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Commission Minutes

To: NCPA Commission

From: Trisha Zimmer, Assistant Secretary to the Commission

Subject: NCPA Commission Meeting – October 26, 2023

1. *Call Meeting to Order and Introductions*

Chair Jerry Serventi called the meeting to order at 9:31am at 651 Commerce Drive, Roseville, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the October 6, 2023, Regular Commission Meeting*

MOTION: A motion was made by Pauline Roccucci, and seconded by Jenelle Osborne to approve the minutes of the October 6, 2023, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

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

PUBLIC FORUM

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

REPORTS AND COMMITTEE UPDATES

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

Randy Howard reported:

- DOE announced the ARCHES' application for the hydrogen hub proposal was successful. NCPA may receive up to \$50 million from that grant. DOE will be holding a contract negotiation meeting on November 1st with ARCHES. NCPA will need to have a presence and stay engaged on this effort.
- Attended a Special Council meeting at the City of Ukiah and spoke to community members on Energy 101 topics.
- Scheduled to speak at a Lodi Community Engagement event this evening to talk about the hydrogen project.
- The Agency has hired a new Geothermal Plant Manager. His references really speak to his leadership skills. Once the offer and acceptance is finalized, he will officially be announced.
- Headquarters held an Employee Appreciation lunch for the first time since COVID.
- Was recently asked to join the launch committee for the Pathways (West-Wide Governance Pathway Initiative) effort. This is a new governing body that will take on all transmission governance in the West Regional Transmission organization.

4. *Executive Committee*

Committee Chair Serventi reported the Executive Committee met this morning and recommended approval of the 2024 Committee Meeting Calendar as well as the Reclassification of the Engineer V, Supervising Plant, Hydroelectric Facilities to Supervisor III. The Committee was briefed on the roles and responsibilities of the Executive Committee and the annual performance review process for the General Manager and General Counsel.

5. *Facilities Committee*

Power Management Assistant General Manager, Tony Zimmer, reported the Facilities Committee met on October 11. At that meeting the Committee discussed today's Commission meeting items 12 through 15 on the Consent Calendar. A quorum of the Committee was established during discussions regarding items 12 through 15 and the Members present recommended approval. The next Facilities Committee meeting is scheduled for November 1, 2023.

6. *Finance Committee*

Finance Committee Chair, Mikey Hothi, reported the Finance Committee met on October 17 and reviewed item 16 on the Consent Calendar and items 17 and 18 for Discussion/Action. All items were recommended for approval. The Finance Committee was also presented with an overview of the California CLASS investment pool, a professionally managed local government investment pool that allows public agencies to diversify investments as an alternative to LAIF, CAMP, or other money market funds. While the current rate of this money market is a 5.51%, the members will continue to evaluate whether to include this as a permitted investment in NCPA's Investment Policy.

NCPA staff shared the funding status of the Agency's PERS pension plan and Other Post-Employment Benefits plan. The PERS pension plan's funding level decreased to 67% from 75% one year ago largely due to paper losses from investments and a lowering of the discount rate. By a majority vote, the Committee confirmed to stay on the 15-year funding plan for the Unfunded Accrued Liability.

The OPEB plan, on June 30, 2023, still reflected a super-funded status of 110% compared to 130% two years ago. At this time, only the normal cost is required for funding which is about \$1.1 million. Since \$1.8 million was collected during the FY2023 year, \$700,000 will be returned to the members through final settlements. The next Finance Committee meeting is scheduled for November 14.

7. **Legal Committee**

General Counsel Jane Luckhardt reported the Committee has not met since the last Commission Meeting.

8. **Legislative & Regulatory Affairs Committee**

L&R Committee Chair, Jenelle Osborne, reported that California's ARCHES application was awarded \$1.2 billion for its hydrogen hub proposal on October 13. Policy support from the L&R Committee will be important in a few areas including the need to ensure that the full benefit of the hydrogen tax credit can be realized and is not undermined by stakeholder proposed additionality provisions. Also, garnering state funding to supplement federal dollars will be essential. Public outreach with the media is already underway.

On October 20th, the wood waste legislation was introduced in Congress with Lompoc's Member of Congress Salud Carbajal. The Fire Safe Electrical Corridors Act would enable utilities to clear vegetation under utility infrastructure located on federal lands without being burdened with the responsibility to sell the timber/wood waste. The existing timber sale requirement has presented a significant obstacle to fire prevention.

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

No member updates were provided.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were requested to be pulled from the Consent Calendar.

MOTION: A motion was made by Pauline Roccucci, and seconded by Dean Batchelor to approve the Consent Calendar consisting of Agenda Items 10 through 16. The motion carried by a majority of those members present on a roll call vote as follows:

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

10. ***NCPA's Financials for the Month Ended September 30, 2023*** – approval by all Members.
11. ***Treasurer's Report for the Month Ended September 30, 2023*** – accept by all Members.
12. ***Resolution 23-90, High Sierra Timber Management, LLC – Five-Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with High Sierra Timber Management, LLC. for vegetation management services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$1,000,000 over five years.
13. ***Resolution 23-91, American Crane Rental, Inc. – Five-Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with American Crane Rental, Inc. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel which shall not exceed \$1,500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$1,500,000 over five years.
14. ***Resolution 23-92, Bayside Insulation & Construction, Inc. – Five-Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with Bayside Insulation & Construction, Inc. for insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel which shall not exceed \$500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$500,000 over five years.
15. ***Resolution 23-89, ABM Building Solutions, LLC – Five-Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities***– adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with ABM Building Solutions, LLC for HVAC maintenance, repair, building automation, cooling tower water treatment, indoor air quality evaluation, and design-planning services, with any non-substantial changes recommended and approved by the NCPA General Counsel which shall not exceed \$350,000, for use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$350,000 over five years.

16. Annual Financial Statement and Associated Audit Report and Letters for Years Ending June 30, 2023 and 2022 – accept and file by all members the Annual Financial Statement and Associated Audit Report and Letters for Years ending June 30, 2023 and 2022.

Fiscal Impact: This financial report for the years ended June 30, 2023 and 2022 has no direct budget impact to NCPA, it reports on the fiscal impacts for the last fiscal year.

DISCUSSION/ACTION ITEMS

17. 2024 NCPA Committee Meeting Calendar – approval by all members. Jane Luckhardt requested to remove the January, June and July Legal Committee meetings from the 2024 calendar.

Fiscal Impact: This item has no direct fiscal impact to the Agency.

Motion: A motion was made by Suds Jain and seconded by Julie Winter recommending approval of the 2024 Committee Meeting calendar with Jane Luckhardt's recommended changes. The motion carried by a majority of those members present on a roll call vote as follows:

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

18. Resolution 23-95, Appointment to the NCPA Finance Committee – adopt resolution by all members authorizing the appointment of Katie Edgar, Finance Director for the City of Healdsburg, as a member of the NCPA Finance Committee. Administrative Services Assistant General Manager, Monty Hanks explained that when Mikey Hothi was ratified as the Chair of the Finance Committee, Melissa Price (Lodi) vacated her role as a member of the Finance Committee. A solicitation for a new member was sent to NCPA's smaller utilities. A nomination was received and discussed by the Finance Committee on October 17th. The Committee unanimously recommended Ms. Edgar to be appointed as a Member of the Finance Committee.

Fiscal Impact: There is no fiscal impact in appointing Katie Edgar as a member of the Finance Committee.

Motion: A motion was made by David Hagele and seconded by Bo Sheppard recommending the Commission adopt Resolution 23-95 appointing Katie Edgar, Finance Director for the City of Healdsburg, as a member of the NCPA Finance Committee. The motion carried by a majority of those members present on a roll call vote as follows:

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

19. Resolution 23-93, Approve 2024 LEC Spring Outage – adopt resolution by all members authorizing the LEC 2024 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission which shall not exceed \$3,479,649. Generation Services Assistant General Manager, Mike DeBortoli, explained that this is a routine outage. He discussed the key items that will be addressed during this outage including: HRSG maintenance, electrical maintenance, high energy piping survey, Cooling Tower gearbox and fill replacement, water plant maintenance, service water piping replacement, ST annual inspection, and a number of other incidental items. **Fiscal Impact:** the budgetary funds to complete the 2024 Spring Outage includes \$1,935,000 of pre-collected funds in the Maintenance Reserve. Additional funds in the amount of \$396,582 were anticipated in the Fixed Maintenance, \$1,073,067 in the O&M Project Annual Outage Project and \$75,000 from the Service Water Piping replacement. All items are part of the FY2024 Routine O&M Budget.

Motion: A motion was made by Jenelle Osborne and seconded by Suds Jain recommending the Commission adopt Resolution 23-93 authorizing the LEC 2024 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,479,649. The motion carried by a majority of those members present on a roll call vote as follows:

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

20. Resolution 23-94, Gas Turbine Thermal Performance Upgrade Feasibility Study –

adopt resolution by all members delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission for a total cost not to exceed \$300,000. Mike DeBortoli provided background and detailed information regarding this study. The study to be conducted will help to decide whether or not to go forward with the Gas Turbine Thermal Performance Upgrade. That project is currently estimated to cost approximately \$12 million. CDWR (LEC Project Participant) did not support this study, however, the motion passed by majority during the October 23 LEC PPC meeting.

Fiscal Impact: The budgetary funds to complete the feasibility study include \$300,000 or pre-collected funds in the Maintenance Reserve. These funds were carried over into the FY2024 budget from the LEC 2023 Spring Outage.

Motion: A motion was made by Suds Jain and seconded by Bo Sheppard recommending the Commission adopt Resolution 23-94 authorizing the LEC Gas Turbine Thermal Performance Upgrade Feasibility Study and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$300,000 to be funded from the Maintenance Reserve. The motion carried by a majority of those members present on a roll call vote as follows:

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

21. Overview of the FY2025 Budget Process and Approach – request for Commission guidance and direct staff to prepare for the FY2025 NCPA Operating Budget in accordance with the accepted directions. Monty Hanks reported that the FY2025 Budget process will be mostly the same as in years past, however, staff will be scheduling a combined Facilities and Finance Committee meeting in order for both groups to review and provide feedback in one meeting. He discussed some of the activity that will affect this upcoming Budget including, Hydro projects, Geothermal projects, LEC upgrade, forward prices, as well as new money requests for the STIG Upgrade, Geothermal BESS, and Hydrogen project. Staff recommends a target budget increase of approximately 3.5% for plant operating and maintenance costs and a 0-3.5% increase for all other operating expenses. Salaries will have a target range of \$1.1 million which will include Union increases/adjustments, broadbanding adjustments for merits, promotions, upgrades, etc.

Fiscal Impact: Direction provided in this presentation will provide budget guidance for FY2025. Specific fiscal impact is not known at this time. Actual fiscal impact will be presented at the time of final approval of the budget, currently scheduled for April 2024.

Motion: A motion was made by Dean Batchelor and seconded by Jenelle Osborne recommending the Commission direct staff to prepare the FY2025 Operating Budget in accordance with the process and approach as detailed in the presentation provided. The motion carried by a majority of those members present on a roll call vote as follows:

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

INFORMATIONAL ITEMS

22. Overview of the FY2023 Annual Billing Settlement Process and Preliminary Results– Treasurer-Controller, Sondra Ainsworth, reported that staff received the final results of the Annual Billing Settlement process late last week, therefore today’s information are the final numbers. The net refund of excess collections due to participants at fiscal year-end is \$6.8 million. The Plant settlement amount totals \$2.8 million, Management Services \$2 million and Pass-Through Costs and Interest and other income of \$2 million. Refunds are expected to be made by late December.

CLOSED SESSION

Chair Serventi asked General Counsel to move the Commission into closed session at 11:08 am. General Counsel Jane Luckhardt took the Commission into closed session.

23. CONFERENCE WITH LEGAL COUNSEL – pursuant to Government Code Section 54956.9(d)(2) – Anticipated Litigation – one (1) case.

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

FERC TO18:

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

FERC TO19:

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

FERC TO20:

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

D.C. Circuit:

- Pacific Gas and Electric Co. v. Federal Energy Regulatory Commission, D.C. Circuit Case No. 21-1061 (lead), consolidated with Case Nos. 21-1135, 21-1172, 21-1204, 22-1095, 22-1113, 23-1262.

Sacramento Superior Court:

- City of Santa Clara dba Silicon Valley Power and Northern California Power Agency, Plaintiffs, v. California Department of Water Resources, Defendant, Sacramento County Superior Court, Case No. 34-2023-00338449

OPEN SESSION

RECONVENED TO OPEN SESSION

The Commission reconvened open session at 11:36 am.

REPORT FROM CLOSED SESSION

General Counsel Jane Luckhardt reported there was no reportable action taken in closed session.

NEW BUSINESS

No new business discussed.

ADJOURNMENT

The October 26, 2023, Commission meeting was adjourned at 11:38 am by Chair Serventi.

Respectfully submitted,

Prepared by,

JERRY SERVENTI
Commission Chair

TRISHA ZIMMER
Assistant Secretary to the Commission



Commission Meeting
October 26, 2023
COMMISSIONERS
Attendance List

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

| MEMBER | NAME |
|---|------------------------|
| 1 - ALAMEDA | <i>Jeremy Senechal</i> |
| 2 - BIGGS | <i>Bo Sheppard</i> |
| 3 - GRIDLEY | CATALINA SANCHEZ |
| 4 - HEALDSBURG | DAVID HAGELE |
| 5 - LODI | MIKEY HOTH |
| 6 - LOMPOC | <i>Joshorne</i> |
| 7 - PALO ALTO | <i>Dean Batchelor</i> |
| 8 - PLUMAS-SIERRA REC | LARRY PRICE |
| 9 - PORT OF OAKLAND | |
| 10 - REDDING | JULIE WINTER |
| 11 - ROSEVILLE | <i>Pauline Racusci</i> |
| 12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT | YULIYA SHMIDT |
| 13 - SANTA CLARA | SUDS JAIN |
| 14 - SHASTA LAKE | JAMES TAKEHARA |
| 15 - TRUCKEE DONNER | JARED CARPENTER |
| 16 - UKIAH | CINDY SAVERS |

[illegible]

SUPPORT SERVICES PROGRAM STATUS REPORT

November 16, 2023

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

| No. | Member Name | Date | Amount NTE | Vendor Name & Short Description |
|------------|-------------------------|-------------|-------------------|--|
| 0309 | City of Roseville | 8/17/23 | \$30,835.00 | EcoEngineers; Providing LCFS Pathway Registration services for the Pleasant Grove Wastewater Treatment Plant. |
| 0308 | City of Redding | 8/25/23 | \$1,167,293.55 | Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program. |
| 0307 | City of Roseville | 9/6/2023 | \$1,196,537.12 | Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program. |
| 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. |
| 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. |

| No. | Member Name | Date | Amount NTE | Vendor Name & Short Description |
|------------|-------------------------|-------------|-------------------|--|
| 0293 | City of Roseville | 3/6/23 | \$ 52,170.00 | DNV Energy Services USA Inc.; EM&V verification technical advisory services. |
| 0292 | City of Santa Clara | 8/23/23 | \$13,926.00 | CLEAResult Consulting, Inc.; Energy efficiency services provided through the ChooseEV digital platform to facilitate EV communications. |
| 0291 | Truckee Donner PUD | 2/8/23 | \$ 62,500.00 | ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 and 2023 Program Review and free-ridership analysis. |
| 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. |
| 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. |

| No. | Member Name | Date | Amount NTE | Vendor Name & Short Description |
|--------------|-------------------------|--------------------|-------------------|--|
| 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. |
| 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. |
| 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 Amd. | City of Healdsburg | 9/20/22 9/13/23 | \$ 27,995.00 | Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); graphic design services for various projects including bill inserts, direct mail flyers, and as requested and included in contract's scope of work. |
| 0258 Amd. | Alameda Municipal Power | 6/6/22 8/30/23 | \$ 70,255.00 | Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets through FY25. |
| 0257 | Truckee Donner PUD | 7/1/22 | \$ 60,000.00 | iParametrics; Grant writing services. |

| No. | Member Name | Date | Amount NTE | Vendor Name & Short Description |
|--------------|-------------------------|------------------|-------------------|---|
| 0253 | City of Palo Alto | 7/26/22 | \$ 29,250.00 | D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.) |
| 0251 | City of Santa Clara | 5/3/22 | \$ 42,720.00 | Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting. |
| 0249 | City of Lodi | 7/21/22 | \$ 92,170.00 | Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs and other income qualified customer programs through FY25. |
| 0246 Amd. | Port of Oakland | 2/3/22 6/8/23 | \$ 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. |
| 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. |

| No. | Member Name | Date | Amount NTE | Vendor Name & Short Description |
|---|-------------------------|-------------------------------|-------------------|--|
| 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. |
| 0224 Amd. | City of Healdsburg | 7/1/21 5/16/23 | \$ 9,394.00 | HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system. |
| 0221 | City of Lompoc | 6/7/21 | \$ 57,500.00 | Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document. |
| 0186 Amd. 2 nd Amd. | Alameda Municipal Power | 9/21/20 7/23/21 8/23/22 | \$200,000.00 | Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY23. |

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

| No. | Member Name | Date | Amount NTE | Vendor Name & Short Description |
|--------------|--|---------------------|-------------------|---|
| 0296 | Alameda - AMP | 6/29/23 | \$121,670.00 | Radian Generation LLC; provide NERC regulatory compliance administrative services. |
| 0282 | City of Vernon | 1/23/23 | \$374,245.00 | Ascend Analytics, LLC; provide services for the development of an integrated Resource Plan. |
| 0273 | City of Vernon | 4/13/23 | \$145,225.00 | NewGen Strategies and Solutions, LLC; provide Electric Cost of Service analysis and Rate Design Study. |
| 0265 | City of Santa Clara | 7/6/23 | \$98,965.00 | Tinker, LLC; provide its turnkey Energy Education Program through a digital science-based curriculum to teach students about energy and using it wisely. |
| 0259 Amd. | City of Burbank/ Burbank Water & Power | 10/26/22 3/31/23 | \$134,010.00 | NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations. |
| 0222 | City of Santa Clara | 11/15/21 | \$150,000.00 | The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices. |



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Commission Staff Report

AGENDA ITEM NO.: **5**

Date: November 30, 2023
To: NCPA Commission
Subject: November 1, 2023 Facilities Committee Meeting Minutes

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



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Minutes

Date: November 6, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 1, 2023 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by the Committee Vice-Chair Shiva Swaminathan (Palo Alto) at 9:10 am. Attending via teleconference and on-line presentation were Midson Hay (Alameda), Yuliya Shmidt (BART), Josh Cook, (Biggs), Jake Carter (Gridley), Nathan Tang (Port of Oakland), Nick Rossow (Redding), Monica Nguyen, Basil Wong, Kathleen Hughes, and Suds Jain (Santa Clara), and Colin Selby (TID). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and on-line presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from Healdsburg, Lompoc, Plumas-Sierra, Shasta Lake, 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 October 11, 2023 Facilities Committee meeting.

Motion: A motion was made by Jiayo Chiang and seconded by Monica Nguyen recommending approval of the October 11, 2023 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, BART, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and TID. The motion passed.

Informational item # 16 was presented after approval of the minutes per a Member request.

- Brad Wilkie with the City of Lompoc joined the meeting during the presentation of Informational item # 16.

- 3. All NCPA Facilities, Members, SCPPA – Utilicast, LLC MTCSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Utilicast, LLC for miscellaneous energy and utility related consulting services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a current NCPA vendor. The current agreement with Utilicast, LLC is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Trimark Associates, Inc., Aspen Environmental Group, and Utility System Efficiencies, Inc. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

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

- 4. All NCPA Facilities, Members, SCPPA – Valley Power Systems North, Inc. MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Valley Power Systems North, Inc. for fire pump maintenance 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. The current agreement with Valley Power Systems North, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Bay Cities Pyrotector and Sabah International. A draft Commission Staff Report and the draft agreement were available for review. It is recommended 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 Valley Power Systems North, Inc. for fire pump maintenance 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, BART, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and TID. The motion passed.

- 5. All NCPA Facilities, Members, SCPPA – North American Substation Services, LLC MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with North American Substation

Services, LLC for transformer related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a current NCPA vendor. The current agreement with North American Substation Services, LLC is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has an agreement in place for similar services with VPF Transformer Consulting, Inc. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

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

6. Property Insurance Program Renewal for CY 2024 – Staff provided background information and was seeking a recommendation for Commission approval to renew the Agency's property insurance program for CY 2024.

One of the goals identified in the 2021-2026 Strategic Plan was to develop a long-term, cost-effective insurance coverage strategy while building solid relationships between the Agency and its insurers. FM Global has been insuring the Agency's property assets since 2021 and has become a trusted and valued partner. NCPA has a strong partnership with FM Global, and an excellent relationship with the account managers, engineers and company executives. FM Global offers engineering support, cyber security assessments, and responsive account managers/engineers. In addition, FM Global provides credits, upon Board approval, for continued membership in the Mutual.

NCPA will receive a 5% Membership Credit from FM Global in the amount of \$206,393 to be applied directly to the policy premium at renewal for CY24. In addition, NCPA will also receive a Resiliency Credit of \$206,393 (5%) for loss control recommendations with the goal of increasing plant resiliency and reducing FM Global's risk profile.

FM Global presented the Agency with two proposals for the CY24 Property Insurance renewal. Option one is to make no changes and keep Earth Movement coverage at \$70M. Option two is to lower the Earth Movement Coverage to \$40M, resulting in a \$300,000 premium credit. FM Global recommends option two as the maximum foreseeable loss at any one plant is less than \$40M; Agency staff agrees with this recommendation.

