician or recognized rehabilitation professional. The release must include a statement to the effect that the employee is fit to perform their duties, and the employee's presence in the workplace will not constitute a safety hazard to the employee, co-workers or others.

Rehabilitation assistance given by the Agency will be:

1. Limited to those medical benefits that may be available in the employee's benefits plan. The treatment program should include medical monitoring, treatment, counseling, testing and detoxification if needed.
2. Limited to those benefits that may be obtained through an Agency-provided rehabilitation program where treatment plan/program and cost have been pre-approved by the Agency.
3. Provided after release from the formal treatment program, so that follow-up treatment obtained by the employee occurs during times that will not conflict

with the employee's work time, except that the employee may use any available sick leave or accrued paid leave to be absent from the job with pay.

The Agency will provide to any employee, upon request and at no cost to the employee, information concerning local resources that are available for the treatment of drug and alcohol related problems and concerning the use of the Agency's Employee Assistance Program.

### **Inspections and Searches**

If there is a reasonable suspicion that this policy is being violated, the Agency may conduct unannounced general inspections and searches for drugs or alcohol or related paraphernalia on Agency premises or in Agency vehicles or equipment wherever located. Employees are expected to cooperate.

Search of an employee and their personal property may be made when there is of this reasonable suspicion to conclude that the employee is in violation policy. Such searches will be for drugs or alcohol or related paraphernalia.

An employee's consent to a search is required as a condition of employment, and the employee's refusal to consent may result in disciplinary action, including discharge, even for a first refusal.

Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on Agency property will be turned over to the appropriate law enforcement agency and full cooperation will be given by the Agency to any subsequent investigation. Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

Other forms of contraband, such as firearms, explosives, and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband, as defined herein, on Agency property or while on Agency business will be subject to major discipline up to and including discharge.

If an employee is the subject of a drug-related investigation by the Agency or by a law enforcement agency, the employee may be suspended pending completion of the investigation.

### **Confidentiality**

Disclosures made by employees to the Human Resources Manager concerning those employees' use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the Human Resources Manager concerning the participation by those employees in any drug or alcohol rehabilitation program will be treated confidentially. Where required by law, or overriding public health and safety concerns, information subject to this

confidentiality clause will be disclosed. An employee is entitled to obtain copies of records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to their drug or alcohol tests.

## P407.9 NON-REPRESENTED STAFF GRIEVANCE FORM

Name \_\_\_\_\_ Department \_\_\_\_\_  
Position \_\_\_\_\_ Work Phone \_\_\_\_\_

**INSTRUCTIONS:** The Grievance procedure has three steps. The first is informal resolution, the second a formal written grievance and the third a review by the General Manager. Each step is required before the next step may be initiated. This form may be used by an employee to initiate a formal grievance at Step 2 after Step 1 has been completed.

The policy is found in the Personnel Policy and Procedures Manual.

### STEP 1 INFORMAL RESOLUTION

Step 1 of the grievance process is an informal resolution. You and your supervisor are encouraged to resolve your grievance at this step. Please advise your supervisor that your informal discussion constitutes Step 1 of the Grievance procedure.

### STEP 2 FORMAL GRIEVANCE

From the date of the grievable event, you have 15 calendar days to file a formal, written grievance. The written grievance is considered filed when it is submitted to your immediate supervisor and the Human Resources Director.

You must provide the following information:

- 1) The date of the grievable event: \_\_\_\_\_
- 2) A specific statement of the written law, rule policy and/or procedure violated. What action or conduct constituted the violation and what happened?  
\_\_\_\_\_

Total Number of Page Attached: \_\_\_\_\_

1. The resolution or remedy you want.  
\_\_\_\_\_  
\_\_\_\_\_

2. Employee signature and date filed with supervisor/manager.

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

\_\_\_\_\_  
Supervisor's/Manager Signature

\_\_\_\_\_  
Date received from employee

### STEP 3 FORMAL GRIEVANCE

If you do not resolve your grievance at Step 2, you may advance the grievance to Step 3 by notifying the General Manager in writing. The notification of appeal must be in writing and must be received within 15 calendar days of receipt of management's response at Step 2.