The Agency's two-year rate lock expired in CY23. Because of the expiration of the rate lock and the Agency's loss history in CY23, the rate used to calculate the total premium increased by 9%. In addition to the rate increase, the TIV of the Agency's assets also saw a sizeable increase driven by higher forecasted revenues at Geo and Hydro. The total premium for option 1 and option 2 are detailed below:

| | Option 1 | Option 2 |
|------------------------|---------------------|---------------------|
| 2023 TIV | \$ 1,570,733,112 | \$ 1,570,733,112 |
| 2023 Premium | \$ 4,559,729 | \$ 4,559,729 |
| 2023 TRIA | \$ 211,795 | \$ 211,795 |
| CA EM to \$40M Credit | \$ - | \$ 300,000 |
| 2023 Membership Credit | \$ 206,393 | \$ 206,393 |
| 2023 Resilience Credit | \$ 206,393 | \$ 206,393 |
| Net Premium: | \$ 4,358,738 | \$ 4,058,738 |

The property insurance premium is allocated based on the total insured value, calculated as Property Value + BI. Based on the recommendation of selection Option 2, the expected CY24 Property Insurance Renewal Premium is at a not-to-exceed of \$4,100,000. NCPA's commitment is an NTE of \$2,738,000, while LEC's commitment is an NTE of \$1,362,000 for the CY24 renewal.

Motion: A motion was made by Basil Wong and seconded by Jake Carter recommending Commission approval authorizing the General Manager to negotiate and bind Property Insurance coverage with FM Global for CY24 at a not-to-exceed premium of \$4,100,000. A vote was taken by roll call: YES = Alameda, BART, Biggs, Gridley, Lodi, Lompoc, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 7. Settlements Summary Results for FY 2023** – Staff provided background information and was seeking a recommendation for Commission approval of the FY2023 Annual Billing Settlement for the period of July 1, 2022 through June 30, 2023.

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$6.8 million or 1.0% of Collections (net of credits) through 6/30/23. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$2.8 million; (2) Management Services costs of \$2.0 million; and (3) Pass-Through Costs and Interest and Other Income of \$2.0 million.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

Motion: A motion was made by Jiayo Chiang and seconded by Brain Schinstock recommending Commission approval of the FY 2022-2023 Annual Billing Settlements. A vote was taken by roll call: YES = Alameda, BART, Biggs, Gridley, Lodi, Lompoc, Port of Oakland, Redding and Roseville. The motion passed.

- 8. First Amendment to Resolution 23-13, Revised Deposit Calculation Requirements for Schedule Coordination Program Agreement (SCPA), Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to Resolution 23-13 extending the temporary implementation timeframe through calendar year 2024 allowing staff to continue working with the Members to vet and approve changes to the program agreement terms. The temporary Schedule Coordination Program Agreements deposit calculation is based on the highest two months of estimated CAISO costs, and the temporary deposit calculation for the other Programs is based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market.

The Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program. On February 23, 2023, the Commission authorized the revised deposit calculation requirements for the Programs and authorized the General Manager or his designee to temporarily implement the revised deposit calculations through calendar year 2023.

Prior to the approval of the revised calculations, the pending fiscal year 2024 budget reflected that all but one member would be required to deposit additional funds into the Schedule Coordination Program Agreement Balancing Account (SCPA) for a total additional collection of \$9.0 million. With the application of the revised methodology, all members' SCPA balances fell within the calculation tolerance range, and no additional collections or refunds were required. As a result of the revised methodology, members' committed funds totaling \$7.9 million were released back to their available GOR balances for the other programs.

During calendar year 2024, staff will continue to work with Members to revise respective program agreements. The extension of time will provide the continued benefit of the revised calculation methodologies to participating members until the agreements have been amended by the Commission and the participating members' governing bodies. The deposit methodology requirements will be included in Policy No. 200-101, and the respective agreements will reference that policy. Each subsequent update will require Commission-approved updates to Policy No. 200-101.

This new methodology will not be applicable to the Purchase Agreements Between the Geysers Power Company, LLC and Northern California Power Agency and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC. This agreement will include a 3 month deposit requirement. Members have asked for a projection of the reserve requirement.

Motion: A motion was made by Jake Carter and seconded by Shiva Swaminathan recommending Commission approval of the First Amendment to Resolution 23-13 extending the temporary implementation timeframe through calendar year 2024 allowing staff to continue working with the Members to vet and approve changes to the program agreement terms. The temporary Schedule Coordination Program Agreements deposit calculation is based on the highest two months of estimated CAISO costs, and the temporary deposit calculation for the other Programs is based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market. A vote was taken by roll call: YES = Alameda, BART, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 9. NCPA Geothermal Plant 2 Fire System Modernization Project** – Staff presented background information and was seeking a recommendation for Commission approval of the Geothermal Plant 2 Fire System Modernization Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total project cost not to exceed \$778,855.50.

The fire protection system and supporting equipment at NCPA's Geothermal Plant 2 is malfunctioning, unserviceable, unsupported by the manufacturer, and is no longer considered reliable. NCPA Geothermal staff have determined this system must be replaced. The Plant 2 fire protection system is critical to the safety of NCPA personnel and the preservation of plant equipment in the event of a fire. Staff is seeking approval for a full replacement of the fire protection system in Plant 2, which includes the following:

- Replacement of fire alarm system that monitors the turbine generator building, fire pump house, cooling tower and outdoor transformers.
- Replacement of smoke detectors, strobes and horns.
- Replacement of water flow switches and valve supervisor devices.
- Replacement of air handling monitoring and shutdown capability.
- Replacement of extinguishing agent discharge monitoring system.

Project design will be routed to the CEC CBO for review. It should be noted that there is some risk for scope creep as a result of CEC engineering review.

The Geothermal Plant 2 Fire System Modernization Project forecast is shown below. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures. Below is a breakdown of the project costs:

- Contractor's Proposed Project Cost = \$589,650
- 27% Contingency = \$159,205.50
- CEC Reviews and Inspections = \$30,000
- **Not to Exceed Project Authorization Total = \$778,855.50**

This project will be funded through the following source:

- FY2024 Capital Project Budget = \$1,600,000

The total cost of this project is not to exceed \$778,855.50. This amount includes \$159,205.50, or approximately 27% in contingency funds. No cash collection or budget augmentation is required for this work.

CEQA information needs to be updated in the Staff Report.

Motion: A motion was made by Jake Carter and seconded by Josh Cook recommending Commission approval authorizing the NCPA Geothermal Plant 2 Fire System Modernization Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total project cost not to exceed \$778,855.50. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Roseville, and Santa Clara. ABSTAIN = BART, Port of Oakland, and Redding. The motion passed.

10. PPA and Third Phase Agreement for Transaction with ZWEDC – Staff presented background information and was seeking a recommendation for Commission approval of (i) a Power Purchase Agreement (PPA) between Zero Waste Energy Development Company, LLC (ZWEDC) and NCPA, and (ii) a Third Phase Agreement for Power Purchase Agreement with ZWEDC, to authorize NCPA to purchase SB 1383 compliant energy supply on behalf of the Participating Members.

Purchase Power Agreement (PPA)

- The cities of Santa Clara and Palo Alto requested that NCPA issue a Request for Proposals to purchase the following Products from an eligible facility:
 - Renewable Energy; compliant with SB 1383 Requirements
 - Capacity

- The proposal that was deemed responsive to this request, and that was determined to best satisfy the requirements, was submitted by Zero Waste Energy Development Company, LLC (ZWEDC).

NCPA has developed a PPA with ZWEDC based on the proposal received. NCPA has now completed the PPA negotiations.

ZWEDC Facility Information

- 1.6 MW biomass power plant
- Interconnection: CAISO BAA
- Resource ID: DIXNLD_1_LNDFL
- Owner: ZWEDC
- Operator: ZWEDC
- SC: Seller
- Term: 10 Year Term
- Products: Energy, Capacity and Environmental Attributes
- Cost: \$185.00 / MWh escalated annually concurrent with anniversary
 - Escalation percentage equal to the positive difference between the average Consumer Price Index ("CPI") percentage for the most recent 12 month period, limited to 2% per year

The seller will operate and schedule the facility into the CAISO markets. Settlements will be "netted" based on the PPA rate and CAISO market revenues. NCPA will take of the products at the point of interconnection. This facility will be SB 1383 compliant and RPS compliant at all times. In the event the facility is no longer SB 1383 compliant or RPS compliant, NCPA may elect to terminate the contract with no requirements of termination payment due to the Seller or Buyer.

Third Phase Agreement

This is an agreement between NCPA and participating Members to enable NCPA to enter into the PPA. By executing the Third Phase Agreement, the participating Members agree to purchase the products produced by ZWEDC under a "take-or-pay" agreement.

- Key Third Phase Agreement Provisions:
 - Specify the rights and obligations of NCPA and the Participants
 - Products will be delivered to the Participants based on their Project Participation Percentage
 - Each Participant agrees to pay for their share of Project Costs, Administrative Services Costs, scheduling coordination costs, and all other related costs
 - Establishes Security Deposit Requirements
 - Establishes rules for governance and other administrative functions

Motion: A motion was made by Basil Wong and seconded by Jim Stack recommending Commission approval authorizing the General Manager of Northern California Power Agency (NCPA) to enter into (i) the Power Purchase Agreement between Zero Waste Energy Development Company, LLC and Northern California Power Agency (PPA), and (ii) the Third Phase Agreement for Power Purchase Agreement with Zero Waste Energy Development Company, LLC (Third Phase Agreement), including any modifications to the Third Phase Agreement and any modifications to the PPA approved by the NCPA General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 11. Appointment of Facilities Committee Chair and Vice Chair** – Approve the appointment of the 2023 Vice Chair, Shiva Swaminathan, as the 2024 Chair and the nomination of Nick Rossow as the new Vice Chair.

Motion: A motion was made by Alan Harbottle and seconded by Jiayo Chiang recommending approval of the appointment of the 2023 Vice Chair, Shiva Swaminathan, as the 2024 Chair, and nominates Nick Rossow as the new Vice Chair. A vote was taken by roll call: YES = Alameda, BART, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

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

Grace Solar

- Project Details:
 - Developer: NextEra Energy Resources Development (NextEra)
 - Capacity: 50 MW “Slice”; Total 400-500 MW Project
 - Offer Price:
 - 15 Yr. @ \$45.73 / MWh Flat Solar PPA Rate
 - **20 Yr. @ \$41.97 / MWh Flat Solar PPA Rate**
 - Energy Only – no deliverability at this time
 - BAA Interconnection:
 - SCE Colorado River 230 kV substation
 - Blythe, Riverside County, CA
 - COD: December 2027
- Estimated Member Interest:
 - Biggs: 0.4 MW
 - Gridley: 0.6 MW
 - Healdsburg: 3.0 MW
 - Lodi: 10 MW to 15 MW
 - Lompoc: 5.0 MW
 - Palo Alto: 5.0 MW
 - Port of Oakland: 5.0 MW
 - Shasta Lake: 5.0 MW
 - SVP: 11.0 MW to 16.0 MW

- 13. FERC Transmission Rate Case Advocacy Program** – Staff discussed development and scope for a FERC Transmission Rate Case Advocacy Program.

TANC’s PA 6 Program is expiring at the end of 2023. NCPA will pick up TANC’s prior TO case work. Funds included in the FY 2024 budget to cover this expenditure are \$600,000. NCPA issued an RFP and solicited offers from rate case attorneys. Duncan Weinberg Genzer and Pembroke, P.C. (DWGP) was selected.

The next steps in the process is to obtain Commission approval to enter into contracts including an amendment to a Multi-Task Professional Services Agreement with DWGP and bill Members according to an approved cost split for funds actually incurred. Approval will be requested through a Commission Resolution. NCPA Staff and participating NCPA Members will develop a Transmission Owner Rate Case Program (the Program).

The Program Committee role will include setting annual program goals, and providing direction on the level of participation throughout the year. Staff propose a smaller group or committee to meet quarterly or as often as needed to direct work. All participants will receive information throughout the year.

Transmission Related Activities / Focus

- TO Rate Cases – NCPA TO Rate Case Program
- STAR Process – NCPA staff, with existing legal support and technical support
- CAISO TPP – NCPA staff, with existing legal support and technical support
- CAISO Interconnection Process – NCPA staff, with existing legal support and technical support
- Policy Objectives – NCPA L&R Team

Program Goals and Objectives

- Minimize the CAISO wheeling access charge increases; and
- Prioritize NCPA Member projects

14. Proposed Changes to NCPA's Energy Risk Management Regulations – Staff presented proposed changes to NCPA's Energy Risk Management Regulations.

General changes include grammatical changes as well as language simplification and clarification. Other proposed changes include product transaction limits, new definitions, and financial and physical coverage recommendations.

Product Transaction Limits in Appendix 4 changes would include:

- AGM of Power Management
 - Can enter into transactions for up to 60 consecutive/cumulative months
- Manager Portfolio and Pool Administration
 - Can enter into transactions for up to 24 consecutive months
- Scheduler and Planner
 - Increase from 10 to 20 days before the conclusion of the current month

New Definitions in Appendix 1 would include:

- "Financial Coverage"
 - Defines the percentage of a Member's forecasted load costs covered by the expected revenues from generating resources, IST, or PPA. The financial coverage a thermal resource provides is net of that resource's fuel cost.
- "Physical Coverage"
 - Defines the percentage of a Member's forecasted load that is covered by a physical generating resource, IST, or PPA. Physical coverage does not include coverage from a generation asset that doesn't have a contract or contracts for the delivery of natural gas.

Recommended Coverage in Appendix 9 include:

- Incorporates a broader view of analyzing a combination of:
 - Physical coverage;
 - Financial coverage;
 - Super peak hours coverage; and
 - Historical price volatility by month
- Leading towards a more robust and advanced monthly recommended coverage matrix to better hedge against risk

At the November ROC meeting staff will be seeking a recommendation for Commission approval.

15. NCPA Inter-Agency Resource Plan – Staff provided an update on the NCPA Inter-Agency Resource Plan, including presenting a draft version of the plan for Committee review/comment.

▪ **What is the IARP?**

- Inter-Agency Resource Plan
- A goal within NCPA's 2021-2026 NCPA Strategic Plan
- An NCPA and member document to prepare; develop and maintain diverse generation resource portfolio in accordance with or exceeding renewable portfolio standard and capacity obligations.

▪ **Why is important?**

- California Air Resources Board (CARB) established a plan to transition to a clean electrical energy economy by 2045
- Load growth is rising and existing generation is changing
 - Drastically reducing fossil fuels
 - Achieve carbon neutrality
 - Meeting energy efficiency goals
- This plan develops steps forward

IARP Evaluation Goals

▪ **Short Term 2021-2026**

- Identify Member's common needs (existing load and member owned resources)
- Conceptual plans of transition periods (effects of electrification and EV charging)
- Proposal & Economic Evaluation (increasing transmission costs)

▪ **Transition Term 2027-2030**

- New Capital Projects (Increase in inverter-based resources translates into falling system inertia, hence the need to consider H₂ combustion for generation plants).
- Adding Electrolyzers at LEC
- Upgrading CT2 (50 MW aero derivative turbine with H₂ compatibility)
- Add Storage Resources – H₂ & BESS

▪ **Long Term 2031-2045**

- Baseload Resources such as Geothermal Capital Improvements
- Peaking Resources such as CT 1 (25 MW combustion turbine, fuel with H₂)
- Storage Resources and Emerging Technology

NCPA Short Term Findings

- Pool and SVP meet RA requirements until 2026 when added capacity will be needed
- NCPA resources can satisfy energy requirements until 2026
- RPS mandates from SB 1020 can be met with NCPA resources until 2026

NCPA Mid-Term Findings

- Transition LEC to run on a blend of hydrogen and natural gas
- Plan for full hydrogen conversions for LEC, Lodi STIG, Lodi CT1 and Alameda CT1
- Add resources to cover capacity, energy and RPS requirements starting in 2025
- Evaluate energy storage options to manage renewables and provide RA

NCPA Long-term Findings

- Future resources are required to meet increasing Capacity and Energy needs
- To meet statutory and regulatory goals
 - *Meet RPS Requirement: 60% by 2030*
 - *Meet Retail Electricity Sales Requirements:*
 - 90% by 2035
 - 95% by 2040
 - 100% by 2045

16. Geothermal Steam Field Model – Staff provided an informational presentation regarding the latest Geothermal Steam Field Model.

Project Scope

- Develop numerical reservoir model of the Geysers Geothermal Field with an emphasis on NCPA lease
 - Utilize the ECLIPSE simulation software
 - Transition the model from previous TETRAD software
- Milestones
 - Task 1: Prepare well and resource data/history for model
 - Task 2: History matching and model calibration
 - Task 3: Reservoir Forecast (8 scenarios)
 - Task 4: Formal Report

Task 2: History Matching Data

- Wellhead temperature shows degree of superheat change from 2013-2022

Task 3: Forecasting – Confirm previous model indications

- Case 1: Base Case Forecast- 80% void replacement
 - Scenario 1: Steam Rate Constrained: How fast does pressure fall off
 - Scenario 2: Pressure Constrained: How fast does steam production fall off
- Case 2: Reduced SEGEP Injection – 30% mass replacement
 - Scenario 1&2 as Case 1
- Case 3: Increase SEGEP Injection – 100% mass replacement
 - Scenario 1&2 as Case 1
- Case 4: No Production – What happens to reservoir pressure
 - Can Pressure/Temperature rebound to initial conditions
- Case 5: Customized Schedule of production and injection
 - No production from March to June, injection during March to May

Each of these eight scenarios were discussed in great detail with the Members, providing graphs and data.

Conclusion

- All tasks have been completed by GeothermEx
 - GeothermEx remarks:
 - Model can be improved by calibrating against superheat conditions
 - Maintaining a lower level of injection allows a high steam production rate overall (this is assuming current injection strategy)
 - Results are consistent with measured data and reservoir understanding
 - Reservoir appears to be at a turning point where the model shows the bottom to be watering out – Need to confirm
- Potential work to be considered
 - Tracer history matching
 - Optimize trickled injection
 - Integrate NCG
 - Improve Superheat matching

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

CTs – CT1 had 17 starts, including 1 ghost, of 0 forecasted. FYTD total is 50 starts. CT2 had 8 starts of 0 forecasted. FYTD total is 26 starts.

- **Outages**

- **CT1 Lodi – Available.**

- On 10/18/23 @ 0830 thru 0854, CB52L SF6 circuit breaker low pressure alarm came in. After investigating, the CB pressure temperature compensation switch calibration might be off, these are lab tested. Added .8lbs of SF6 to top off circuit breaker.
 - On 10/27/23 @ 1400 thru 1600, Gas compressor lost communications, found a bad power supply card.
 - 10/28/23 & 10/29/23 @ 0600 thru 0900, Reported icing capacity derate due to ambient conditions.

- **CT1 Alameda – Available.**

- On 10/4/23 @ 1514 thru 1936, U1/U2 forced out due to air compressor trip on high discharge temp, found an air leak in the system. Leak was repaired and plant was restored.
 - On 10/10/23 @ 1546 we received a call for U1 exceptional dispatch, unit came online and we lost our back up ECN Communication network and had to dispatch an operator to the site. While operator was in route to Alameda @ 1645 the U1 tripped on Hi-Hi vibration on #1 inlet bearing. Found the vibration probe to be defective and was replaced. U1 returned to service on 10/11/23 @ 1145. ** Reason for CAISO exceptional dispatch was due to PG&E asking AMP to switch their island load to Oakland Station "J". PG&E needed to conduct maintenance at their Oakland Substation "C" XFRM from 10/10/23 thru 10/16/23.
 - From 10/10/23 thru 10/16/23- 0600 thru 2100 Alameda units were manned. CAISO dispatched one CT (20MW), to support PG&E station "C" work and to support Alameda island load. Both units were forced thru the same period from 2100 thru 0530 in the morning.
 - On 10/12/23 – AT&T ECN communications were restored and back on the main line.

- **CT2 STIG – Available.**

- 10/28/23 & 10/29/23 @ 0600 thru 0900, Reported icing capacity derate due to ambient conditions.

**NERC Cold weather implementation standard (EOP-012-1), operations is submitting a capacity derate to dispatch when ambient conditions have the potential for inlet icing based on temps <42* & humidity >65%. These ambient capacity derate do not constitute a forced outage.

2024 Planned Outages

- **CT1 Lodi-** 1/1/24 thru 1/31/24
 - **CT2 STIG-** 4/1/24 thru 4/30/24
 - **CT1 Alameda U1/U2-** 5/1/24 thru 5/31/24

- **CT1 Lodi Run Hours**

- YTD hours 32.2 of 200 Allowed (based on calendar year)

- **CT1 Alameda Diesel Hours**

- U1= 4.80 hrs. of 42 (during any consecutive 12 month period)
 - U2= 3.82 hrs. of 42 (during any consecutive 12 month period)

- **Safety and Environmental**

- There were two minor safety issues
 - No environmental issues to report

- **Staff reviewed the CAISO Commitment Runs for October 2023**

Hydro – Collierville (CV) Power House was at 59% availability due to the normal annual fall outage. The CV outage has now been completed. **New Spicer Meadows (NMS) Power House** was at 52% availability due to the PG&E TIGO during the month of October. The monthly

generation profiles for CV and NMS were shared with the Committee. Annual maintenance performed during the CV outage included turbine guide bearing inspection, turbine runner pit maintenance, runner and needle inspections, and E testing of the rotor. Staff from AMP visited the site during the Collierville outage. During the month 230 kV switching was performed and NSM received a battery replacement.

New Spicer Meadows Reservoir Storage

- 19,882 acre feet decrease (14%) month-over-month
- 145,182 acre feet to 125,300 acre feet
- Storage levels remain strong going into winter
- Optimizing stored water

Current Events

▪ Projects

- Completed CV outage 10/26
- Spicer Batter Replacement 10/30 for 2 weeks
- Beaver Creek Trash-rack Removal and Permitting
- Alpine and Utica Dam Maintenance
- Continued FEMA/OES damage coordination
- EAP face to face meeting coming up
- CCWD coordination meetings – next is December
- Snow damage repair work: design, permitting, fieldwork

Geo – There were no safety incidents for the month of October. Safety Training is 75% complete. Vegetation was performed along the steam pipelines. The average Net Generation for the month of October was 48 MW. The total net generation was 35.72 GWh. CY 2023 actual net generation = 455.4 GWh, which is 15.4% below forecast. CY net generation goal is 664.8 GWh. On October 11, 2023, the Unit 1 turbine rotor and diaphragms for the Unit 1 Steam Strainer Damage Project was transported to Reliable Turbine Services for repair. The Unit 4 damaged lube oil pump has been sent out for repairs. Metal debris has been found throughout the seal oil system. Machining on the turbine rotor shaft was performed to remove damage caused by the lube oil pump. Other annual maintenance is almost complete in the Unit 4 Overhaul Project. The projected return to service is November 15, 2023. Efforts are being made to shorten this timeline.

Geothermal Plant Projects Update to September 30, 2023 – The Administrative Services department provided cost and funding updates to the Committee for the Geothermal Plant 2023 projects including the Plant 2 Unit 4 Overhaul, the Plant 1 Steam Strainer Project, the Cooling Tower Temporary Measures, and the Crane Repairs. Staff also provided the Maintenance Preserve projection.

18. Planning and Operations Update – Staff reviewed the current water storage conditions, which still remain above average due to the exceptional water year. The Pacific gas storage versus the five year average was provided. Six new resources will be integrated into the NPCA systems during 2024. And, staff provided information regarding the Wildcat Energy Farm 1 Solar.

19. Next Meeting – The next Facilities Committee meeting is scheduled for December 6, 2023.

ADJOURNMENT


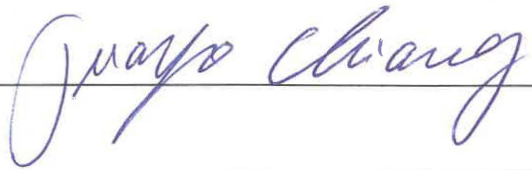

The meeting was adjourned at 1:44 pm by the Committee Chair.

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

[illegible]

**Northern California Power Agency
November 1, 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: November 30, 2023

SUBJECT: October 31, 2023 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

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

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the November 30, 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 October 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:

- October 31, 2023 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2023

Operations:

| | |
|---------------------------------|----------------------|
| Geothermal | \$ 1,745,583 |
| Hydroelectric | 3,465,060 |
| CT#1 Combustion Turbines | 282,122 |
| CT#2 STIG | 452,942 |
| Lodi Energy Center | 3,520,261 |
| NCPA Operating | 40,884,207 |
| Total | \$ 50,350,175 |

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

| |
|------------------------------------|
| PERCENT OF YEAR ELAPSED |
| 33% |

| | This Month | Actual Year To-Date | FY 2024 Budget | % Used | |
|---|-------------------|------------------------|----------------------|------------|-----|
| <u>GENERATION RESOURCES</u> | | | | | |
| <u>NCPA Plants</u> | | | | | |
| Hydroelectric | | | | | |
| Other Plant Cost | \$ 2,471,149 | \$ 8,048,386 | \$ 23,004,110 | 35% | |
| Debt Service (Net) | 2,887,166 | 11,548,665 | 34,645,995 | 33% | |
| Annual Budget Cost | 5,358,315 | 19,597,051 | 57,650,105 | 34% | |
| Geothermal | | | | | |
| Other Plant Cost | 3,677,359 | 13,382,882 | 46,526,658 | 29% | |
| Debt Service (Net) | 290,183 | 1,160,733 | 3,482,198 | 33% | |
| Annual Budget Cost | 3,967,542 | 14,543,615 | 50,008,856 | 29% | |
| Combustion Turbine No. 1 | | | | | |
| Fuel | 6,449 | 154,809 | 2,388,097 | 6% | |
| Other Plant Cost | 507,103 | 1,697,042 | 4,543,872 | 37% | (a) |
| Annual Budget Cost | 513,552 | 1,851,851 | 6,931,969 | 27% | |
| Combustion Turbine No. 2 (Stig) | | | | | |
| Fuel and Pipeline Transport Charges | 62,690 | 508,755 | 1,177,097 | 43% | (b) |
| Other Plant Cost | 149,554 | 843,226 | 2,981,807 | 28% | |
| Debt Service (Net) | 421,526 | 1,686,104 | 5,058,312 | 33% | |
| Annual Budget Cost | 633,770 | 3,038,085 | 9,217,216 | 33% | |
| Lodi Energy Center | | | | | |
| Fuel | 5,857,864 | 17,279,379 | 71,517,913 | 24% | |
| Other Plant Cost | 5,378,071 | 13,492,975 | 39,286,497 | 34% | |
| Debt Service (Net) | 2,166,020 | 8,664,079 | 25,992,239 | 33% | |
| Annual Budget Cost | 13,401,955 | 39,436,433 | 136,796,649 | 29% | |
| Member Resources - Energy | 6,559,314 | 27,034,008 | 70,124,965 | 39% | (c) |
| Member Resources - Energy (Customer) | 1,626 | 22,252 | 358,681 | 6% | |
| Member Resources - Natural Gas | 435,749 | 1,776,249 | 2,510,204 | 71% | (d) |
| Western Resources | 909,901 | 5,774,503 | 25,839,240 | 22% | |
| Market Power Purchases | 3,449,615 | 17,085,420 | 37,308,809 | 46% | (c) |
| Load Costs - CAISO | 41,263,170 | 148,212,537 | 691,439,249 | 21% | |
| Load Costs - CAISO (Customer) | 15,177,065 | 45,965,246 | 220,937,079 | 21% | |
| Net GHG Obligations | - | 211,200 | 1,362,776 | 15% | |
| Preliminary Surveys & Investigations | - | - | 300,000 | 0% | |
| | 91,671,574 | 324,548,450 | 1,310,785,798 | 25% | |
| <u>TRANSMISSION</u> | | | | | |
| <u>Independent System Operator</u> | | | | | |
| Grid Management Charge | 214,746 | 743,339 | 2,860,382 | 26% | |
| Wheeling Access Charge | 12,703,188 | 53,538,304 | 179,046,864 | 30% | |
| Ancillary Services | 307,512 | 1,660,584 | 10,376,526 | 16% | |
| Other ISO Charges/(Credits) | (561,576) | (4,650,456) | 3,478,258 | -134% | (e) |
| | 12,663,870 | 51,291,771 | 195,762,030 | | |
| Independent System Operator (Customer) | 2,219,949 | 6,763,711 | - | | |
| | 14,883,819 | 58,055,482 | 195,762,030 | 30% | |

Management Services continued on next page

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

| |
|--|
| PERCENT OF YEAR ELAPSED 33% |
|--|

| | This Month | Actual Year To-Date | FY 2024 Budget | % Used | |
|---|----------------------|------------------------|-----------------------|------------|-----|
| <u>MANAGEMENT SERVICES</u> | | | | | |
| Legislative & Regulatory | | | | | |
| Legislative Representation | 157,844 | 716,993 | 2,250,245 | 32% | |
| Regulatory Representation | 69,189 | 252,814 | 762,692 | 33% | |
| Western Representation | 37,343 | 111,339 | 767,880 | 14% | |
| Customer Programs | 37,385 | 157,001 | 648,513 | 24% | |
| Judicial Action | 40,812 | 151,156 | 1,064,000 | 14% | |
| Power Management | | | | | |
| System Control & Load Dispatch | 627,362 | 2,473,818 | 7,900,090 | 31% | |
| Forecasting, Planning, Prescheduling & Trading | 237,553 | 934,268 | 2,891,089 | 32% | |
| Industry Restructuring & Regulatory Affairs | 36,791 | 152,510 | 392,354 | 39% | (f) |
| Contract Admin, Interconnection Svcs & External Affairs | 86,021 | 366,337 | 1,176,376 | 31% | |
| Gas Purchase Program | 4,789 | 19,598 | 78,683 | 25% | |
| Market Purchase Project | 6,295 | 27,023 | 113,164 | 24% | |
| Energy Risk Management | | | | | |
| Settlements | 12,904 | 46,416 | 144,341 | 32% | |
| Integrated Systems Support | 56,379 | 195,562 | 1,075,571 | 18% | |
| Participant Pass Through Costs | 37,794 | 213,531 | 772,316 | 28% | |
| Support Services | 56,024 | 386,888 | 1,765,079 | 22% | |
| | 548,110 | 956,165 | - | N/A | (g) |
| | 2,052,595 | 7,161,419 | 21,802,393 | 33% | |
| TOTAL ANNUAL BUDGET COST | 108,607,988 | 389,765,351 | 1,528,350,221 | 26% | |
| <u>LESS: THIRD PARTY REVENUE</u> | | | | | |
| Plant ISO Energy Sales | 15,610,245 | 58,889,649 | 244,823,776 | 24% | |
| Member Resource ISO Energy Sales | 5,332,097 | 23,635,739 | 74,476,973 | 32% | |
| Member Owned Generation ISO Energy Sales | 15,701,799 | 55,497,238 | 179,428,631 | 31% | |
| Revenue from Customers | 5,197,682 | 15,594,972 | 70,212,295 | 22% | |
| Customer Owned Generation ISO Energy Sales | 150,358 | 378,553 | 154,465,980 | 0% | |
| NCPA Contracts ISO Energy Sales | 2,092,117 | 8,405,908 | 45,274,824 | 19% | |
| Western Resource Energy Sales | 2,989,679 | 15,156,422 | 31,462,876 | 48% | (h) |
| Load Energy Sales | 9,605,042 | 23,761,891 | - | N/A | |
| Ancillary Services Sales | 376,096 | 570,467 | 9,294,760 | 6% | |
| Transmission Sales | 9,198 | 36,792 | 110,376 | 33% | |
| Western Credits, Interest and Other Income | 4,823,192 | 25,311,532 | 44,090,343 | 57% | (i) |
| | 61,887,505 | 227,239,163 | 853,640,834 | 27% | |
| NET ANNUAL BUDGET COST TO PARTICIPANTS | \$ 46,720,483 | \$ 162,526,188 | \$ 674,709,387 | 24% | |

(a) Higher costs due to expenditure for Relay project. Costs expected to levelize for the remainder of the year.

(b) Increase due to the majority of projected generation occurring in the first three months of the fiscal year. Variance expected to levelize throughout the fiscal year.

(c) Increase due to higher than budgeted ISO Energy Purchases. Generation related to Member & NCPA Contracts is approximately 300% of YTD budgeted MWh as of 10/31/2023.

(d) Increase due to higher purchases by two participants compared to budget for the month. Variance expected to levelize throughout the fiscal year.

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

(f) Increase due to higher than budgeted labor effort attributed to Industry Restructuring. Variance expected to levelize throughout the fiscal year.

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

(h) Increase due to higher than budgeted volume of resources.

(i) Increase due to higher than budgeted third party market sales and member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

| | October 31 | |
|---|----------------|--------------|
| | 2023 | 2022 |
| | (in thousands) | |
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 74,095 | \$ 67,823 |
| Investments | 32,030 | 28,365 |
| Accounts receivable | | |
| Participants | 2,884 | - |
| Other | 3,282 | 1,257 |
| Interest receivable | 772 | 570 |
| Inventory and supplies | 6,513 | 6,511 |
| Prepaid expenses | 1,716 | 5,826 |
| TOTAL CURRENT ASSETS | 121,292 | 110,352 |
| RESTRICTED ASSETS | | |
| Cash and cash equivalents | 64,662 | 63,714 |
| Investments | 178,702 | 164,204 |
| Interest receivable | 101 | 18 |
| TOTAL RESTRICTED ASSETS | 243,465 | 227,936 |
| ELECTRIC PLANT | | |
| Electric plant in service | 1,603,318 | 1,601,222 |
| Less: accumulated depreciation & amortization | (1,128,963) | (1,092,280) |
| | 474,355 | 508,942 |
| Construction work-in-progress | 1,580 | 1,535 |
| TOTAL ELECTRIC PLANT | 475,935 | 510,477 |
| OTHER ASSETS | | |
| Regulatory assets | 155,330 | 177,471 |
| Investment in associated company | 265 | 265 |
| TOTAL ASSETS | 996,287 | 1,026,501 |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| Excess cost on refunding of debt | 607 | 1,215 |
| Pension and OPEB deferrals | 25,345 | 14,141 |
| Asset retirement obligations | 62,417 | 61,722 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | 88,369 | 77,078 |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | \$ 1,084,656 | \$ 1,103,579 |

COMBINED STATEMENTS OF NET POSITION**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS****UNAUDITED**

| | October 31 | |
|--|----------------|--------------|
| | 2023 | 2022 |
| | (in thousands) | |
| LIABILITIES | | |
| CURRENT LIABILITIES | | |
| Accounts payable and accrued expenses | \$ 43,994 | \$ 56,128 |
| Member advances | 4,093 | 993 |
| Operating reserves | 26,577 | 21,312 |
| Current portion of long-term debt | 55,778 | 54,798 |
| Accrued interest payable | 7,596 | 8,272 |
| TOTAL CURRENT LIABILITIES | 138,038 | 141,503 |
| NON-CURRENT LIABILITIES | | |
| Net pension and OPEB liabilities | 56,556 | 30,112 |
| Operating reserves and other deposits | 163,656 | 152,216 |
| Asset retirement obligations | 72,653 | 70,202 |
| Long-term debt, net | 498,002 | 556,399 |
| TOTAL NON-CURRENT LIABILITIES | 790,867 | 808,929 |
| TOTAL LIABILITIES | 928,905 | 950,432 |
| DEFERRED INFLOWS OF RESOURCES | | |
| Regulatory credits | 91,459 | 94,239 |
| Pension and OPEB deferrals | 2,112 | 19,950 |
| TOTAL DEFERRED INFLOWS OF RESOURCES | 93,571 | 114,189 |
| NET POSITION | | |
| Net investment in capital assets | (61,360) | (84,445) |
| Restricted | 16,929 | 17,241 |
| Unrestricted | 106,611 | 106,162 |
| TOTAL NET POSITION | 62,180 | 38,958 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION | \$ 1,084,656 | \$ 1,103,579 |

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

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

UNAUDITED

| | For the Four Months Ended October 31, | |
|-------------------------------------|---------------------------------------|------------|
| | 2023 | 2022 |
| | (in thousands) | |
| OPERATING REVENUES | | |
| Participants | \$ 189,130 | \$ 221,876 |
| Other Third-Party | 97,256 | 160,106 |
| TOTAL OPERATING REVENUES | 286,386 | 381,982 |
| OPERATING EXPENSES | | |
| Purchased power | 117,759 | 187,672 |
| Operations | 40,282 | 49,237 |
| Transmission | 63,662 | 88,935 |
| Depreciation & amortization | 10,272 | 10,268 |
| Maintenance | 10,232 | 13,226 |
| Administrative and general | 7,539 | 7,463 |
| TOTAL OPERATING EXPENSES | 249,746 | 356,801 |
| NET OPERATING REVENUES | 36,640 | 25,181 |
| NON OPERATING (EXPENSES) REVENUES | | |
| Interest expense | (6,249) | (6,980) |
| Interest income | 17,796 | 13,018 |
| Other | 3,058 | 5,173 |
| TOTAL NON OPERATING EXPENSES | 14,605 | 11,211 |
| FUTURE RECOVERABLE AMOUNTS | (8,593) | (8,258) |
| REFUNDS TO PARTICIPANTS | (6,827) | (5,873) |
| INCREASE (DECREASE) IN NET POSITION | 35,825 | 22,261 |
| NET POSITION, Beginning of year | 26,355 | 16,697 |
| NET POSITION, Period ended | \$ 62,180 | \$ 38,958 |

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

| October 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 | \$ 169 | \$ - | \$ - | \$ 941 | \$ 72,983 | \$ 74,095 |
| Investments | - | - | - | - | - | - | - | - | 32,030 | 32,030 |
| Accounts receivable | | | | | | | | | | |
| Participants | - | - | - | - | - | - | - | - | 2,884 | 2,884 |
| Other | - | - | - | - | - | - | 2,136 | - | 1,146 | 3,282 |
| Interest receivable | 145 | 156 | - | - | 40 | - | 56 | - | 375 | 772 |
| Inventory and supplies | 1,854 | 1,575 | 285 | 429 | 2,370 | - | - | - | - | 6,513 |
| Prepaid expenses | 63 | 75 | 4 | 7 | 137 | - | - | (94) | 1,524 | 1,716 |
| Due from Agency and other programs* | 20,386 | 1,277 | 3,927 | 5,055 | 32,108 | - | 26,511 | 9,396 | (98,660) | - |
| TOTAL CURRENT ASSETS | 22,448 | 3,083 | 4,217 | 5,492 | 34,824 | - | 28,703 | 10,243 | 12,282 | 121,292 |
| RESTRICTED ASSETS | | | | | | | | | | |
| Cash and cash equivalents | 333 | 6,314 | 1 | - | 7,971 | - | 29,301 | - | 20,742 | 64,662 |
| Investments | 31,646 | 39,758 | 1,273 | - | 31,337 | - | 17,711 | - | 56,977 | 178,702 |
| Interest receivable | - | 11 | - | - | 90 | - | - | - | - | 101 |
| TOTAL RESTRICTED ASSETS | 31,979 | 46,083 | 1,274 | - | 39,398 | - | 47,012 | - | 77,719 | 243,465 |
| ELECTRIC PLANT | | | | | | | | | | |
| Electric plant in service | 579,046 | 395,694 | 65,473 | 38,343 | 447,507 | 7,736 | 61,427 | 1,116 | 6,976 | 1,603,318 |
| Less: accumulated depreciation & amortization | (554,772) | (312,764) | (60,168) | (35,705) | (143,702) | (7,736) | (8,498) | (844) | (4,774) | (1,128,963) |
| | 24,274 | 82,930 | 5,305 | 2,638 | 303,805 | - | 52,929 | 272 | 2,202 | 474,355 |
| Construction work-in-progress | - | - | - | - | - | - | - | - | 1,580 | 1,580 |
| TOTAL ELECTRIC PLANT | 24,274 | 82,930 | 5,305 | 2,638 | 303,805 | - | 52,929 | 272 | 3,782 | 475,935 |
| OTHER ASSETS | | | | | | | | | | |
| Regulatory assets | - | 88,924 | - | - | 28,825 | - | - | - | 37,581 | 155,330 |
| Investment in associated company | - | - | - | - | - | - | - | - | 265 | 265 |
| TOTAL ASSETS | 78,701 | 221,020 | 10,796 | 8,130 | 406,852 | - | 128,644 | 10,515 | 131,629 | 996,287 |
| DEFERRED OUTFLOWS OF RESOURCES | | | | | | | | | | |
| Excess cost on refunding of debt | 203 | - | - | - | 404 | - | - | - | - | 607 |
| Pension and OPEB deferrals | - | - | - | - | - | - | - | - | 25,345 | 25,345 |
| Asset retirement obligations | 62,040 | - | 176 | - | 201 | - | - | - | - | 62,417 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | 62,243 | - | 176 | - | 605 | - | - | - | 25,345 | 88,369 |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | \$ 140,944 | \$ 221,020 | \$ 10,972 | \$ 8,130 | \$ 407,457 | \$ - | \$ 128,644 | \$ 10,515 | \$ 156,974 | \$ 1,084,656 |

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

| October 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 | \$ 470 | \$ 245 | \$ 1 | \$ 1 | \$ 5,628 | \$ - | \$ 29,033 | \$ - | \$ 8,616 | \$ 43,994 |
| Member advances | 3,791 | - | - | - | - | - | - | 302 | - | 4,093 |
| Operating reserves | 3,036 | 250 | 617 | 3,721 | 18,953 | - | - | - | - | 26,577 |
| Current portion of long-term debt | 3,425 | 27,420 | 4,825 | - | 14,238 | - | 5,805 | - | 65 | 55,778 |
| Accrued interest payable | 19 | 2,409 | 14 | - | 5,154 | - | - | - | - | 7,596 |
| TOTAL CURRENT LIABILITIES | 10,741 | 30,324 | 5,457 | 3,722 | 43,973 | - | 34,838 | 302 | 8,681 | 138,038 |
| NON-CURRENT LIABILITIES | | | | | | | | | | |
| Net pension and OPEB liability | - | - | - | - | - | - | - | - | 56,556 | 56,556 |
| Operating reserves and other deposits | 1,500 | 31,358 | - | - | 165 | - | 48,618 | 3,415 | 78,600 | 163,656 |
| Asset retirement obligations | 72,276 | - | 176 | - | 201 | - | - | - | - | 72,653 |
| Long-term debt, net | - | 148,103 | 932 | - | 301,711 | - | 47,123 | - | 133 | 498,002 |
| TOTAL NON-CURRENT LIABILITIES | 73,776 | 179,461 | 1,108 | - | 302,077 | - | 95,741 | 3,415 | 135,289 | 790,867 |
| TOTAL LIABILITIES | 84,517 | 209,785 | 6,565 | 3,722 | 346,050 | - | 130,579 | 3,717 | 143,970 | 928,905 |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | | | | |
| Regulatory credits | 38,127 | 7,303 | 2,721 | 2,771 | 36,904 | - | - | 272 | 3,361 | 91,459 |
| Pension and OPEB deferrals | - | - | - | - | - | - | - | - | 2,112 | 2,112 |
| TOTAL DEFERRED INFLOWS OF RESOURCES | 38,127 | 7,303 | 2,721 | 2,771 | 36,904 | - | - | 272 | 5,473 | 93,571 |
| NET POSITION | | | | | | | | | | |
| Net investment in capital assets | 20,850 | (89,861) | (206) | 2,638 | 1,361 | - | - | 272 | 3,586 | (61,360) |
| Restricted | 1,151 | 8,597 | 1,259 | - | 5,922 | - | - | - | - | 16,929 |
| Unrestricted | (3,701) | 85,196 | 633 | (1,001) | 17,220 | - | (1,935) | 6,254 | 3,945 | 106,611 |
| TOTAL NET POSITION | 18,300 | 3,932 | 1,686 | 1,637 | 24,503 | - | (1,935) | 6,526 | 7,531 | 62,180 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION | \$ 140,944 | \$ 221,020 | \$ 10,972 | \$ 8,130 | \$ 407,457 | \$ - | \$ 128,644 | \$ 10,515 | \$ 156,974 | \$ 1,084,656 |