## **P407.11 SERVICE RECOGNITION PROCEDURE**

This procedure provides for the recognition of employees for their length of service with the Agency.

### **Timing and Nature of Awards**

- Awards are granted starting at five (5) years and for each five-year increment thereafter;
- Presentation of service awards is semi-annually; and
- An appropriate presentation ceremony will be held.

### **Presentation Ceremonies**

Each Agency location may determine the manner in which service awards are presented provided that:

- Presentation ceremonies held during work hours are reasonable in duration and consistent with the Agency's mission and business needs; and
- Expenses incurred for the presentation of service awards are just, reasonable, and necessary for providing an appropriate event.
- Each location may combine service award presentations with other recognition ceremonies if desired.

### **Calculating Service**

"Service" is defined as the length of time the employee served as a continuous regular full-time employee with the Agency.

### **Service Recognition Award Items**

Service recognition gift items are provided through the Human Resources Department. Employees eligible for service awards receive a gift card in an amount that is based on their years of service. Awards are delivered to the employee's work location.

## P407.12 SUGGESTION AND AWARD PROCEDURE

### Definition of a Suggestion

Suggestions can apply to safety, service, efficiency, and reliability improvements. A special category identifies waste minimization, pollution prevention, and emissions reduction ideas.

### Making a Suggestion

- A. Once an employee identifies an area for improvement, the employee shall complete a Suggestion Form. (A copy of the Suggestion Form attached to this policy) Included on this form are:
  1. A description of the problem or opportunity that exists.
  2. The suggestion from the employee regarding how to resolve the problem or capitalize on the opportunity. Employees should include sketches or drawings as references to show the existing condition and the condition following implementation of the suggestion.
  3. The employee should include cost estimates for making the improvement. This should include any quotes or estimates obtained from contractors, suppliers, or vendors.
  4. The employee should include what the expected benefits are for implementing the suggestion. This should include all tangible and intangible benefits. If possible, include Return-on-Investment (ROI) information.
  5. The employee should also include any other comments or information that helps to substantiate the need for the improvement or modification.
- B. The completed form shall be submitted to the department's Administrative Assistant or other designated coordinator who will initiate the following:
  1. Assign the suggestion a listing number and add it to the Suggestion Master Tracking Sheet. (Copy attached to this procedure).
  2. The Master Tracking Sheet includes:
    - a) The listing number of the suggestion.
    - b) The date the suggestion form and documentation is received.
    - c) The name of the employee that submitted the suggestion.
    - d) A summary of the suggestion.
    - e) The date that the review of the suggestion is assigned.
    - f) The person (or persons) that the review of the suggestion is assigned to.

- g) The final conclusion (adopted or not).
- h) The date the suggestion is closed.
- i) If the suggestion is approved, the date the check request was submitted for the \$50 reward.
- j) The date the check was presented, if applicable.

### **Review Process**

An individual or a panel of individuals might be assigned to review the suggestion. This review “panel” could be made up of managers, supervisors, or professional staff. Knowledge of or experience with equipment or processes connected with the suggestion will be used to determine the most qualified evaluator(s).

The suggestion assignment designee will be made known to the suggester by way of email. The suggester will then be periodically updated as to the status of the suggestion if the evaluation process is taking an excessive length of time. The suggestion reviewer(s) will be tasked with:

1. Reviewing the suggestion for completeness. If further information is needed, the reviewer(s) will contact the employee that submitted the suggestion and request additional information necessary for evaluating the suggestion.
2. Ensure that the suggestion meets the intent of the program.
3. Determine if the suggestion is feasible and that the ROI calculations (if applicable) are correct. If the suggestion is determined not to be feasible, the employee that submitted the suggestion will be informed as to the reasons why.
4. If the suggestion meets the intent of the program and provides benefit, the reviewer(s) will inform the facility manager of their findings.