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 Four Months Ended October 31, 2023 | | | | | | | | | | | |
|--|------------|---------------|-----------------------------------|---------------|-----------------------|--------------|--------------------------------------|----------------------------------|-----------------|------------|--|
| GENERATING & TRANSMISSION RESOURCES | | | | | | | | | | | |
| | Geothermal | Hydroelectric | Multiple Capital Facilities | CT No. One | Lodi Energy Center | Transmission | Purchased Power & Transmission | Associated Member Services | Other Agency | Combined | |
| OPERATING REVENUES | | | | | | | | | | | |
| Participants | \$ 7,785 | \$ 2,795 | \$ 1,922 | \$ 1,495 | \$ 26,302 | \$ - | \$ 140,529 | \$ 7,252 | \$ 1,050 | \$ 189,130 | |
| Other Third-Party | 12,141 | 15,087 | 1,051 | 1,083 | 30,195 | - | 36,697 | 1,002 | - | 97,256 | |
| TOTAL OPERATING REVENUES | 19,926 | 17,882 | 2,973 | 2,578 | 56,497 | - | 177,226 | 8,254 | 1,050 | 286,386 | |
| OPERATING EXPENSES | | | | | | | | | | | |
| Purchased power | 135 | 1,537 | 54 | 239 | 1,276 | - | 114,518 | - | - | 117,759 | |
| Operations | 6,693 | 1,822 | 828 | 450 | 25,163 | - | 1,777 | 3,549 | - | 40,282 | |
| Transmission | 144 | 172 | 2 | 1 | 271 | - | 63,070 | 2 | - | 63,662 | |
| Depreciation & amortization | 1,313 | 3,207 | 737 | 111 | 4,718 | - | - | 51 | 135 | 10,272 | |
| Maintenance | 4,690 | 2,729 | 192 | 614 | 1,961 | - | - | 46 | - | 10,232 | |
| Administrative and general | 2,240 | 1,568 | 257 | 341 | 2,400 | - | - | 2,793 | (2,060) | 7,539 | |
| Intercompany (sales) purchases, net* | (300) | 121 | 22 | 28 | 131 | - | - | (2) | - | - | |
| TOTAL OPERATING EXPENSES | 14,915 | 11,156 | 2,092 | 1,784 | 35,920 | - | 179,365 | 6,439 | (1,925) | 249,746 | |
| NET OPERATING REVENUES | 5,011 | 6,726 | 881 | 794 | 20,577 | - | (2,139) | 1,815 | 2,975 | 36,640 | |
| NON OPERATING (EXPENSES) REVENUES | | | | | | | | | | | |
| Interest expense | (109) | (1,965) | 50 | - | (4,225) | - | - | - | - | (6,249) | |
| Interest income | 3,633 | 1,785 | 70 | 58 | 2,097 | - | 2,482 | 89 | 7,582 | 17,796 | |
| Other | - | 26 | 944 | - | 1,756 | - | - | - | 332 | 3,058 | |
| TOTAL NON OPERATING (EXPENSES) REVENUES | 3,524 | (154) | 1,064 | 58 | (372) | - | 2,482 | 89 | 7,914 | 14,605 | |
| FUTURE RECOVERABLE AMOUNTS | (350) | (6,905) | (1,022) | - | (316) | - | - | - | - | (8,593) | |
| REFUNDS TO PARTICIPANTS | 442 | 176 | (94) | 109 | - | - | (1,849) | (679) | (4,932) | (6,827) | |
| INCREASE (DECREASE) IN NET POSITION | 8,627 | (157) | 829 | 961 | 19,889 | - | (1,506) | 1,225 | 5,957 | 35,825 | |
| NET POSITION, Beginning of year | 9,673 | 4,089 | 857 | 676 | 4,614 | - | (429) | 5,301 | 1,574 | 26,355 | |
| NET POSITION, Period ended | \$ 18,300 | \$ 3,932 | \$ 1,686 | \$ 1,637 | \$ 24,503 | \$ - | \$ (1,935) | \$ 6,526 | \$ 7,531 | \$ 62,180 | |

* Eliminated in Combination

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

| <u>Status</u> | <u>Participant / Customer</u> | <u>Description</u> | <u>Amount</u> |
|---|-------------------------------|-------------------------|---------------------|
| CURRENT | | | \$ 5,067,406 |
| PAST DUE: | | | |
| 1 - 30 | Lodi | Vendor Support Services | 4,587 * |
| | East Bay Community Energy | GHG Allowances | 1,091,872 * |
| | City of Vernon | Vendor Support Services | 2,278 * |
| 31 - 60 | | | |
| 61 - 90 | | | |
| 91 - 120 | | | |
| Over 120 Days | | | |
| PARTICIPANT and OTHER RECEIVABLES (net) | | | <u>\$ 6,166,143</u> |

* Denotes items paid/applied after October 31, 2023.

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2023

Operations:

| | |
|---------------------------------|----------------------|
| Geothermal | \$ 1,745,583 |
| Hydroelectric | 3,465,060 |
| CT#1 Combustion Turbines | 282,122 |
| CT#2 STIG | 452,942 |
| Lodi Energy Center | 3,520,261 |
| NCPA Operating | 40,884,207 |
| Total | \$ 50,350,175 |




11

Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for October 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 \$1,093,324 of which approximately \$884 was applicable to Special and Reserve Fund Deposits, \$4,396 to Debt Service and \$1,088,044 to Operations and other.

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

Investments – The carrying value of NCPA's investment portfolio totaled \$336,765,817 at month end. The current market value of the portfolio totaled \$322,142,786.

The overall portfolio had a combined weighted average interest rate of 3.560% with a bond equivalent yield (yield to maturity) of 3.609%. Investments with a maturity greater than one year totaled \$175,285,000. October maturities totaled \$9,228,220 and monthly receipts totaled \$45 million. During the month \$10 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 2 basis points from 5.57% to 5.59% and rates on one-year T-Bills decreased 5 basis points from 5.46% to 5.41%.

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

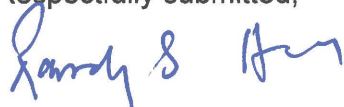
FISCAL IMPACT:

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 October 31, 2023

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

OCTOBER 31, 2023

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| DETAIL REPORT OF INVESTMENTS | APPENDIX |

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
October 31, 2023**

| | CASH | INVESTMENTS | TOTAL | PERCENT |
|-------------------|---------------------|-----------------------|-----------------------|----------------|
| NCPA FUNDS | | | | |
| Operating | \$ 1,076,753 | \$ 140,418,608 | \$ 141,495,361 | 41.88% |
| Special Deposits | 11,291 | - | 11,291 | 0.00% |
| Debt Service | 4,396 | 24,420,133 | 24,424,529 | 7.23% |
| Special & Reserve | 884 | 171,927,076 | 171,927,960 | 50.89% |
| | \$ 1,093,324 | \$ 336,765,817 | \$ 337,859,141 | 100.00% |

Portfolio Investments at Market Value

\$ 322,142,786

NOTE A - Investment amounts shown at book carrying value.

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

| | RECEIPTS | | | EXPENDITURES | | | CASH INCREASE / (DECREASE) |
|-------------------|----------------------|------------------------------|---------------------------------|------------------------|---------------------------------|--|---|
| | OPS/CONSTR | INTEREST (NOTE B) | INVESTMENTS (NOTE A) | OPS/CONSTR | INVESTMENTS (NOTE B) | INTER-COMPANY/ FUND TRANSFERS | |
| NCPA FUNDS | | | | | | | |
| Operating | \$ 45,055,699 | \$ 469,526 | \$ 7,455,632 | \$ (19,073,384) | \$ (1,630,909) | \$ (31,301,491) | \$ 975,073 |
| Special Deposits | 385,156 | - | - | (25,656,612) | - | 25,269,118 | (2,338) |
| Debt Service | 488 | 1 | 1,128 | - | (5,618,647) | 5,617,893 | 863 |
| Special & Reserve | - | 415,859 | 1,771,460 | - | (2,601,799) | 414,480 | - |
| | \$ 45,441,343 | \$ 885,386 | \$ 9,228,220 | \$ (44,729,996) | \$ (9,851,355) | \$ - | \$ 973,598 |

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
October 31, 2023**

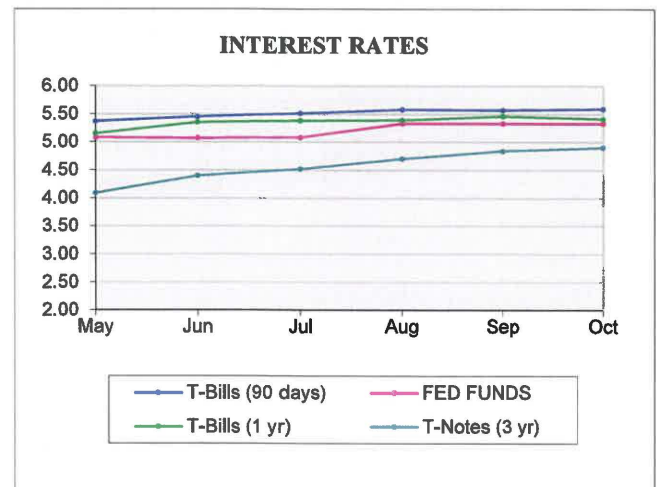
| | | | (NON-CASH) | (NON-CASH) | INVESTMENTS | |
|--|---------------------|-----------------------|-------------------|-------------|-------------|--------------------------|
| | PURCHASED | SOLD OR | DISC/(PREM) | GAIN/(LOSS) | TRANSFERS | INCREASE / |
| | | MATURED | AMORT | ON SALE | | (DECREASE) |
| NCPA FUNDS | | | | | | |
| Operating | \$ 1,630,909 | \$ (7,455,632) | \$ 89 | \$ - | \$ - | \$ (5,824,634) |
| Special Deposits | - | - | - | - | - | - |
| Debt Service | 5,618,647 | (1,128) | 91,310 | - | - | 5,708,829 |
| Special & Reserve | 2,601,799 | (1,771,460) | 24,487 | - | - | 854,826 |
| | <u>\$ 9,851,355</u> | <u>\$ (9,228,220)</u> | <u>\$ 115,886</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 739,021</u> |
| Less Non- Cash Activity | | | | | | |
| Disc/(Prem) Amortization & Gain/(Loss) on Sale | | | | | | <u>(115,886)</u> |
| Net Change in Investment --Before Non-Cash Activity | | | | | | <u><u>\$ 623,135</u></u> |

NOTE A -Investment amounts shown at book carrying value.

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

| | WEIGHTED AVERAGE INTEREST RATE | BOND EQUIVALENT YIELD |
|-------------------------|---|--------------------------------------|
| OVERALL COMBINED | 3.560% | 3.609% |
| OPERATING FUNDS: | 3.680% | 3.690% |
| PROJECTS: | | |
| Geothermal | 2.198% | 2.305% |
| Capital Facilities | 5.298% | 5.474% |
| Hydroelectric | 3.736% | 3.911% |
| Lodi Energy Center | 3.709% | 3.753% |

| KEY INTEREST RATES | | |
|---------------------------|----------------|-----------------------|
| | CURRENT | PRIOR YEAR |
| Fed Fds (Overnight) | 5.33% | 3.08% |
| T-Bills (90da.) | 5.59% | 4.14% |
| Agency Disc (90da.) | 5.40% | 4.07% |
| T-Bills (1yr.) | 5.41% | 4.56% |
| Agency Disc (1yr.) | 5.27% | 4.55% |
| T-Notes (3yr.) | 4.90% | 4.41% |



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

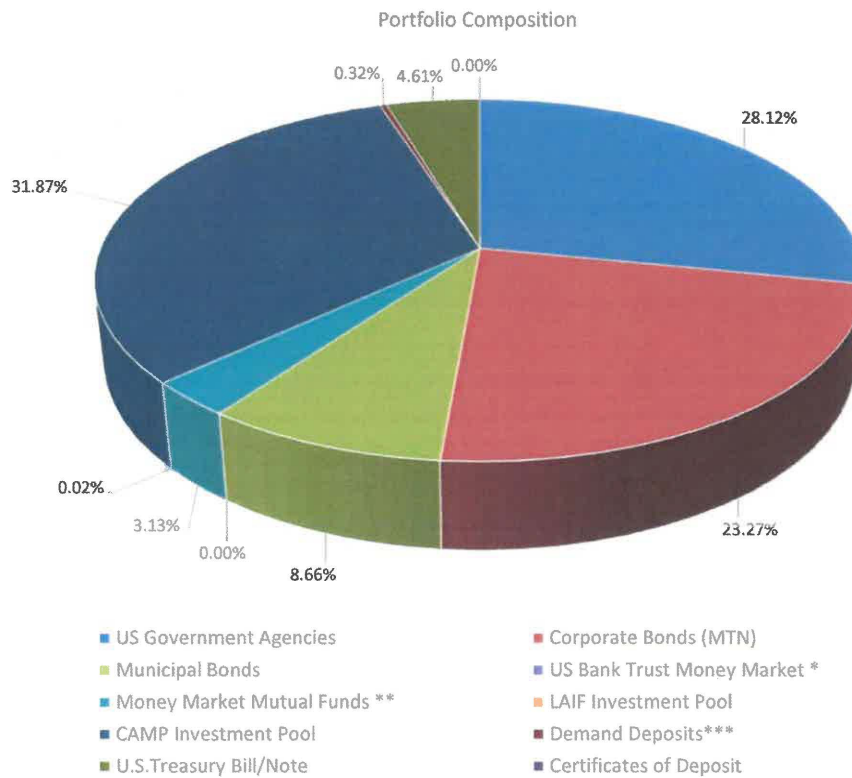
| Type | 0-7 Days | 8-90 Days | 91-180 Days | 181-270 Days | 271-365 Days | 1-5 Years | 6-10 Years | Total | Percent |
|------------------------------|-------------|--------------|----------------|-----------------|-----------------|--------------|---------------|------------|---------|
| US Government Agencies | \$ - | \$ 14,133 | \$ 2,590 | \$ 985 | \$ 3,820 | \$ 63,609 | \$ 10,182 | \$ 95,319 | 28.12% |
| Corporate Bonds (MTN) | - | 1,500 | 2,068 | 185 | - | 75,084 | - | 78,837 | 23.27% |
| Municipal Bonds | - | - | - | - | 2,915 | 23,425 | 2,985 | 29,325 | 8.66% |
| US Bank Trust Money Market * | 3 | - | - | - | - | - | - | 3 | 0.00% |
| Money Market Mutual Funds ** | 10,593 | - | - | - | - | - | - | 10,593 | 3.13% |
| LAIF Investment Pool | 52 | - | - | - | - | - | - | 52 | 0.02% |
| CAMP Investment Pool | 107,985 | - | - | - | - | - | - | 107,985 | 31.87% |
| Demand Deposits*** | 1,077 | - | - | - | - | - | - | 1,077 | 0.32% |
| U.S.Treasury Bill/Note | - | 12,926 | - | 2,688 | - | - | - | 15,614 | 4.61% |
| Certificates of Deposit | - | 10 | - | - | - | - | - | 10 | 0.00% |
| Total Dollars | \$ 119,710 | \$28,569 | \$4,658 | \$3,858 | \$ 6,735 | \$162,118 | \$13,167 | \$ 338,815 | 100.00% |
| Total Percents | 35.33% | 8.43% | 1.37% | 1.14% | 1.99% | 47.85% | 3.89% | 100.00% | |

Investments are shown at Face Value, in thousands.

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

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

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



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

10/31/2023

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 |
|---------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|-----------|--------------|----------------|
| S Bank, N.A. | USB | 0 | 2.550 | | 0 | | 1 | 2.550 | 0 | SYS70101 | 70101 | 0 |
| First American Govt. | USBGC | 13,344 | 5.220 | | 13,344 | | 1 | 5.220 | 13,344 | SYS70014 | 70014 | 13,344 |
| First American Funds | USB | 10,329,000 | 5.148 | | 10,329,000 | | 1 | 5.148 | 10,329,000 | SYS70102 | 70102 | 10,329,000 |
| California Asset Mgm | CMP | 61,489,312 | 5.550 | 10/19/2018 | 61,489,312 | | 1 | 5.550 | 61,489,312 | SYS70070 | 70070 | 61,489,312 |
| Local Agency Investm | LAIF | 52,199 | 3.590 | | 52,199 | | 1 | 3.590 | 52,199 | SYS70000 | 70000 | 52,199 |
| S Bank | USB | 1,076,753 | 0.001 | | 1,076,753 | | 1 | 0.001 | 1,076,753 | SYS70050 | 70050 | 1,076,753 |
| S Bank | USB | 10,000 | 0.050 | 10/07/2023 | 10,000 | 01/07/2024 | 67 | 0.050 | 10,000 | SYS30335 | 30335 | 10,000 |
| P Morgan | USBGC | 500,000 | 3.875 | 02/15/2019 | 514,550 | 02/01/2024 | 92 | 3.561 | 497,545 | 46625HJT8 | 26760 | 500,733 |
| Federal Farm Credit | USBGC | 200,000 | 5.125 | 02/28/2023 | 199,964 | 02/28/2024 | 119 | 5.143 | 199,652 | 3133EPCB9 | 27554 | 199,988 |
| American Honda Finan | USBGC | 185,000 | 0.550 | 04/17/2023 | 176,124 | 07/12/2024 | 254 | 4.586 | 178,479 | 02665WDS7 | 27575 | 179,993 |
| East Side Union High | USBGC | 500,000 | 0.820 | 10/29/2020 | 500,000 | 08/01/2024 | 274 | 0.878 | 482,845 | 275282PR6 | 27105 | 500,000 |
| A St Dept of Wtr Re | USBGC | 600,000 | 0.560 | 08/06/2020 | 600,000 | 12/01/2024 | 396 | 0.584 | 569,304 | 13067WRB0 | 27055 | 600,000 |
| S Bank, N.A. | USBGC | 500,000 | 2.800 | 02/07/2020 | 522,560 | 01/27/2025 | 453 | 1.846 | 479,705 | 90331HMS9 | 26947 | 505,621 |
| State of Louisiana | USBGC | 260,000 | 0.697 | 02/25/2021 | 260,000 | 06/15/2025 | 592 | 0.730 | 240,237 | 546486BV2 | 27178 | 260,000 |
| Kashville Met Gov | USBGC | 500,000 | 0.610 | 09/18/2023 | 500,000 | 07/01/2025 | 608 | 0.609 | 460,830 | 592112XC5 | 27642 | 500,000 |
| City of Phoenix AZ | USBGC | 500,000 | 0.959 | 08/25/2020 | 500,000 | 07/01/2025 | 608 | 0.990 | 463,935 | 71884AF20 | 27058 | 500,000 |
| Wisconsin Dept Trans | USBGC | 500,000 | 0.774 | 07/30/2020 | 500,000 | 07/01/2025 | 608 | 0.787 | 463,830 | 977123X78 | 27041 | 500,000 |
| Met Life Glob Fundin | USBGC | 1,000,000 | 0.950 | 03/04/2022 | 961,800 | 07/02/2025 | 609 | 2.145 | 922,400 | 59217GEJ4 | 27375 | 980,836 |
| East Side Union High | USBGC | 1,000,000 | 0.940 | 10/29/2020 | 1,000,000 | 08/01/2025 | 639 | 0.992 | 926,430 | 275282PS4 | 27106 | 1,000,000 |
| Federal National Mtg | USBGC | 1,000,000 | 0.650 | 12/21/2020 | 1,005,200 | 11/18/2025 | 748 | 0.542 | 912,600 | 3135GA4P3 | 27137 | 1,002,169 |
| P Morgan | USBGC | 250,000 | 0.825 | 12/22/2020 | 250,000 | 12/22/2025 | 782 | 0.825 | 222,080 | 48128GY53 | 27138 | 250,000 |
| Toyota Motor Credit | USBGC | 500,000 | 0.700 | 01/21/2021 | 500,000 | 01/20/2026 | 811 | 0.699 | 452,550 | 89236THY4 | 27149 | 500,000 |
| Federal Home Loan Ba | USBGC | 375,000 | 0.500 | 02/25/2021 | 375,000 | 02/25/2026 | 847 | 0.500 | 338,336 | 3130AKXX9 | 27179 | 375,000 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 2.500 | 02/28/2022 | 1,000,000 | 02/27/2026 | 849 | 2.248 | 945,330 | 3130AQZV8 | 27366 | 1,000,000 |
| Visco Systems Inc. | USBGC | 102,000 | 2.950 | 11/18/2022 | 98,129 | 02/28/2026 | 850 | 4.200 | 96,831 | 17275RBC5 | 27480 | 99,254 |
| Federal Farm Credit | USBGC | 1,100,000 | 0.800 | 03/09/2021 | 1,100,000 | 03/09/2026 | 859 | 0.800 | 994,466 | 3133EMSU7 | 27200 | 1,100,000 |
| United Health Group | USBGC | 500,000 | 1.150 | 06/28/2021 | 501,660 | 05/15/2026 | 926 | 1.079 | 451,415 | 91324PEC2 | 27230 | 500,864 |
| Bank of America Corp | USBGC | 1,700,000 | 1.250 | 05/28/2021 | 1,700,000 | 05/28/2026 | 939 | 1.250 | 1,498,227 | 06048WM31 | 27225 | 1,700,000 |
| Met Govt Nashville & | USBGC | 250,000 | 1.181 | 10/14/2021 | 250,000 | 07/01/2026 | 973 | 1.181 | 223,065 | 592098X77 | 27291 | 250,000 |
| San Diego CA Unif Sc | USBGC | 250,000 | 1.201 | 10/21/2021 | 250,000 | 07/01/2026 | 973 | 1.201 | 225,138 | 797356DF6 | 27298 | 250,000 |
| Fidelity Mutual Global Fu | USBGC | 500,000 | 1.200 | 08/02/2021 | 503,610 | 07/16/2026 | 988 | 1.050 | 443,305 | 57629WDE7 | 27247 | 501,973 |
| County of Bexar TX | USBGC | 100,000 | 1.272 | 09/23/2021 | 100,000 | 08/15/2026 | 1,018 | 1.272 | 89,237 | 088518NV3 | 27273 | 100,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 0.875 | 08/17/2021 | 500,000 | 08/17/2026 | 1,020 | 0.875 | 445,065 | 3130ANGX2 | 27252 | 500,000 |
| P Morgan | USBGC | 1,000,000 | 1.150 | 08/17/2021 | 1,000,000 | 08/17/2026 | 1,020 | 1.150 | 870,510 | 48128G4R8 | 27251 | 1,000,000 |
| Bank of America Corp | USBGC | 750,000 | 1.250 | 08/26/2021 | 750,000 | 08/26/2026 | 1,029 | 1.250 | 649,215 | 06048WN22 | 27255 | 750,000 |
| MetLife Financial | USBGC | 500,000 | 1.150 | 10/13/2021 | 498,165 | 09/14/2026 | 1,048 | 1.227 | 444,255 | 14913R2Q9 | 27288 | 498,930 |
| John Deere Capital C | USBGC | 500,000 | 2.250 | 10/14/2021 | 524,355 | 09/14/2026 | 1,048 | 1.225 | 461,330 | 24422EVB2 | 27294 | 514,214 |
| Federal Home Loan Ba | USBGC | 630,000 | 0.900 | 09/28/2021 | 630,000 | 09/28/2026 | 1,062 | 0.900 | 558,602 | 3130ANXS4 | 27276 | 630,000 |
| Welliance Standard Li | USBGC | 1,500,000 | 1.512 | 10/14/2021 | 1,491,180 | 09/28/2026 | 1,062 | 1.635 | 1,303,485 | 75951AAQ1 | 27292 | 1,494,824 |
| Paypal Holdings Inc. | USBGC | 500,000 | 2.650 | 10/14/2021 | 533,315 | 10/01/2026 | 1,065 | 1.260 | 460,500 | 70450YAD5 | 27293 | 519,575 |



Northern California Power Agency

Treasurer's Report

10/31/2023

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 |
|------------------------|---------------------|----------------|---------------|---------------|-----------------|---------------|------------------|-------------------|----------------|-----------|--------------|----------------|
| SMC Arizona Corp. | USBGC | 1,525,000 | 1.750 | 12/08/2021 | 1,537,993 | 10/25/2026 | 1,089 | 1.567 | 1,369,008 | 872898AA9 | 27330 | 1,532,942 |
| Public Storage | USBGC | 1,910,000 | 1.500 | 12/08/2021 | 1,912,216 | 11/09/2026 | 1,104 | 1.475 | 1,703,472 | 74460DAG4 | 27336 | 1,911,361 |
| Federal Home Loan Ba | USBGC | 50,000 | 0.800 | 12/29/2021 | 50,000 | 12/29/2026 | 1,154 | 1.509 | 45,441 | 3130AQER0 | 27342 | 50,000 |
| Federal Home Loan Ba | USBGC | 3,000,000 | 2.000 | 01/28/2022 | 3,000,000 | 01/28/2027 | 1,184 | 1.700 | 2,731,440 | 3130AQN66 | 27364 | 3,000,000 |
| Federal Home Loan Ba | USBGC | 455,000 | 4.700 | 03/17/2023 | 452,498 | 06/30/2027 | 1,337 | 4.841 | 441,932 | 3130ASH44 | 27559 | 452,861 |
| Meta Platforms Inc. | USBGC | 526,000 | 3.500 | 11/21/2022 | 494,240 | 08/15/2027 | 1,383 | 4.944 | 494,529 | 30303M8B1 | 27483 | 500,577 |
| Amazon.com Inc | USBGC | 600,000 | 3.150 | 09/21/2022 | 573,894 | 08/22/2027 | 1,390 | 4.136 | 555,120 | 023135BC9 | 27455 | 579,790 |
| CI Communications I | USBGC | 1,000,000 | 7.125 | 06/08/2023 | 1,098,290 | 02/15/2028 | 1,567 | 4.757 | 1,051,840 | 872287AL1 | 27597 | 1,089,958 |
| American Honda Finan | USBGC | 1,000,000 | 2.000 | 06/08/2023 | 887,330 | 03/24/2028 | 1,605 | 4.648 | 856,770 | 02665WDW8 | 27598 | 896,665 |
| Mercedes-Benz Fin. N | USBGC | 750,000 | 4.800 | 04/14/2023 | 755,445 | 03/30/2028 | 1,611 | 4.634 | 720,878 | 58769JAG2 | 27572 | 754,844 |
| Meta Platforms Inc. | USBGC | 500,000 | 4.600 | 07/03/2023 | 496,500 | 05/15/2028 | 1,657 | 4.761 | 484,670 | 30303M8L9 | 27614 | 496,736 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 4.800 | 06/23/2023 | 1,000,000 | 06/23/2028 | 1,696 | 4.800 | 967,690 | 3130AWE55 | 27606 | 1,000,000 |
| Fund Total and Average | | \$ 105,038,608 | 4.364 | | \$ 105,024,626 | | 308 | 4.364 | \$ 102,364,132 | | | \$ 105,000,316 |

IPP GHG Auction Acct

| | | | | | | | | | | | | |
|------------------------|-----|------------|-------|------------|------------|--|---|-------|------------|----------|-------|------------|
| California Asset Mgm | CMP | 940,837 | 5.550 | 09/13/2022 | 940,837 | | 1 | 5.550 | 940,837 | SYS70076 | 70076 | 940,837 |
| ocal Agency Investm | | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70045 | 70045 | 0 |
| Fund Total and Average | | \$ 940,837 | 5.550 | | \$ 940,837 | | 1 | 5.550 | \$ 940,837 | | | \$ 940,837 |

iCPA Balancing Account

| | | | | | | | | | | | | |
|----------------------|-------|------------|-------|------------|------------|------------|-----|-------|------------|------------|-------|------------|
| First American Govt. | USBGC | 9,250 | 5.220 | | 9,250 | | 1 | 5.220 | 9,250 | SYS70023 | 70023 | 9,250 |
| California Asset Mgm | CMP | 17,665,068 | 5.550 | 05/27/2022 | 17,665,068 | | 1 | 5.550 | 17,665,068 | SYS70072 | 70072 | 17,665,068 |
| ocal Agency Investm | LAIF | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70022 | 70022 | 0 |
| Federal Farm Credit | USBGC | 500,000 | 5.125 | 02/28/2023 | 499,909 | 02/28/2024 | 119 | 5.143 | 499,130 | 3133EPCB9 | 27555 | 499,970 |
| Memphis Center City | USBGC | 500,000 | 2.948 | 11/23/2020 | 550,395 | 04/01/2025 | 517 | 0.600 | 481,610 | 586145F74 | 27113 | 516,391 |
| State of Wisconsin | USBGC | 105,000 | 0.650 | 01/30/2023 | 105,000 | 05/01/2025 | 547 | 0.649 | 97,710 | 97705MZH1 | 27539 | 105,000 |
| State of Wisconsin | USBGC | 295,000 | 0.650 | 01/30/2023 | 295,000 | 05/01/2025 | 547 | 0.649 | 275,096 | 97705MZR9 | 27540 | 295,000 |
| California St Hlth F | USBGC | 500,000 | 0.952 | 11/04/2020 | 500,000 | 06/01/2025 | 578 | 0.952 | 465,705 | 13032UXM5 | 27110 | 500,000 |
| City of Baltimore | USBGC | 500,000 | 0.845 | 12/02/2020 | 500,000 | 07/01/2025 | 608 | 0.932 | 463,940 | 059231X39 | 27125 | 500,000 |
| Asheville Met Gov | USBGC | 500,000 | 0.610 | 09/18/2023 | 500,000 | 07/01/2025 | 608 | 0.609 | 460,830 | 592112XC5 | 27643 | 500,000 |
| Federal Farm Credit | USBGC | 2,045,000 | 0.530 | 09/29/2020 | 2,045,000 | 09/29/2025 | 698 | 0.530 | 1,871,829 | 3133EMBJ0 | 27077 | 2,045,000 |
| Federal Farm Credit | USBGC | 2,050,000 | 0.530 | 09/29/2020 | 2,050,000 | 09/29/2025 | 698 | 0.530 | 1,876,406 | 3133EMBH4 | 27078 | 2,050,000 |
| Apple Inc. | USBGC | 500,000 | 0.700 | 02/17/2021 | 500,000 | 02/08/2026 | 830 | 0.699 | 451,625 | 037833EB2 | 27168 | 500,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 0.520 | 02/12/2021 | 499,750 | 02/12/2026 | 834 | 0.530 | 450,345 | 3130AKWA0 | 27164 | 499,886 |
| P Morgan | USBGC | 1,000,000 | 0.750 | 02/17/2021 | 1,000,000 | 02/17/2026 | 839 | 0.650 | 893,190 | 46632FRV9 | 27171 | 1,000,000 |
| Federal Home Loan Ba | USBGC | 125,000 | 0.500 | 02/25/2021 | 125,000 | 02/25/2026 | 847 | 0.500 | 112,779 | 3130AKXX9 | 27180 | 125,000 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 0.630 | 02/26/2021 | 1,000,000 | 02/26/2026 | 848 | 0.630 | 901,580 | 3130ALB94 | 27195 | 1,000,000 |
| Federal Farm Credit | USBGC | 1,650,000 | 0.800 | 03/09/2021 | 1,650,000 | 03/09/2026 | 859 | 0.800 | 1,491,699 | 3133EMSU7 | 27201 | 1,650,000 |
| Bank of America Corp | USBGC | 500,000 | 1.200 | 06/28/2021 | 500,000 | 06/25/2026 | 967 | 1.199 | 437,560 | 06048WMM64 | 27227 | 500,000 |



Northern California Power Agency

Treasurer's Report

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CPA 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 | 988 | 1.050 | 443,305 | 57629WDE7 | 27248 | 501,973 |
| Bank of America Corp | USBGC | 50,000 | 1.250 | 08/26/2021 | 50,000 | 08/26/2026 | 1,029 | 1.250 | 43,281 | 06048WN22 | 27256 | 50,000 |
| SMC Arizona Corp. | USBGC | 200,000 | 1.750 | 12/08/2021 | 201,704 | 10/25/2026 | 1,089 | 1.567 | 179,542 | 872898AA9 | 27331 | 201,042 |
| Public Storage | USBGC | 275,000 | 1.500 | 11/19/2021 | 274,095 | 11/09/2026 | 1,104 | 1.569 | 245,264 | 74460DAG4 | 27311 | 274,450 |
| Public Storage | USBGC | 250,000 | 1.500 | 12/08/2021 | 250,290 | 11/09/2026 | 1,104 | 1.475 | 222,968 | 74460DAG4 | 27337 | 250,178 |
| Federal Home Loan Ba | USBGC | 100,000 | 0.800 | 12/29/2021 | 100,000 | 12/29/2026 | 1,154 | 1.509 | 90,882 | 3130AQER0 | 27343 | 100,000 |
| John Deere Capital C | USBGC | 525,000 | 1.700 | 01/14/2022 | 524,223 | 01/11/2027 | 1,167 | 1.731 | 466,883 | 24422EWA3 | 27362 | 524,503 |
| Federal Home Loan Ba | USBGC | 300,000 | 2.000 | 01/28/2022 | 300,000 | 01/28/2027 | 1,184 | 1.691 | 273,144 | 3130AQN66 | 27365 | 300,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 3.500 | 04/29/2022 | 500,000 | 04/29/2027 | 1,275 | 4.219 | 481,260 | 3130ARR52 | 27399 | 500,000 |
| State of Oregon | USBGC | 500,000 | 4.112 | 03/23/2023 | 500,000 | 05/01/2027 | 1,277 | 4.110 | 482,005 | 68609UBF1 | 27560 | 500,000 |
| Lameda County | USBGC | 130,000 | 3.460 | 08/24/2022 | 130,000 | 08/01/2027 | 1,369 | 3.509 | 122,541 | 010878BF2 | 27440 | 130,000 |
| Desert Community Col | USBGC | 300,000 | 1.823 | 06/16/2023 | 267,654 | 08/01/2027 | 1,369 | 4.730 | 266,916 | 250375LS9 | 27602 | 270,595 |
| Federal Home Loan Ba | USBGC | 370,000 | 4.200 | 08/25/2022 | 370,000 | 08/25/2027 | 1,393 | 4.200 | 354,645 | 3130ASVC0 | 27441 | 370,000 |
| Lackstone Holdings | USBGC | 1,000,000 | 5.900 | 02/03/2023 | 1,047,880 | 11/03/2027 | 1,463 | 4.759 | 990,450 | 09261BAJ9 | 27541 | 1,040,376 |
| Mercedes-Benz Fin. N | USBGC | 300,000 | 3.750 | 06/26/2023 | 284,544 | 02/22/2028 | 1,574 | 5.003 | 277,911 | 233851DF8 | 27607 | 285,697 |
| Mercedes-Benz Fin. N | USBGC | 125,000 | 4.800 | 04/14/2023 | 125,908 | 03/30/2028 | 1,611 | 4.634 | 120,146 | 58769JAG2 | 27573 | 125,807 |
| Fund Total and Average | | \$ 35,369,318 | 3.597 | | \$ 35,424,280 | | 446 | 3.567 | \$ 33,966,495 | | | \$ 35,385,186 |

General Operating Reserve

| | | | | | | | | | | | | |
|-----------------------|-------|------------|-------|------------|------------|------------|-----|-------|------------|-----------|-------|------------|
| First American Govt. | USBGC | 88,348 | 5.220 | | 88,348 | | 1 | 5.220 | 88,348 | SYS70019 | 70019 | 88,348 |
| California Asset Mgm | CMP | 20,653,765 | 5.550 | 12/14/2018 | 20,653,765 | | 1 | 5.550 | 20,653,765 | SYS70071 | 70071 | 20,653,765 |
| Local Agency Investm | LAIF | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70000 | 70002 | 0 |
| S Bank | USB | 0 | 0.000 | 07/01/2023 | 0 | | 1 | 0.000 | 0 | SYS70051 | 70051 | 0 |
| Citibank NA | USBGC | 500,000 | 3.650 | 02/07/2019 | 507,490 | 01/23/2024 | 83 | 3.319 | 497,335 | 17325FAS7 | 26756 | 500,344 |
| P Morgan | USBGC | 500,000 | 3.875 | 02/07/2019 | 515,120 | 02/01/2024 | 92 | 3.535 | 497,545 | 46625HJT8 | 26757 | 500,759 |
| S Bank, N.A. | USBGC | 440,000 | 3.375 | 10/31/2019 | 462,862 | 02/05/2024 | 96 | 2.093 | 436,832 | 91159HHV5 | 26906 | 441,401 |
| East Side Union High | USBGC | 565,000 | 0.820 | 10/29/2020 | 565,000 | 08/01/2024 | 274 | 0.820 | 545,615 | 275282PR6 | 27107 | 565,000 |
| Honolulu City and Co | USBGC | 1,500,000 | 1.832 | 04/13/2020 | 1,522,710 | 08/01/2024 | 274 | 1.058 | 1,460,535 | 438687KT1 | 26980 | 1,503,961 |
| California State Uni | USBGC | 250,000 | 0.685 | 09/17/2020 | 250,000 | 11/01/2024 | 366 | 0.665 | 238,198 | 13077DMK5 | 27072 | 250,000 |
| Federal Home Loan Ba | USBGC | 1,820,000 | 2.750 | 03/25/2020 | 1,981,288 | 12/13/2024 | 408 | 0.830 | 1,767,093 | 3130A3GE8 | 26962 | 1,858,185 |
| S Bank, N.A. | USBGC | 500,000 | 2.800 | 02/07/2020 | 522,560 | 01/27/2025 | 453 | 1.846 | 479,705 | 90331HMS9 | 26951 | 505,621 |
| V W Grainger Inc. | USBGC | 500,000 | 1.850 | 04/30/2020 | 516,000 | 02/15/2025 | 472 | 1.161 | 475,905 | 384802AE4 | 27000 | 504,304 |
| V W Grainger Inc. | USBGC | 500,000 | 1.850 | 05/21/2020 | 514,500 | 02/15/2025 | 472 | 1.217 | 475,905 | 384802AE4 | 27005 | 503,948 |
| Memphis Center City | USBGC | 500,000 | 2.948 | 11/23/2020 | 550,395 | 04/01/2025 | 517 | 0.600 | 481,610 | 586145F74 | 27114 | 516,391 |
| Ulster County OK Ind. | USBGC | 1,000,000 | 1.500 | 05/26/2020 | 1,016,450 | 04/01/2025 | 517 | 1.038 | 946,540 | 899559QD3 | 27006 | 1,004,808 |
| City of Huntsville A | USBGC | 515,000 | 2.750 | 11/06/2020 | 560,351 | 05/01/2025 | 547 | 0.750 | 495,162 | 447025A56 | 27112 | 530,164 |
| Oneywell Internatio | USBGC | 1,000,000 | 1.350 | 06/03/2020 | 1,023,560 | 06/01/2025 | 578 | 0.866 | 939,320 | 438516CB0 | 27008 | 1,007,469 |
| County of Jasper IA | USBGC | 420,000 | 2.350 | 06/11/2020 | 443,558 | 06/01/2025 | 578 | 1.299 | 401,171 | 471376FJ7 | 27011 | 427,502 |
| recision Castparts | USBGC | 1,500,000 | 3.250 | 06/25/2020 | 1,667,985 | 06/15/2025 | 592 | 1.033 | 1,448,025 | 740189AM7 | 27017 | 1,554,806 |
| P Morgan | USBGC | 750,000 | 1.050 | 06/23/2020 | 750,000 | 06/23/2025 | 600 | 1.050 | 686,648 | 48128GU40 | 27024 | 750,000 |
| City of Baltimore | USBGC | 500,000 | 0.845 | 12/02/2020 | 500,000 | 07/01/2025 | 608 | 0.845 | 463,940 | 059231X39 | 27126 | 500,000 |