### **Suggestion Award**

For any suggestion that is implemented, the suggester will be awarded a check in the amount of \$50. Managers will determine the appropriate time to present the check, however, checks will be awarded at least twice per year.

### **Use of Suggestion Form**

Suggestions are to be emailed directly to the department’s Administrative Assistant or coordinator at each facility.

## **SUGGESTION**

For improving a Condition at NCPA: CT1, CT2, Geo, Hydro, Roseville, or Stig Facilities.  
( ) Check here if suggestion reduces waste and/or pollution - forward to EH&S.

**Describe the problem (or opportunity) that now exists:**

**What do you suggest should be done (if useful, attach sketches, drawings, etc.):**

**What, if any, are the estimated costs to do what is suggested (if possible, attach any appropriate quotes or estimates obtained from contractors, vendors, suppliers, etc.):**

**What are the benefits of implementing the suggestion?**

**Any other comments: (ex. was the pollution prevented a hazardous waste?)**

**Date:**\_\_\_\_\_ **Name:**\_\_\_\_\_



**LISTING OF THE SUGGESTIONS SUBMITTED AT THE NCPA FACILITIES LOCATED AT:**

[illegible]

## P408.2 WORKPLACE VIOLENCE PREVENTION PROCEDURE

As outlined in Policy 408.2, the Agency prohibits all forms of violence or the threat of violence directed at any person or facility within its jurisdiction. The purpose of this policy is to identify best practices for preventing and/or responding to violence at work, whether the violence originates inside or outside the workplace. It applies to all workplace locations including offices and field sites at all times including regular work hours, overtime hours, and meal and rest breaks.

A violent workplace incident is defined as any incident involving physical assault, threatening or coercive behavior (whether verbal or physical), or a violent criminal act directed toward any person or facility within the jurisdiction of the Agency.

### **Duties and Responsibilities**

#### **Employees are required to:**

- Follow the guidelines set forth in this policy/procedure and the security requirements applicable to the employee's facility;
- Complete appropriate training as required;
- Conduct themselves in a professional manner and treat others with respect, fairness, and dignity;
- Immediately report any threat or violent act to their Supervisor or Manager and the Human Resources Manager.

#### **Supervisors are required to:**

- Ensure employees are appropriately trained consistent with workplace violence prevention practices;
- Document all reported incidents of workplace violence and implement employee disciplinary actions as needed;
- Notify appropriate authorities if someone poses a danger to themselves or others;
- Refer employees to assistance programs after critical incidents.

#### **Contractors are required to:**

- Ensure all employees conduct themselves in a professional manner, refraining from using profanity and/or derogatory expressions or phrases;
- Ensure employees are trained in workplace violence prevention;
- Work with the Agency site contact to ensure compliance with workplace violence prevention and this policy/procedure.

#### **Safety and Human Resources Staff are required to:**

- Provide technical support for interpretation and implementation of workplace violence prevention;

- Develop, conduct, coordinate, and/or approve workplace violence prevention training programs;
- Review, update and evaluate the effectiveness of the violence in the workplace prevention program;
- Conduct refresher training every three years or more frequently when the need arises.

### **Scope of The Workplace Violence Problem**

California joins a growing list of states in which assault and violent acts represent the leading cause of death in the workplace. The demographic profile of victims of fatal workplace assaults indicates that the majority are male. However, even though the overall fatal workplace injury rate for women is substantially lower than it is for men, homicides represent the leading cause of death for women in the workplace. Homicide is only part of the workplace violence problem, assaults which result in nonfatal injury, or in the threat of harm, are more common than those which result in fatal injury.

Harassment is also considered a form of workplace violence. Harassment is not just defined as sexual harassment. Harassment includes any behavior that demeans, embarrasses, humiliates, annoys, alarms, or verbally abuses a person. Verbal abuse is related to workplace violence. It can include swearing, insults, or condescending language.