Northern California Power Agency

Treasurer's Report

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General Operating Reserve

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|---------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|------------|--------------|----------------|
| Wisconsin Dept Trans | USBGC | 500,000 | 0.774 | 07/30/2020 | 500,000 | 07/01/2025 | 608 | 0.774 | 463,830 | 977123X78 | 27042 | 500,000 |
| Met Life Glob Fundin | USBGC | 4,000,000 | 0.950 | 03/04/2022 | 3,847,200 | 07/02/2025 | 609 | 2.145 | 3,689,600 | 59217GEJ4 | 27376 | 3,923,345 |
| East Side Union High | USBGC | 815,000 | 0.940 | 10/29/2020 | 815,000 | 08/01/2025 | 639 | 0.940 | 755,040 | 275282PS4 | 27108 | 815,000 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 08/18/2020 | 1,000,000 | 08/18/2025 | 656 | 0.600 | 920,100 | 3136G4G72 | 27056 | 1,000,000 |
| Federal Agricultural | USBGC | 1,000,000 | 0.570 | 09/17/2020 | 1,000,000 | 09/17/2025 | 686 | 0.570 | 917,260 | 31422BV23 | 27071 | 1,000,000 |
| Federal Farm Credit | USBGC | 2,000,000 | 0.530 | 09/29/2020 | 2,000,000 | 09/29/2025 | 698 | 0.530 | 1,830,640 | 3133EMBH4 | 27079 | 2,000,000 |
| Federal Farm Credit | USBGC | 1,720,000 | 0.530 | 09/29/2020 | 1,720,000 | 09/29/2025 | 698 | 0.530 | 1,574,350 | 3133EMBJ0 | 27080 | 1,720,000 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 0.520 | 09/29/2020 | 1,000,000 | 09/29/2025 | 698 | 0.520 | 915,140 | 3130AKAZ9 | 27081 | 1,000,000 |
| Federal Home Loan Mt | USBGC | 500,000 | 0.540 | 10/27/2020 | 500,000 | 10/27/2025 | 726 | 0.540 | 456,430 | 3134GW4Z6 | 27104 | 500,000 |
| Bank of America Corp | USBGC | 1,000,000 | 0.850 | 11/25/2020 | 1,000,000 | 11/25/2025 | 755 | 0.798 | 889,770 | 06048WK41 | 27122 | 1,000,000 |
| Federal Farm Credit | USBGC | 500,000 | 0.560 | 12/01/2020 | 500,000 | 12/01/2025 | 761 | 0.560 | 454,305 | 3133EMJC7 | 27124 | 500,000 |
| Guardian Life | USBGC | 1,520,000 | 0.875 | 05/05/2021 | 1,507,384 | 12/10/2025 | 770 | 1.060 | 1,368,289 | 40139LBC6 | 27223 | 1,514,214 |
| P Morgan | USBGC | 250,000 | 0.825 | 12/22/2020 | 250,000 | 12/22/2025 | 782 | 0.825 | 222,080 | 48128GY53 | 27139 | 250,000 |
| Federal National Mtg | USBGC | 500,000 | 0.640 | 12/30/2020 | 501,000 | 12/30/2025 | 790 | 0.599 | 453,555 | 3135G06Q1 | 27141 | 500,433 |
| Apple Inc. | USBGC | 500,000 | 0.700 | 02/17/2021 | 500,000 | 02/08/2026 | 830 | 0.699 | 451,625 | 037833EB2 | 27169 | 500,000 |
| P Morgan | USBGC | 1,000,000 | 0.750 | 02/17/2021 | 1,000,000 | 02/17/2026 | 839 | 0.650 | 893,190 | 46632FRV9 | 27172 | 1,000,000 |
| Charles Schwab Corp | USBGC | 630,000 | 0.900 | 04/30/2021 | 625,407 | 03/11/2026 | 861 | 1.054 | 555,666 | 808513BF1 | 27220 | 627,771 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 0.790 | 03/25/2021 | 997,500 | 03/16/2026 | 866 | 0.841 | 903,200 | 3130ALEL4 | 27203 | 998,807 |
| Federal Home Loan Ba | USBGC | 170,625 | 1.000 | 09/23/2023 | 170,625 | 03/23/2026 | 873 | 1.000 | 154,791 | 3130ALGJ7 | 27657 | 170,625 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 1.010 | 03/30/2021 | 1,000,000 | 03/30/2026 | 880 | 1.010 | 906,730 | 3130ALTT1 | 27213 | 1,000,000 |
| Oregon State Dept o | USBGC | 500,000 | 1.119 | 04/27/2021 | 500,000 | 04/01/2026 | 882 | 1.119 | 453,520 | 68607V2Q7 | 27216 | 500,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 1.400 | 04/21/2021 | 500,000 | 04/21/2026 | 902 | 1.084 | 457,800 | 3130ALXR0 | 27215 | 500,000 |
| United Health Group | USBGC | 550,000 | 1.150 | 06/28/2021 | 551,826 | 05/15/2026 | 926 | 1.079 | 496,557 | 91324PEC2 | 27232 | 550,950 |
| Bank of America Corp | USBGC | 1,108,000 | 1.250 | 05/28/2021 | 1,108,000 | 05/28/2026 | 939 | 1.250 | 976,491 | 06048VWM31 | 27226 | 1,108,000 |
| Bank of America Corp | USBGC | 1,250,000 | 1.200 | 06/28/2021 | 1,250,000 | 06/25/2026 | 967 | 1.199 | 1,093,900 | 06048VWM64 | 27228 | 1,250,000 |
| State University of | USBGC | 370,000 | 1.591 | 12/02/2021 | 370,000 | 07/01/2026 | 973 | 1.590 | 334,095 | 65000BGU6 | 27329 | 370,000 |
| Fidelity Mutual Global Fu | USBGC | 1,000,000 | 1.200 | 08/02/2021 | 1,007,220 | 07/16/2026 | 988 | 1.050 | 886,610 | 57629WDE7 | 27249 | 1,003,946 |
| Home Depot Inc. | USBGC | 415,000 | 2.125 | 04/12/2022 | 400,052 | 09/15/2026 | 1,049 | 3.000 | 379,945 | 437076BN1 | 27387 | 405,297 |
| John Deere Capital C | USBGC | 100,000 | 1.300 | 10/18/2021 | 100,313 | 10/13/2026 | 1,077 | 1.235 | 89,314 | 24422EVW6 | 27297 | 100,185 |
| Nationwide Bldg Soci | USBGC | 2,035,000 | 1.500 | 06/16/2022 | 1,792,286 | 10/13/2026 | 1,077 | 4.569 | 1,776,331 | 63859UBH5 | 27420 | 1,869,449 |
| SMC Arizona Corp. | USBGC | 850,000 | 1.750 | 12/08/2021 | 857,242 | 10/25/2026 | 1,089 | 1.567 | 763,054 | 872898AA9 | 27333 | 854,427 |
| Public Storage | USBGC | 1,585,000 | 1.500 | 11/15/2021 | 1,585,745 | 11/09/2026 | 1,104 | 1.490 | 1,413,614 | 74460DAG4 | 27308 | 1,585,452 |
| Public Storage | USBGC | 365,000 | 1.500 | 11/19/2021 | 363,799 | 11/09/2026 | 1,104 | 1.569 | 325,533 | 74460DAG4 | 27312 | 364,270 |
| Public Storage | USBGC | 1,064,000 | 1.500 | 12/08/2021 | 1,065,234 | 11/09/2026 | 1,104 | 1.475 | 948,950 | 74460DAG4 | 27339 | 1,064,758 |
| P Morgan | USBGC | 1,200,000 | 1.500 | 11/30/2021 | 1,200,000 | 11/30/2026 | 1,125 | 1.500 | 1,027,376 | 48130UZH1 | 27313 | 1,200,000 |
| Federal Home Loan Ba | USBGC | 150,000 | 0.800 | 12/29/2021 | 150,000 | 12/29/2026 | 1,154 | 1.509 | 136,323 | 3130AQER0 | 27345 | 150,000 |
| John Deere Capital C | USBGC | 438,000 | 1.700 | 01/14/2022 | 437,352 | 01/11/2027 | 1,167 | 1.731 | 389,513 | 24422EWA3 | 27363 | 437,585 |
| Federal Home Loan Ba | USBGC | 500,000 | 3.375 | 04/28/2022 | 500,000 | 01/28/2027 | 1,184 | 3.375 | 472,415 | 3130ARP62 | 27398 | 500,000 |
| Amazon.com Inc | USBGC | 1,030,000 | 3.300 | 06/16/2022 | 993,208 | 04/13/2027 | 1,259 | 4.123 | 964,925 | 023135CF1 | 27419 | 1,003,693 |
| SMC Arizona Corp. | USBGC | 1,770,000 | 3.875 | 05/26/2022 | 1,789,399 | 04/22/2027 | 1,268 | 3.628 | 1,677,783 | 872898AF8 | 27404 | 1,783,742 |
| Qualcomm Inc | USBGC | 1,035,000 | 3.250 | 06/16/2022 | 995,059 | 05/20/2027 | 1,296 | 4.122 | 962,757 | 747525AU7 | 27421 | 1,006,204 |
| State of Connecticut | USBGC | 500,000 | 3.631 | 06/22/2022 | 500,000 | 06/15/2027 | 1,322 | 3.631 | 472,865 | 20772KQK8 | 27423 | 500,000 |



Northern California Power Agency

Treasurer's Report

10/31/2023

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 |
|------------------------|---------------------|----------------|---------------|---------------|-----------------|---------------|------------------|-------------------|-----------------|-----------|--------------|----------------|
| Meta Platforms Inc. | USBGC | 270,000 | 3.500 | 11/21/2022 | 253,697 | 08/15/2027 | 1,383 | 4.944 | 253,846 | 30303M8B1 | 27484 | 256,950 |
| Amazon.com Inc | USBGC | 75,000 | 3.150 | 09/21/2022 | 71,737 | 08/22/2027 | 1,390 | 4.136 | 69,390 | 023135BC9 | 27457 | 72,474 |
| Federal Farm Credit | USBGC | 1,000,000 | 4.750 | 10/13/2023 | 1,000,000 | 10/13/2027 | 1,442 | 4.750 | 991,570 | 3133EPM1 | 27659 | 1,000,000 |
| California State Gen | USBGC | 900,000 | 1.700 | 10/12/2023 | 787,473 | 02/01/2028 | 1,553 | 4.962 | 779,877 | 13063DC48 | 27658 | 788,853 |
| enape NJ Regional H | USBGC | 590,000 | 1.815 | 09/18/2023 | 519,230 | 03/15/2028 | 1,596 | 4.816 | 510,049 | 525876WS3 | 27641 | 521,111 |
| YC Transitional F | USBGC | 2,315,000 | 4.600 | 09/14/2023 | 2,284,326 | 05/01/2028 | 1,643 | 4.922 | 2,233,998 | 64971X7J1 | 27639 | 2,285,191 |
| Fund Total and Average | | \$ 78,072,738 | 2.771 | | \$ 77,979,256 | | 621 | 2.814 | \$ 73,593,189 | | | \$ 77,719,508 |
| GRAND TOTALS: | | \$ 219,421,501 | 3.680 | | \$ 219,368,999 | | 440 | 3.690 | \$ 210,864,653. | | | \$ 219,045,847 |

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 10/31/2023

Available Dates:

| Inv # | Inv # |
|---|-------------------------|
| '906 USBANK 1/5/2024 | 27172 JPM Quarterly |
| '947 USBANK Anytime starting 12/27/2024 | 27178 LOUIS Anytime |
| '951 USBANK Anytime starting 12/27/2024 | 27195 FHLB Quarterly |
| '980 HON Anytime | 27200 FFCB Anytime |
| '011 JAS 6/1/2024 | 27201 FFCB Anytime |
| '024 JPM Quarterly starting 6/23/2024 | 27203 FHLB Quarterly |
| '041 WISTRN Anytime | 27213 FHLB Quarterly |
| '042 WISTRN Anytime | 27216 ORSGEN Anytime |
| '055 CASWTR Anytime | 27220 SCHW 2/11/2026 |
| '056 FNMA Quarterly | 27225 BAC Semi-annually |
| '058 PHOGEN Anytime | 27226 BAC Semi-annually |
| '071 FAMC Semi-annually | 27227 BAC Semi-annually |
| '072 CASHGR Anytime | 27228 BAC Semi-annually |
| '077 FFCB Anytime | 27251 JPM Annually |
| '078 FFCB Anytime | 27252 FHLB Quarterly |
| '079 FFCB Anytime | 27255 BAC Semi-annually |
| '080 FFCB Anytime | 27256 BAC Semi-annually |
| '081 FHLB Anytime | 27276 FHLB Quarterly |
| '104 FHLMC Annually | 27313 JPM Quarterly |
| '110 CASMED Anytime | 27329 NYSHGR Anytime |
| '113 MEMGEN Anytime | 27342 FHLB 12/29/2023 |
| '114 MEMGEN Anytime | 27343 FHLB 12/29/2023 |
| '124 FFCB Anytime | 27345 FHLB 12/29/2023 |
| '125 BALGEN Anytime | 27398 FHLB Quarterly |
| '126 BALGEN Anytime | 27399 FHLB Quarterly |
| '137 FNMA Annually | 27423 CTS Anytime |
| '138 JPM Quarterly starting 12/22/2023 | 27440 ALA Anytime |
| '139 JPM Quarterly starting 12/22/2023 | 27441 FHLB Quarterly |
| '141 FNMA Quarterly | 27559 FHLB Quarterly |
| '149 TOY 1/20/2025 and 7/20/2025 | 27560 ORS Anytime |
| '164 FHLB Anytime | 27605 FHLB 6/23/2025 |
| '168 APPL Anytime starting 1/8/2026 | 27639 NYCGEN Anytime |
| '169 APPL Anytime starting 1/8/2026 | 27657 FHLB Monthly |
| '171 JPM Quarterly | |



Northern California Power Agency

Treasurer's Report

10/31/2023

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 | 62 | 5.459 | 294,363 | 313384RG6 | 27615 | 294,310 |
| Federal Home Loan Ba | USBT | 294,000 | 5.285 | 09/28/2023 | 289,857 | 01/02/2024 | 62 | 5.435 | 291,389 | 313384RG6 | 27651 | 291,324 |
| Federal National Mtg | USBT | 296,000 | 5.250 | 08/29/2023 | 290,561 | 01/02/2024 | 62 | 5.422 | 293,372 | 313588RG2 | 27628 | 293,324 |
| U.S. Treasury | USBGC | 293,000 | 5.240 | 10/25/2023 | 290,057 | 01/02/2024 | 62 | 5.366 | 290,322 | 912797HX8 | 27661 | 290,356 |
| Fund Total and Average | | \$ 1,180,000 | 5.259 | | \$ 1,160,619 | | 62 | 5.421 | \$ 1,169,446 | | | \$ 1,169,314 |

Geothermal Special Reserve

| | | | | | | | | | | | | |
|------------------------|-------|--------------|-------|------------|--------------|------------|-----|-------|--------------|-----------|-------|--------------|
| First American Govt. | USBGC | 5,000 | 5.220 | | 5,000 | | 1 | 5.220 | 5,000 | SYS70015 | 70015 | 5,000 |
| Federal National Mtg | USBGC | 1,495,000 | 0.500 | 02/16/2021 | 1,497,796 | 11/07/2025 | 737 | 0.460 | 1,363,739 | 3135G06G3 | 27167 | 1,496,193 |
| Fund Total and Average | | \$ 1,500,000 | 0.516 | | \$ 1,502,796 | | 735 | 0.476 | \$ 1,368,739 | | | \$ 1,501,193 |

Geo Decommissioning Reserve

| | | | | | | | | | | | | |
|------------------------|-------|-----------|-------|------------|-----------|------------|-------|-------|-----------|-----------|-------|-----------|
| First American Govt. | USBGC | 35,116 | 5.220 | | 35,116 | | 1 | 5.220 | 35,116 | SYS70034 | 70034 | 35,116 |
| California Asset Mgm | CMP | 1,358 | 5.550 | 09/01/2022 | 1,358 | | 1 | 5.550 | 1,358 | SYS70074 | 70074 | 1,358 |
| Local Agency Investm | LAIF | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70027 | 70027 | 0 |
| San Francisco Suburban | USBGC | 330,000 | 3.480 | 04/09/2020 | 349,473 | 11/01/2024 | 366 | 1.846 | 323,403 | 78607QAY1 | 26977 | 334,269 |
| W W Grainger Inc. | USBGC | 425,000 | 1.850 | 04/30/2020 | 438,600 | 02/15/2025 | 472 | 1.161 | 404,519 | 384802AE4 | 27002 | 428,658 |
| California St Hlth F | USBGC | 500,000 | 0.952 | 11/04/2020 | 500,000 | 06/01/2025 | 578 | 0.952 | 465,705 | 13032UXM5 | 27111 | 500,000 |
| Houston Airport Sys | USBGC | 750,000 | 1.372 | 10/20/2020 | 750,000 | 07/01/2025 | 608 | 1.372 | 700,875 | 442349EM4 | 27102 | 750,000 |
| Knoxville Met Gov | USBGC | 500,000 | 0.610 | 09/18/2023 | 500,000 | 07/01/2025 | 608 | 0.609 | 460,830 | 592112XC5 | 27644 | 500,000 |
| East Side Union High | USBGC | 1,000,000 | 0.940 | 10/29/2020 | 1,000,000 | 08/01/2025 | 639 | 0.940 | 926,430 | 275282PS4 | 27109 | 1,000,000 |
| Guardian Life | USBGC | 505,000 | 0.875 | 05/05/2021 | 500,809 | 12/10/2025 | 770 | 1.060 | 454,596 | 40139LBC6 | 27224 | 503,078 |
| Apple Inc. | USBGC | 1,000,000 | 0.700 | 02/08/2021 | 1,000,000 | 02/08/2026 | 830 | 0.700 | 903,250 | 037833EB2 | 27162 | 1,000,000 |
| P Morgan | USBGC | 500,000 | 1.200 | 04/30/2021 | 500,000 | 04/30/2026 | 911 | 1.200 | 439,760 | 48128G3G3 | 27218 | 500,000 |
| Bank of America Corp | USBGC | 750,000 | 1.200 | 06/28/2021 | 750,000 | 06/25/2026 | 967 | 1.199 | 656,340 | 06048WM64 | 27229 | 750,000 |
| Bank of America Corp | USBGC | 50,000 | 1.250 | 08/26/2021 | 50,000 | 08/26/2026 | 1,029 | 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 | 1,045 | 1.629 | 1,737,393 | 037833DN7 | 27361 | 1,916,844 |
| Caterpillar Financia | USBGC | 150,000 | 1.150 | 10/13/2021 | 149,450 | 09/14/2026 | 1,048 | 1.227 | 133,277 | 14913R2Q9 | 27289 | 149,679 |
| SMC Arizona Corp. | USBGC | 1,375,000 | 1.750 | 12/08/2021 | 1,386,715 | 10/25/2026 | 1,089 | 1.567 | 1,234,351 | 872898AA9 | 27334 | 1,382,161 |
| Public Storage | USBGC | 765,000 | 1.500 | 11/15/2021 | 765,360 | 11/09/2026 | 1,104 | 1.490 | 682,281 | 74460DAG4 | 27309 | 765,218 |
| Public Storage | USBGC | 1,722,000 | 1.500 | 12/08/2021 | 1,723,998 | 11/09/2026 | 1,104 | 1.475 | 1,535,800 | 74460DAG4 | 27340 | 1,723,227 |
| New York City Genera | USBGC | 750,000 | 3.862 | 05/26/2022 | 750,000 | 05/01/2027 | 1,277 | 3.862 | 712,493 | 64966QC99 | 27405 | 750,000 |
| Federal Home Loan Ba | USBGC | 200,000 | 4.700 | 03/17/2023 | 198,900 | 06/30/2027 | 1,337 | 4.841 | 194,256 | 3130ASH44 | 27558 | 199,060 |
| A Dept. Water & Pow | USBGC | 500,000 | 5.516 | 08/01/2023 | 513,735 | 07/01/2027 | 1,338 | 4.738 | 505,580 | 544495VX9 | 27626 | 512,858 |
| Walmart, Inc. | USBGC | 1,400,000 | 3.950 | 09/21/2022 | 1,389,024 | 09/09/2027 | 1,408 | 4.125 | 1,340,122 | 931142EX7 | 27458 | 1,391,479 |
| Way Area CA Wtr Supp | USBGC | 200,000 | 3.365 | 08/15/2023 | 190,204 | 10/01/2027 | 1,430 | 4.682 | 185,768 | 072031AP2 | 27627 | 190,705 |
| Federal Farm Credit | USBGC | 150,000 | 4.750 | 10/13/2023 | 150,000 | 10/13/2027 | 1,442 | 4.750 | 148,736 | 3133EPYM1 | 27660 | 150,000 |



Northern California Power Agency

Treasurer's Report

10/31/2023

ieo Decommissioning Reserve

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|---------------|---------------|---------------|-----------------|---------------|------------------|-------------------|----------------|-----------|--------------|----------------|
| Intel Corp | USBGC | 200,000 | 4.875 | 02/24/2023 | 198,252 | 02/10/2028 | 1,562 | 5.075 | 194,694 | 458140CE8 | 27553 | 198,494 |
| CI Communications I | USBGC | 320,000 | 7.125 | 06/08/2023 | 351,606 | 02/15/2028 | 1,567 | 4.747 | 336,589 | 872287AL1 | 27599 | 348,927 |
| American Honda Finan | USBGC | 375,000 | 3.500 | 06/20/2023 | 357,113 | 02/15/2028 | 1,567 | 4.650 | 343,748 | 02665WCE9 | 27604 | 358,511 |
| Mercedes-Benz Fin. N | USBGC | 125,000 | 4.800 | 04/14/2023 | 125,908 | 03/30/2028 | 1,611 | 4.634 | 120,146 | 58769JAG2 | 27574 | 125,807 |
| New York City Genera | USBGC | 585,000 | 2.040 | 04/30/2021 | 583,204 | 03/01/2030 | 2,312 | 2.078 | 475,026 | 64966QUX6 | 27219 | 583,713 |
| California State Uni | USBGC | 210,000 | 1.740 | 11/18/2022 | 167,082 | 11/01/2030 | 2,557 | 4.870 | 164,008 | 13077DMR0 | 27482 | 172,224 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 1.000 | 02/10/2021 | 1,000,000 | 02/10/2031 | 2,658 | 1.360 | 764,280 | 3130AKX76 | 27163 | 1,000,000 |
| Federal Agricultural | USBGC | 972,000 | 1.460 | 02/18/2021 | 972,000 | 02/18/2031 | 2,666 | 1.460 | 742,035 | 31422XAU6 | 27177 | 972,000 |
| Federal Agricultural | USBGC | 600,000 | 1.460 | 07/30/2021 | 598,800 | 02/18/2031 | 2,666 | 1.482 | 458,046 | 31422XAU6 | 27246 | 599,083 |
| Federal Home Loan Ba | USBGC | 1,700,000 | 1.750 | 08/17/2022 | 1,482,587 | 06/20/2031 | 2,788 | 3.439 | 1,310,394 | 3130ANUL2 | 27439 | 1,512,231 |
| Vest Hartford CT | USBGC | 330,000 | 1.844 | 01/12/2023 | 270,273 | 07/01/2031 | 2,799 | 4.430 | 257,304 | 953107AK5 | 27512 | 275,935 |
| Federal Home Loan Ba | USBGC | 2,000,000 | 1.740 | 07/29/2021 | 2,006,440 | 07/29/2031 | 2,827 | 1.704 | 1,538,100 | 3130AN7G9 | 27245 | 2,004,987 |
| Larin Community Coll | USBGC | 500,000 | 1.710 | 09/14/2021 | 506,610 | 08/01/2031 | 2,830 | 1.565 | 376,240 | 56781RKZ9 | 27272 | 505,185 |
| Iceaside Unified Sc | USBGC | 310,000 | 1.900 | 01/12/2023 | 247,916 | 08/01/2031 | 2,830 | 4.780 | 239,398 | 675383TR4 | 27513 | 253,744 |
| County of Bexar TX | USBGC | 385,000 | 2.134 | 09/23/2021 | 385,000 | 08/15/2031 | 2,844 | 2.134 | 298,568 | 088518PA7 | 27274 | 385,000 |
| County of Bexar TX | USBGC | 250,000 | 2.134 | 09/23/2021 | 250,000 | 08/15/2031 | 2,844 | 2.134 | 193,875 | 088518NH4 | 27275 | 250,000 |
| Chicago Transit Auth | USBGC | 90,000 | 3.302 | 11/21/2022 | 78,348 | 12/01/2031 | 2,952 | 5.110 | 76,055 | 16772PCS3 | 27485 | 79,567 |
| Federal Farm Credit | USBGC | 2,500,000 | 1.800 | 01/11/2022 | 2,445,000 | 01/05/2032 | 2,987 | 2.044 | 1,901,175 | 3133ENJZ4 | 27360 | 2,454,947 |
| Federal Agricultural | USBGC | 975,000 | 4.120 | 05/25/2022 | 970,125 | 04/27/2032 | 3,100 | 4.181 | 871,728 | 31422XXY3 | 27403 | 970,829 |
| California State Gen | USBGC | 325,000 | 5.700 | 08/31/2023 | 344,500 | 10/01/2032 | 3,257 | 4.873 | 323,300 | 13063D2Z0 | 27637 | 344,142 |
| Federal Home Loan Ba | USBGC | 435,000 | 4.500 | 09/13/2023 | 428,258 | 09/09/2033 | 3,600 | 4.695 | 405,659 | 3130AWW23 | 27638 | 428,348 |
| Fund Total and Average | | \$ 29,640,474 | 2.162 | | \$ 29,292,371 | | 1820 | 2.274 | \$ 25,615,888 | | | \$ 29,307,384 |
| GRAND TOTALS: | | \$ 32,320,474 | 2.198 | | \$ 31,955,786 | | 1705 | 2.305 | \$ 28,154,073. | | | \$ 31,977,891 |

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 10/31/2023

Available Dates:

| Inv # | Inv # |
|-------|-------|
| '977 | 27258 |
| '111 | 27403 |
| '162 | 27405 |
| '163 | 27439 |
| '177 | 27482 |
| '218 | 27485 |
| '219 | 27553 |
| '229 | 27626 |
| '245 | 27627 |
| '246 | |



Northern California Power Agency

Treasurer's Report

10/31/2023

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 |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|---------------|-----------|--------------|----------------|
| S Bank Trust | USBT | 522 | 0.010 | | 522 | | 1 | 0.010 | 522 | SYS79017 | 79017 | 522 |
| Federal Home Loan Ba | USBT | 433,000 | 5.319 | 08/29/2023 | 423,018 | 02/01/2024 | 92 | 5.521 | 427,367 | 313384SN0 | 27633 | 427,113 |
| Federal Home Loan Ba | USBT | 429,000 | 5.280 | 09/28/2023 | 421,072 | 02/01/2024 | 92 | 5.454 | 423,419 | 313384SN0 | 27652 | 423,211 |
| Federal Home Loan Ba | USBGC | 428,000 | 5.300 | 10/25/2023 | 421,762 | 02/01/2024 | 92 | 5.453 | 422,432 | 313384SN0 | 27666 | 422,203 |
| Fund Total and Average | | \$ 1,290,522 | 5.298 | | \$ 1,266,374 | | 92 | 5.474 | \$ 1,273,740 | | | \$ 1,273,049 |
| GRAND TOTALS: | | \$ 1,290,522 | 5.298 | | \$ 1,266,374 | | 92 | 5.474 | \$ 1,273,740. | | | \$ 1,273,049 |

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 10/31/2023



Northern California Power Agency

Treasurer's Report

10/31/2023

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 |
|----------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|-----------|--------------|----------------|
| First American Govt. | USBGC | 97,460 | 5.220 | | 97,460 | | 1 | 5.220 | 97,460 | SYS70031 | 70031 | 97,460 |
| California Asset Mgm | CMP | 3,478,535 | 5.550 | 09/01/2022 | 3,478,535 | | 1 | 5.550 | 3,478,535 | SYS70073 | 70073 | 3,478,535 |
| Local Agency Investm | LAIF | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70028 | 70028 | 0 |
| Paul Getty Trust | USBGC | 1,000,000 | 0.391 | 01/28/2021 | 1,000,000 | 01/01/2024 | 61 | 0.401 | 991,550 | 374288AB4 | 27161 | 1,000,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 5.000 | 01/30/2023 | 500,000 | 01/26/2024 | 86 | 5.000 | 499,325 | 3130AUJ62 | 27515 | 500,000 |
| Federal Farm Credit | USBGC | 50,000 | 5.125 | 02/28/2023 | 49,991 | 02/28/2024 | 119 | 5.143 | 49,913 | 3133EPCB9 | 27556 | 49,997 |
| Let Life Glob Fundin | USBGC | 209,000 | 0.700 | 04/12/2022 | 199,867 | 04/05/2024 | 156 | 2.988 | 204,396 | 58989V2C7 | 27385 | 207,027 |
| Let Life Glob Fundin | USBGC | 419,000 | 0.700 | 04/12/2022 | 400,690 | 04/05/2024 | 156 | 2.988 | 409,769 | 58989V2C7 | 27386 | 415,045 |
| Federal National Mtg | USBGC | 500,000 | 5.000 | 01/26/2023 | 500,000 | 04/26/2024 | 177 | 5.006 | 498,340 | 3135GAE72 | 27514 | 500,000 |
| Federal Home Loan Ba | USBGC | 985,000 | 4.875 | 01/30/2023 | 987,778 | 06/14/2024 | 226 | 4.649 | 981,454 | 3130ATVC8 | 27520 | 986,254 |
| U.S. Treasury | USBGC | 795,000 | 0.375 | 01/30/2023 | 749,536 | 07/15/2024 | 257 | 4.468 | 767,143 | 91282CCL3 | 27527 | 773,037 |
| Asheville Met Gov | USBGC | 250,000 | 1.030 | 12/17/2020 | 250,000 | 08/01/2024 | 274 | 1.029 | 241,608 | 592090GB4 | 27134 | 250,000 |
| California Infra & E | USBGC | 100,000 | 0.645 | 12/17/2020 | 100,000 | 10/01/2024 | 335 | 0.683 | 95,670 | 13034AL57 | 27135 | 100,000 |
| Federal Home Loan Ba | USBGC | 1,750,000 | 5.000 | 01/30/2023 | 1,750,000 | 10/28/2024 | 362 | 5.004 | 1,737,645 | 3130AULQ5 | 27517 | 1,750,000 |
| Walmart, Inc. | USBGC | 500,000 | 2.650 | 02/07/2020 | 520,975 | 12/15/2024 | 410 | 1.744 | 485,455 | 931142DV2 | 26950 | 504,848 |
| Federal Home Loan Ba | USBGC | 500,000 | 4.625 | 04/03/2023 | 502,995 | 03/14/2025 | 499 | 4.296 | 495,150 | 3130AUZC1 | 27571 | 502,106 |
| Bank of NY Mellon Co | USBGC | 545,000 | 1.600 | 04/30/2021 | 561,197 | 04/24/2025 | 540 | 0.839 | 511,281 | 06406RAN7 | 27221 | 551,020 |
| Federal Agricultural | USBGC | 500,000 | 0.675 | 05/19/2020 | 500,000 | 05/19/2025 | 565 | 0.675 | 465,340 | 31422BA26 | 27004 | 500,000 |
| State of Maine | USBGC | 100,000 | 5.000 | 06/22/2023 | 100,413 | 06/01/2025 | 578 | 4.773 | 99,525 | 56052AH90 | 27605 | 100,337 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 5.000 | 01/30/2023 | 1,000,000 | 07/28/2025 | 635 | 5.000 | 988,880 | 3130AULP2 | 27519 | 1,000,000 |
| Asheville Met Gov | USBGC | 250,000 | 1.230 | 12/17/2020 | 250,000 | 08/01/2025 | 639 | 1.229 | 232,723 | 592090GC2 | 27133 | 250,000 |
| City of El Paso TX | USBGC | 500,000 | 4.346 | 12/07/2020 | 553,420 | 08/15/2025 | 653 | 1.950 | 489,035 | 283734TC5 | 27131 | 520,381 |
| Federal Home Loan Ba | USBGC | 180,000 | 4.875 | 08/01/2023 | 179,882 | 09/12/2025 | 681 | 4.904 | 178,983 | 3130AWS92 | 27625 | 179,896 |
| California Infra & E | USBGC | 130,000 | 0.765 | 12/17/2020 | 130,000 | 10/01/2025 | 700 | 0.765 | 119,241 | 13034AL65 | 27132 | 130,000 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 5.050 | 01/30/2023 | 1,000,000 | 10/28/2025 | 727 | 5.053 | 988,610 | 3130AUQK3 | 27521 | 1,000,000 |
| Federal Home Loan Mt | USBGC | 1,000,000 | 5.020 | 01/30/2023 | 1,000,000 | 10/28/2025 | 727 | 5.023 | 988,240 | 3134GYG30 | 27522 | 1,000,000 |
| Federal Home Loan Mt | USBGC | 1,000,000 | 5.000 | 01/30/2023 | 1,000,000 | 10/30/2025 | 729 | 5.003 | 987,970 | 3134GYFX5 | 27523 | 1,000,000 |
| Toyota Motor Credit | USBGC | 250,000 | 5.400 | 06/26/2023 | 252,413 | 11/10/2025 | 740 | 4.960 | 249,628 | 89236TKK0 | 27608 | 252,059 |
| Bank of America Corp | USBGC | 1,000,000 | 0.850 | 11/25/2020 | 1,000,000 | 11/25/2025 | 755 | 0.798 | 889,770 | 06048WK41 | 27121 | 1,000,000 |
| Federal National Mtg | USBGC | 500,000 | 0.650 | 12/17/2020 | 500,850 | 12/10/2025 | 770 | 0.615 | 454,715 | 3135G06J7 | 27136 | 500,360 |
| P Morgan | USBGC | 500,000 | 0.825 | 12/22/2020 | 500,000 | 12/22/2025 | 782 | 0.825 | 444,160 | 48128GY53 | 27140 | 500,000 |
| Federal National Mtg | USBGC | 500,000 | 0.640 | 01/06/2021 | 501,550 | 12/30/2025 | 790 | 0.576 | 453,555 | 3135G06Q1 | 27148 | 500,673 |
| Federal Home Loan Mt | USBGC | 1,000,000 | 5.050 | 01/27/2023 | 1,000,000 | 01/27/2026 | 818 | 5.050 | 986,720 | 3134GYEY4 | 27538 | 1,000,000 |
| Federal Home Loan Ba | USBGC | 1,000,000 | 5.100 | 01/30/2023 | 1,000,000 | 01/28/2026 | 819 | 5.100 | 987,460 | 3130AUNJ9 | 27518 | 1,000,000 |
| Federal Home Loan Mt | USBGC | 1,000,000 | 4.800 | 01/30/2023 | 1,000,000 | 01/30/2026 | 821 | 4.800 | 988,930 | 3134GYFB3 | 27525 | 1,000,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 0.520 | 02/12/2021 | 499,750 | 02/12/2026 | 834 | 0.530 | 450,345 | 3130AKWA0 | 27165 | 499,886 |
| Federal Home Loan Mt | USBGC | 1,000,000 | 5.150 | 02/17/2023 | 1,000,000 | 02/17/2026 | 839 | 5.150 | 987,740 | 3134GYFR8 | 27542 | 1,000,000 |
| Merck & Co Inc. | USBGC | 550,000 | 0.750 | 01/30/2023 | 495,534 | 02/24/2026 | 846 | 4.226 | 495,946 | 58933YAY1 | 27526 | 508,903 |
| Federal Home Loan Ba | USBGC | 500,000 | 0.500 | 02/25/2021 | 500,000 | 02/25/2026 | 847 | 0.500 | 451,115 | 3130AKXX9 | 27181 | 500,000 |
| Visco Systems Inc. | USBGC | 35,000 | 2.950 | 11/18/2022 | 33,672 | 02/28/2026 | 850 | 4.200 | 33,226 | 17275RBC5 | 27481 | 34,058 |



Northern California Power Agency

Treasurer's Report

10/31/2023

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 |
|------------------------|---------------------|---------------|---------------|---------------|-----------------|---------------|------------------|-------------------|---------------|-----------|--------------|----------------|
| Federal Farm Credit | USBGC | 200,000 | 4.500 | 05/02/2023 | 202,660 | 03/02/2026 | 852 | 3.996 | 197,350 | 3133EPCF0 | 27587 | 202,193 |
| Mercedes-Benz Fin. N | USBGC | 400,000 | 1.450 | 05/04/2023 | 369,068 | 03/02/2026 | 852 | 4.386 | 363,116 | 233851EC4 | 27588 | 374,446 |
| Costle Holdings Inc | USBGC | 200,000 | 5.250 | 06/16/2023 | 202,680 | 03/13/2026 | 863 | 4.720 | 199,570 | 641062BK9 | 27603 | 202,313 |
| Federal Home Loan Ba | USBGC | 500,000 | 1.400 | 04/21/2021 | 500,000 | 04/21/2026 | 902 | 1.090 | 457,800 | 3130ALXR0 | 27214 | 500,000 |
| United Health Group | USBGC | 500,000 | 1.150 | 06/28/2021 | 501,660 | 05/15/2026 | 926 | 1.082 | 451,415 | 91324PEC2 | 27231 | 500,864 |
| Arizona State Univer | USBGC | 250,000 | 4.388 | 05/10/2023 | 250,000 | 07/01/2026 | 973 | 4.385 | 242,703 | 040664HH0 | 27589 | 250,000 |
| Federal Home Loan Mt | USBGC | 1,000,000 | 5.000 | 01/30/2023 | 1,000,000 | 07/30/2026 | 1,002 | 5.000 | 983,650 | 3134GYFL1 | 27524 | 1,000,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 0.875 | 08/17/2021 | 500,000 | 08/17/2026 | 1,020 | 0.875 | 445,065 | 3130ANGX2 | 27253 | 500,000 |
| Federal Home Loan Ba | USBGC | 500,000 | 1.050 | 08/24/2021 | 500,000 | 08/24/2026 | 1,027 | 0.967 | 447,015 | 3130ANFT2 | 27254 | 500,000 |
| Bank of America Corp | USBGC | 50,000 | 1.250 | 08/26/2021 | 50,000 | 08/26/2026 | 1,029 | 1.250 | 43,281 | 06048WN22 | 27257 | 50,000 |
| SMC Arizona Corp. | USBGC | 200,000 | 1.750 | 12/08/2021 | 201,704 | 10/25/2026 | 1,089 | 1.567 | 179,542 | 872898AA9 | 27332 | 201,042 |
| Public Storage | USBGC | 250,000 | 1.500 | 12/08/2021 | 250,290 | 11/09/2026 | 1,104 | 1.475 | 222,968 | 74460DAG4 | 27338 | 250,178 |
| Federal Home Loan Ba | USBGC | 500,000 | 0.800 | 12/29/2021 | 500,000 | 12/29/2026 | 1,154 | 1.509 | 454,410 | 3130AQER0 | 27344 | 500,000 |
| Amazon.com Inc | USBGC | 150,000 | 3.150 | 09/21/2022 | 143,474 | 08/22/2027 | 1,390 | 4.136 | 138,780 | 023135BC9 | 27456 | 144,948 |
| Federal Home Loan Ba | USBGC | 400,000 | 4.200 | 08/25/2022 | 400,000 | 08/25/2027 | 1,393 | 4.200 | 383,400 | 3130ASVC0 | 27442 | 400,000 |
| Federal Home Loan Ba | USBGC | 437,838 | 5.555 | 01/30/2023 | 438,276 | 01/27/2028 | 1,548 | 5.531 | 430,841 | 3130AUJJ4 | 27516 | 438,210 |
| Fund Total and Average | | \$ 31,711,833 | 3.476 | | \$ 31,656,320 | | 607 | 3.628 | \$ 30,597,457 | | | \$ 31,656,076 |

Hydro Debt Service

| | | | | | | | | | | | | |
|------------------------|-------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| Federal Home Loan Ba | USBT | 470,000 | 5.260 | 07/28/2023 | 459,150 | 01/02/2024 | 62 | 5.459 | 465,826 | 313384RG6 | 27616 | 465,742 |
| Federal Home Loan Ba | USBT | 466,000 | 5.285 | 09/28/2023 | 459,433 | 01/02/2024 | 62 | 5.435 | 461,862 | 313384RG6 | 27653 | 461,759 |
| Federal National Mtg | USBT | 468,000 | 5.250 | 08/29/2023 | 459,401 | 01/02/2024 | 62 | 5.422 | 463,844 | 313588RG2 | 27629 | 463,769 |
| U.S. Treasury | USBGC | 464,000 | 5.240 | 10/25/2023 | 459,340 | 01/02/2024 | 62 | 5.366 | 459,759 | 912797HX8 | 27662 | 459,813 |
| Fund Total and Average | | \$ 1,868,000 | 5.259 | | \$ 1,837,324 | | 62 | 5.421 | \$ 1,851,291 | | | \$ 1,851,083 |

Hydro 2018A Debt Service

| | | | | | | | | | | | | |
|------------------------|-------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| Federal Home Loan Ba | USBT | 1,276,000 | 5.260 | 07/28/2023 | 1,246,543 | 01/02/2024 | 62 | 5.459 | 1,264,669 | 313384RG6 | 27617 | 1,264,441 |
| Federal Home Loan Ba | USBT | 1,265,000 | 5.285 | 09/28/2023 | 1,247,172 | 01/02/2024 | 62 | 5.435 | 1,253,767 | 313384RG6 | 27654 | 1,253,486 |
| Federal National Mtg | USBT | 1,269,000 | 5.250 | 08/29/2023 | 1,245,682 | 01/02/2024 | 62 | 5.422 | 1,257,731 | 313588RG2 | 27630 | 1,257,526 |
| U.S. Treasury | USBGC | 1,259,000 | 5.240 | 10/25/2023 | 1,246,355 | 01/02/2024 | 62 | 5.366 | 1,247,493 | 912797HX8 | 27663 | 1,247,638 |
| Fund Total and Average | | \$ 5,069,000 | 5.259 | | \$ 4,985,752 | | 62 | 5.421 | \$ 5,023,660 | | | \$ 5,023,091 |

Hydro 2022A Debt Service

| | | | | | | | | | | | | |
|----------------------|-------|---------|-------|------------|---------|------------|----|-------|---------|-----------|-------|---------|
| Federal Home Loan Ba | USBT | 792,000 | 5.260 | 07/28/2023 | 773,716 | 01/02/2024 | 62 | 5.459 | 784,967 | 313384RG6 | 27618 | 784,825 |
| Federal Home Loan Ba | USBT | 784,000 | 5.285 | 09/28/2023 | 772,951 | 01/02/2024 | 62 | 5.435 | 777,038 | 313384RG6 | 27655 | 776,864 |
| Federal National Mtg | USBT | 787,000 | 5.250 | 08/29/2023 | 772,539 | 01/02/2024 | 62 | 5.422 | 780,011 | 313588RG2 | 27631 | 779,884 |
| U.S. Treasury | USBGC | 781,000 | 5.239 | 10/25/2023 | 773,156 | 01/02/2024 | 62 | 5.366 | 773,862 | 912797HX8 | 27664 | 773,952 |



Northern California Power Agency

Treasurer's Report

10/31/2023

hydro 2022A Debt Service

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|-------|--------------|----------------|
| Fund Total and Average | | \$ 3,144,000 | 5.259 | | \$ 3,092,362 | | 62 | 5.421 | \$ 3,115,878 | | | \$ 3,115,525 |

hydro 2022B Debt Service

| | | | | | | | | | | | | |
|------------------------|-------|--------------|-------|------------|------------|------------|----|-------|--------------|-----------|-------|--------------|
| Federal Home Loan Ba | USBGC | 255,000 | 5.260 | 07/28/2023 | 249,113 | 01/02/2024 | 62 | 5.459 | 252,736 | 313384RG6 | 27619 | 252,690 |
| Federal Home Loan Ba | USBT | 252,000 | 5.285 | 09/28/2023 | 248,448 | 01/02/2024 | 62 | 5.435 | 249,762 | 313384RG6 | 27656 | 249,706 |
| Federal National Mtg | USBT | 254,000 | 5.250 | 08/29/2023 | 249,333 | 01/02/2024 | 62 | 5.422 | 251,744 | 313588RG2 | 27632 | 251,703 |
| U.S. Treasury | USBGC | 251,000 | 5.240 | 10/25/2023 | 248,479 | 01/02/2024 | 62 | 5.366 | 248,706 | 912797HX8 | 27665 | 248,735 |
| Fund Total and Average | | \$ 1,012,000 | 5.259 | | \$ 995,373 | | 62 | 5.421 | \$ 1,002,948 | | | \$ 1,002,834 |

hydro Special Reserve

| | | | | | | | | | | | | |
|------------------------|-------|--------------|-------|------------|--------------|------------|-----|-------|--------------|-----------|-------|--------------|
| First American Govt. | USBGC | 5,000 | 5.220 | | 5,000 | | 1 | 5.220 | 5,000 | SYS70016 | 70016 | 5,000 |
| Federal National Mtg | USBGC | 1,495,000 | 0.500 | 02/16/2021 | 1,497,796 | 11/07/2025 | 737 | 0.460 | 1,363,739 | 3135G06G3 | 27166 | 1,496,193 |
| Fund Total and Average | | \$ 1,500,000 | 0.516 | | \$ 1,502,796 | | 735 | 0.476 | \$ 1,368,739 | | | \$ 1,501,193 |

hydro 2012 DSRA

| | | | | | | | | | | | | |
|------------------------|------|---------------|-------|------------|---------------|------------|-----|-------|---------------|-----------|-------|---------------|
| U.S. Treasury | USBT | 20,000 | 4.321 | 12/28/2022 | 19,191 | 11/30/2023 | 29 | 4.518 | 19,915 | 912796ZD4 | 27505 | 19,930 |
| U.S. Treasury | USBT | 17,000 | 4.297 | 01/10/2023 | 16,286 | 12/28/2023 | 57 | 4.500 | 16,857 | 912796ZN2 | 27508 | 16,884 |
| U.S. Treasury | USBT | 18,000 | 4.938 | 07/28/2023 | 17,207 | 06/13/2024 | 225 | 5.179 | 17,418 | 912797FS1 | 27623 | 17,444 |
| U.S. Treasury | USBT | 1,875,000 | 1.750 | 04/27/2022 | 1,843,359 | 06/30/2024 | 242 | 2.551 | 1,829,231 | 9128286Z8 | 27388 | 1,865,369 |
| Fund Total and Average | | \$ 1,930,000 | 1.828 | | \$ 1,896,043 | | 238 | 2.613 | \$ 1,883,421 | | | \$ 1,919,627 |
| GRAND TOTALS: | | \$ 46,234,833 | 3.736 | | \$ 45,965,970 | | 465 | 3.911 | \$ 44,843,394 | | | \$ 46,069,429 |