### **Workplace Violence Characteristics**

The characteristics may involve a threat of violence, or a physical act of violence resulting in a fatal or nonfatal injury, to an employee, supervisor, or manager of the affected workplace by the following types of individuals:

1. A current or former employee, supervisor, or manager; or some other person who has a dispute with an employee in the affected workplace, e.g. current/former spouse or lover, relative, friend or acquaintance.
2. Most commonly, the primary target is a co-employee, a supervisor or manager of the assailant. In committing this “type” of assault, an individual may be seeking revenge for what the individual perceives as unfair treatment by a co- employee, a supervisor or manager of the assailant. Increasingly, these events involve domestic or romantic disputes in which an employee is threatened in their workplace by an individual with whom they have a personal relationship outside of work.
3. At first glance, an assailant’s actions may defy reasonable explanation. Often, though, the assailant’s actions are motivated by perceived difficulties in the assailant’s relationship with the victim, or with the affected workplace, and by psychosocial factors which are peculiar to the assailant.

### **Prevention Strategy**

The Agency has established and implemented procedures to respond to workplace security hazards when they are present. Additionally, the Agency provides training to all employees, supervisors and managers that establishes a clear antiviolenace management policy, which

addresses workplace violence prevention.

As part of the Agency's anti-violence prevention strategy, the Agency assesses the following:

1. How well the Agency's anti-violence policy has been communicated to employees, supervisors or managers.
2. How well the Agency's management and employees communicate with each other during actual emergencies.
3. Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of the Agency's employees is having a dispute.
4. Frequency and severity of employee reports of threats of physical or verbal abuse by managers, supervisors or other employees.
5. Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.
6. Employee disciplinary and discharge procedures.
7. Pre-employment screening practices.
8. Employee assistance programs.
9. The area/neighborhood of work locations.

### **Hazard Correction**

Hazards which threaten the security of workers shall be corrected in a timely manner based on the severity of the hazard. Corrective measures for workplace security hazards can include:

1. Utilizing surveillance measures, such as cameras, to provide information as to what is going on in or near the workplace.
2. Procedures for reporting suspicious persons or activities.
3. Posting of emergency telephone numbers for law enforcement, fire, and medical services.
4. Limiting the amount of cash on hand.
5. Effectively communicating our anti-violence policy to all employees, supervisors, and managers.
6. Training to improve management and employee's communication with each other.
7. Increasing awareness by employees, supervisors, and managers of the warning signs of potential workplace violence.
8. Controlling access to, and freedom of movement within, the workplace by non- workers, including recently terminated employees or persons with whom one of our employees is having a dispute.
9. Providing counseling to employees, supervisors, or managers who exhibit behavior that represents strain or pressure which may lead to physical or verbal abuse of others.
10. Ensuring that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to

retaliation by the person making the threat.

11. Ensure that the disciplinary and discharge procedures address the potential for workplace violence.
12. Having effective systems to warn others of a security danger or to summon assistance.
13. Providing procedures for a “buddy” system for certain situations.
14. Providing worker training in recognizing and handling threatening or hostile situations that may lead to violent acts.

### **Incident Investigation**

The Agency has established the following procedure for investigating incidents of workplace violence (including threats and physical injury):

1. Review all previous incidents in the past five years.
2. Visit the scene of an incident as soon as possible.
3. Interview threatened or injured employees and witnesses.
4. Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
5. Taking corrective action to prevent the incident from recurring.
6. Recording the findings and corrective actions taken. Records of the incident investigation and recommendations shall be maintained by the Human Resources Department for seven years.

### **Training and Instruction**

Training for all employees, including managers and supervisors, will be repeated every three years or more often if needed. Training includes:

1. Review and definition of workplace violence.
2. Instructions regarding how to report all incidents.
3. Methods of recognizing and responding to workplace security hazards.
4. Training on how to identify potential workplace security hazards (such as no lights in parking lot while leaving late at night, unknown person loitering outside the building, etc.).
5. Use of security equipment and procedures.
6. How to attempt to diffuse hostile or threatening situations.
7. How to summon assistance in case of an emergency.
8. Post-incident procedures, including reporting the incident.