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 10/31/2023

Callable Dates:

| Inv # | | Inv # | |
|-------|-----------------------------------|-------|------------------------------------|
| 6950 | WMT Anytime starting 10/15/2024 | 27514 | FNMA Quarterly |
| 7004 | FAMCA Semi-annually | 27515 | FHLB Quarterly |
| 7131 | ELPASO Annually | 27516 | FHLB Quarterly |
| 7132 | FFCB Anytime | 27517 | FHLB Quarterly |
| 7135 | CASDEV Anytime | 27518 | FHLB Quarterly |
| 7136 | FNMA Quarterly | 27519 | FHLB Quarterly |
| 7140 | JPM Quarterly starting 12/22/2023 | 27521 | FHLB Quarterly |
| 7161 | JPGETY Anytime | 27522 | FHLMC Quarterly |
| 7165 | FHLB Anytime | 27523 | FHLMC Quarterly |
| 7221 | BK 3/24/2025 | 27524 | FHLMC Quarterly starting 1/30/2024 |
| 7253 | FHLB Quarterly | 27525 | FHLMC 1/30/2024 only |
| 7254 | FHLB Monthly | 27538 | FHLMC Quarterly |
| 7257 | BAC Semi-annually | 27542 | FHLMC Quarterly |
| 7344 | FHLB 12/29/2023 | 27589 | AZSHGR Anytime |
| 7442 | FHLB Quarterly | | |



Northern California Power Agency

Treasurer's Report

10/31/2023

EC GHG Auction Acct

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|-------------------------------|---------------------|-------------------|---------------|---------------|-------------------|---------------|------------------|-------------------|-------------------|----------|--------------|-------------------|
| California Asset Mgm | CMP | 169,020 | 5.550 | 09/13/2022 | 169,020 | | 1 | 5.550 | 169,020 | SYS70077 | 70077 | 169,020 |
| ocal Agency Investm | | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70046 | 70046 | 0 |
| Fund Total and Average | | \$ 169,020 | 5.550 | | \$ 169,020 | | 1 | 5.550 | \$ 169,020 | | | \$ 169,020 |

EC Issue #1 2010B DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-------|---------------------|--------------|------------|---------------------|------------|-----------|--------------|---------------------|-----------|-------|---------------------|
| S Bank Trust | USB | 33 | 0.010 | | 33 | | 1 | 0.010 | 33 | SYS79004 | 79004 | 33 |
| .S. Treasury | USBT | 737,000 | 5.160 | 06/30/2023 | 720,838 | 11/30/2023 | 29 | 5.348 | 733,860 | 912796ZD4 | 27611 | 733,937 |
| .S. Treasury | USBT | 734,000 | 5.230 | 07/28/2023 | 720,671 | 11/30/2023 | 29 | 5.400 | 730,873 | 912796ZD4 | 27620 | 730,908 |
| .S. Treasury | USBGC | 725,000 | 5.250 | 10/25/2023 | 721,194 | 11/30/2023 | 29 | 5.351 | 721,912 | 912796ZD4 | 27667 | 721,934 |
| ederal Home Loan Ba | USBT | 731,000 | 5.300 | 08/29/2023 | 720,884 | 12/01/2023 | 30 | 5.449 | 727,864 | 313384PY9 | 27634 | 727,771 |
| ederal National Mtg | USBT | 728,000 | 5.205 | 09/28/2023 | 721,264 | 12/01/2023 | 30 | 5.326 | 724,877 | 313588PY5 | 27648 | 724,842 |
| Fund Total and Average | | \$ 3,655,033 | 5.229 | | \$ 3,604,884 | | 29 | 5.375 | \$ 3,639,419 | | | \$ 3,639,425 |

EC Issue #2 2010B DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-------|---------------------|--------------|------------|---------------------|------------|-----------|--------------|---------------------|-----------|-------|---------------------|
| S Bank Trust | USB | 316 | 0.010 | | 316 | | 1 | 0.010 | 316 | SYS79012 | 79012 | 316 |
| .S. Treasury | USBT | 796,000 | 5.160 | 06/30/2023 | 778,544 | 11/30/2023 | 29 | 5.348 | 792,609 | 912796ZD4 | 27612 | 792,691 |
| .S. Treasury | USBT | 821,000 | 5.229 | 07/28/2023 | 806,091 | 11/30/2023 | 29 | 5.400 | 817,503 | 912796ZD4 | 27621 | 817,541 |
| .S. Treasury | USBGC | 811,000 | 5.250 | 10/25/2023 | 806,742 | 11/30/2023 | 29 | 5.351 | 807,545 | 912796ZD4 | 27668 | 807,570 |
| ederal Home Loan Ba | USBT | 818,000 | 5.300 | 08/29/2023 | 806,680 | 12/01/2023 | 30 | 5.449 | 814,491 | 313384PY9 | 27635 | 814,387 |
| ederal National Mtg | USBT | 813,000 | 5.205 | 09/28/2023 | 805,477 | 12/01/2023 | 30 | 5.326 | 809,512 | 313588PY5 | 27649 | 809,474 |
| Fund Total and Average | | \$ 4,059,316 | 5.229 | | \$ 4,003,850 | | 29 | 5.375 | \$ 4,041,976 | | | \$ 4,041,979 |

EC Issue#1 2017A DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-------|---------------------|--------------|------------|---------------------|------------|-----------|--------------|---------------------|-----------|-------|---------------------|
| .S. Treasury | USBT | 681,000 | 5.160 | 06/30/2023 | 666,066 | 11/30/2023 | 29 | 5.348 | 678,099 | 912796ZD4 | 27613 | 678,169 |
| .S. Treasury | USBT | 664,000 | 5.230 | 07/28/2023 | 651,942 | 11/30/2023 | 29 | 5.400 | 661,171 | 912796ZD4 | 27622 | 661,203 |
| .S. Treasury | USBGC | 655,000 | 5.250 | 10/25/2023 | 651,561 | 11/30/2023 | 29 | 5.351 | 652,210 | 912796ZD4 | 27669 | 652,230 |
| ederal Home Loan Ba | USBT | 661,000 | 5.300 | 08/29/2023 | 651,852 | 12/01/2023 | 30 | 5.449 | 658,164 | 313384PY9 | 27636 | 658,081 |
| ederal National Mtg | USBT | 657,000 | 5.205 | 09/28/2023 | 650,921 | 12/01/2023 | 30 | 5.326 | 654,181 | 313588PY5 | 27650 | 654,150 |
| Fund Total and Average | | \$ 3,318,000 | 5.229 | | \$ 3,272,342 | | 29 | 5.375 | \$ 3,303,825 | | | \$ 3,303,833 |

EC Issue #1 2010 DSR Fund

| | | | | | | | | | | | | |
|---------------------|------|-----------|-------|------------|-----------|------------|-----|-------|-----------|-----------|-------|-----------|
| S Bank Trust | USB | 736 | 0.010 | | 736 | | 1 | 0.010 | 736 | SYS79005 | 79005 | 736 |
| ederal Home Loan Ba | USBT | 20,000 | 4.875 | 04/25/2023 | 20,107 | 09/13/2024 | 317 | 4.468 | 19,894 | 3130ATVD6 | 27586 | 20,067 |
| ederal Home Loan Mt | USBT | 4,800,000 | 5.010 | 12/29/2022 | 4,800,000 | 12/29/2025 | 789 | 5.010 | 4,761,888 | 3134GY7C0 | 27506 | 4,800,000 |



Northern California Power Agency

Treasurer's Report

10/31/2023

EC Issue #1 2010 DSR Fund

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|-----------|--------------|----------------|
| Federal Farm Credit | USBT | 4,430,000 | 0.840 | 03/02/2021 | 4,430,000 | 03/02/2026 | 852 | 0.840 | 4,011,941 | 3133EMSK9 | 27199 | 4,430,000 |
| Federal Home Loan Ba | USBT | 150,000 | 0.875 | 08/27/2021 | 150,528 | 06/12/2026 | 954 | 0.799 | 135,017 | 3130AN4T4 | 27270 | 150,288 |
| Federal Home Loan Ba | USBT | 120,000 | 4.000 | 07/28/2023 | 118,496 | 06/30/2028 | 1,703 | 4.285 | 114,767 | 3130AWN63 | 27624 | 118,575 |
| U.S. Treasury | USBT | 21,000 | 4.375 | 09/28/2023 | 20,785 | 08/31/2028 | 1,765 | 4.608 | 20,600 | 91282CHX2 | 27647 | 20,789 |
| Fund Total and Average | | \$ 9,541,736 | 2.994 | | \$ 9,540,652 | | 833 | 2.996 | \$ 9,064,843 | | | \$ 9,540,455 |

EC Iss#1 2010B BABS Subs Resv

| | | | | | | | | | | | | |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| S 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 | 29 | 5.355 | 2,307,130 | 912796ZD4 | 27600 | 2,307,388 |
| Fund Total and Average | | \$ 2,317,793 | 5.148 | | \$ 2,259,788 | | 29 | 5.354 | \$ 2,307,923 | | | \$ 2,308,181 |

EC Issue #2 2010B DSR BABS

| | | | | | | | | | | | | |
|------------------------|------|------------|-------|------------|------------|------------|----|-------|------------|-----------|-------|------------|
| S 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 | 29 | 5.355 | 896,166 | 912796ZD4 | 27601 | 896,266 |
| Fund Total and Average | | \$ 900,229 | 5.149 | | \$ 877,698 | | 29 | 5.354 | \$ 896,395 | | | \$ 896,495 |

EC O & M Reserve

| | | | | | | | | | | | | |
|---------------------------|-------|-----------|-------|------------|-----------|------------|-------|-------|-----------|-----------|-------|-----------|
| First American Govt. | USBGC | 10,438 | 5.220 | | 10,438 | | 1 | 5.220 | 10,438 | SYS70041 | 70041 | 10,438 |
| California Asset Mgm | CMP | 3,587,457 | 5.550 | 09/09/2022 | 3,587,457 | | 1 | 5.550 | 3,587,457 | SYS70075 | 70075 | 3,587,457 |
| Local Agency Investm | | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70047 | 70047 | 0 |
| Federal Farm Credit | USBGC | 50,000 | 5.125 | 02/28/2023 | 49,991 | 02/28/2024 | 119 | 5.143 | 49,913 | 3133EPCB9 | 27557 | 49,997 |
| Federal Farm Credit | USBGC | 2,050,000 | 5.375 | 09/15/2023 | 2,053,075 | 09/13/2024 | 317 | 5.217 | 2,047,356 | 3133EPVU6 | 27640 | 2,052,680 |
| Antipillar Financia | USBGC | 465,000 | 3.250 | 02/03/2020 | 496,569 | 12/01/2024 | 396 | 1.776 | 453,719 | 14912L6G1 | 26952 | 472,084 |
| Asheville Met Gov | USBGC | 350,000 | 0.610 | 09/18/2023 | 350,000 | 07/01/2025 | 608 | 0.609 | 322,581 | 592112XC5 | 27645 | 350,000 |
| Asheville Met Gov | USBGC | 150,000 | 0.610 | 09/18/2023 | 150,000 | 07/01/2025 | 608 | 0.609 | 138,740 | 592112XA9 | 27646 | 150,000 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 07/30/2020 | 1,001,000 | 07/29/2025 | 636 | 0.579 | 922,430 | 3136G4D75 | 27047 | 1,000,349 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 08/18/2020 | 1,000,000 | 08/18/2025 | 656 | 0.600 | 920,100 | 3136G4G72 | 27057 | 1,000,000 |
| Federal Farm Credit | USBGC | 750,000 | 0.530 | 09/29/2020 | 750,000 | 09/29/2025 | 698 | 0.530 | 686,490 | 3133EMBH4 | 27083 | 750,000 |
| Federal Farm Credit | USBGC | 670,000 | 0.530 | 09/29/2020 | 670,000 | 09/29/2025 | 698 | 0.530 | 613,264 | 3133EMBJ0 | 27084 | 670,000 |
| Apple Inc. | USBGC | 500,000 | 0.700 | 02/17/2021 | 500,000 | 02/08/2026 | 830 | 0.699 | 451,625 | 037833EB2 | 27170 | 500,000 |
| P Morgan | USBGC | 500,000 | 1.200 | 04/30/2021 | 500,000 | 04/30/2026 | 911 | 1.200 | 439,760 | 48128G3G3 | 27222 | 500,000 |
| Fidelity Mutual Global Fu | USBGC | 1,000,000 | 1.200 | 08/02/2021 | 1,007,220 | 07/16/2026 | 988 | 1.050 | 886,610 | 57629WDE7 | 27250 | 1,003,946 |
| Bank of America Corp | USBGC | 100,000 | 1.250 | 08/26/2021 | 100,000 | 08/26/2026 | 1,029 | 1.250 | 86,562 | 06048WN22 | 27259 | 100,000 |
| Antipillar Financia | USBGC | 500,000 | 1.150 | 10/13/2021 | 498,165 | 09/14/2026 | 1,048 | 1.227 | 444,255 | 14913R2Q9 | 27290 | 498,930 |
| SMC Arizona Corp. | USBGC | 850,000 | 1.750 | 12/08/2021 | 857,242 | 10/25/2026 | 1,089 | 1.567 | 763,054 | 872898AA9 | 27335 | 854,427 |
| Public Storage | USBGC | 515,000 | 1.500 | 11/15/2021 | 515,242 | 11/09/2026 | 1,104 | 1.490 | 459,313 | 74460DAG4 | 27310 | 515,147 |
| Public Storage | USBGC | 1,064,000 | 1.500 | 12/08/2021 | 1,065,234 | 11/09/2026 | 1,104 | 1.475 | 948,950 | 74460DAG4 | 27341 | 1,064,758 |
| City of Beverly Hill | USBGC | 200,000 | 1.327 | 06/28/2022 | 179,194 | 06/01/2027 | 1,308 | 3.654 | 172,918 | 088006KB6 | 27424 | 184,862 |



Northern California Power Agency

Treasurer's Report

10/31/2023

EC O & M Reserve

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|---------------|---------------|---------------|-----------------|---------------|------------------|-------------------|---------------|-----------|--------------|----------------|
| Mercedes-Benz Fin. N | USBGC | 275,000 | 3.750 | 06/26/2023 | 260,832 | 02/22/2028 | 1,574 | 5.003 | 254,752 | 233851DF8 | 27609 | 261,889 |
| Fund Total and Average | | \$ 15,586,895 | 2.760 | | \$ 15,601,659 | | 594 | 2.723 | \$ 14,660,287 | | | \$ 15,576,964 |
| GRAND TOTALS: | | \$ 39,548,022 | 3.709 | | \$ 39,329,893 | | 446 | 3.753 | \$ 38,083,688 | | | \$ 39,476,352 |

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 10/31/2023

Callable Dates:

IV #

| | | |
|------|-------|---------------------------|
| 7047 | FHLMC | Quarterly |
| 7057 | FNMA | Quarterly |
| 7083 | FFCB | Anytime |
| 7084 | FFCB | Anytime |
| 7170 | APPL | Anytime starting 1/8/2026 |
| 7199 | FFCB | Anytime |
| 7222 | JPM | Annually |
| 7259 | BAC | Semi-annually |
| 7506 | FHLMC | 12/29/2023 |



Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

| | | |
|--------------------|--------------------------------|-----------------------------|
| FROM: | Monty Hanks <i>[Signature]</i> | METHOD OF SELECTION: |
| | Assistant General Manager | N/A |
| Division: | Administrative Services | |
| Department: | Accounting & Finance | |

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

RECOMMENDATION:

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

- Two GE Safety Disconnect Switch 3-Poles from the Hydro Facility
- Scrap metal from the Hydro Facility
- 8 vehicles from the Geothermal Facility
- Office furniture and mobile phones from Headquarters

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the printed name.

RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal

Date: 10/13/20

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

| 1. | QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|----|-----|------|---|--------|-----------------|---------|-------------------------------|------------------|
| | | | | | UNIT | TOTAL | | |
| 1. | 2 | ea | GE Safety Disconnect Switch 3-Poles | G | 1 | \$1,000 | | Murphys |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

GE Disconnect Switch purchased for New Spicer Meadow Powerhouse to have visible disconnect 14 years ago. Breakers were installed instead. In storage for the last 14 years.

PREPARED BY: [Signature] 10.13.20 [Signature]

APPROVED BY: [Signature] ORG. CODE: 650
(ASST. GEN. MANAGER)

AUTHORIZATION TO PROCEED: [Signature] DATE: 10/21/20
(GENERAL MANAGER)

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE _____
PUBLIC SALE: _____ SEALED BIDS ☒ AUCTION
DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE – TRASH/JUNK
DISPOSITION JUSTIFICATION:

Plan to offer these for sale via eBay. Scrap if no interest.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



Date: 08/28/2023

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

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

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Item #1: Scrap/Recycle Value. These items will be recycled at a scrap yard.

PREPARED BY: Jacob Eymann
Jacob Eymann (Aug 30, 2023 11:22 PDT)

APPROVED BY: michaeldebortoli ORG. CODE: 650
michaeldebortoli (Aug 30, 2023 12:36 PDT)
(ASST. GEN. MANAGER)

AUTHORIZATION TO PROCEED: Randy S Howard DATE: _____
Randy S Howard (Aug 30, 2023 13:09 PDT)
(GENERAL MANAGER)

RECOMMENDED DISPOSITION:
NEGOTIATED (Private) SALE _____
PUBLIC SALE: _____ SEALED BIDS _____ AUCTION
DISPOSAL: ☒ SCRAP/RECYCLE VALUE _____ NO VALUE – TRASH/JUNK
DISPOSITION JUSTIFICATION:

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

phone: (209) 728-1387
fax: (209) 728-1391
web: www.ncpa.com

Disposal of Surplus Property

Date: 11-2-23

This notice confirms that Northern California Power Agency has disposed of the following items below:

- Two (2) GE Safety Disconnect Switch 3-Poles described in DOE 10/21/2020
- One (1) Lot of Miscellaneous Scrap Metals described in DOE 8/28/23

To the following:

Ben Cover, Scrap Metal Pickup
(209) 770-3468

Delivery Acknowledgment:

Delivered By: Ben Cover

Printed Name: Ben Cover

Date: 11-2-23

Date: 8/9/2023DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT

| | QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|----|-----------|----------|---|--------------|-----------------|--------------|-------------------------------|------------------|
| | | | | | UNIT | TOTAL | | |
| 1. | <u>10</u> | <u>1</u> | <u>Cloth Office Guest Chairs various colors</u> – Chairs are worn with some rips in the fabric, stains etc. | <u>Poor</u> | <u>3.00</u> | <u>30.00</u> | | <u>HQ</u> |
| 2. | <u>2</u> | <u>1</u> | <u>Locker Style Cabinets</u> | <u>Poor</u> | <u>10.00</u> | <u>20.00</u> | | <u>HQ</u> |
| 3. | <u>2</u> | <u>1</u> | <u>Wooden End Table</u> | <u>Fair</u> | <u>10.00</u> | <u>20.00</u> | | <u>HQ</u> |
| 4. | <u>1</u> | <u>1</u> | <u>Plastic Workstation Desk 31" x 26"</u> | <u>Fair</u> | <u>10.00</u> | <u>10.00</u> | | <u>HQ</u> |
| 5. | <u>4</u> | <u>1</u> | <u>iPhone</u> – Qty 2 iPhone 6 and 2 iPhone7's these devices are no longer supported, not holding charges, and are identified for credit return | <u>Fair</u> | <u>10.00</u> | <u>40.00</u> | | <u>HQ</u> |
| 6. | <u>2</u> | <u>1</u> | <u>Cingular Wireless Rugby 8 phones</u> – no longer supported | <u>Scrap</u> | <u>3.00</u> | <u>12.00</u> | | <u>HQ</u> |
| 7. | <u>10</u> | <u>1</u> | <u>Task Chairs</u> – Chairs are worn with rips in upholstery, broken arms, and pulled out of service for ergonomic purposes | <u>Poor</u> | <u>3.00</u> | <u>30.00</u> | | <u>HQ</u> |
| 8. | <u>2</u> | <u>1</u> | <u>Book Case</u> | <u>Poor</u> | <u>5.00</u> | <u>10.00</u> | | <u>HQ</u> |
| 9. | <u>1</u> | <u>1</u> | <u>Overhead Projector</u> | <u>Scrap</u> | <u>0.0</u> | <u>0.0</u> | | <u>HQ</u> |

JUSTIFICATION FOR EXCESS/DISPOSAL:

Items have been in storage for several years, primarily replaced with new office furniture. Items were offered up to NCPA Plant Managers to determine if there is a business purpose for keeping them. We have determined that these items are past their usable life for HQ's purposes.

PREPARED BY: Jonathan Ashcraft, Facilities ManagerAPPROVED BY: Marty HaulORG.
CODE:AUTHORIZATION
TO PROCEED: Larry S. Haul

(ASST. GEN. MANAGER)

(GENERAL MANAGER)

DATE: 8/23/23RECOMMENDED DISPOSITION: **Waste - Trash / Landfill & Recycle**

NEGOTIATED (Private SALE _____)

PUBLIC SALE _____ SEALED BIDS _____ AUCTION _____

DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ - NO VALUE-TRASH/JUNK

DISPOSITION JUSTIFICATION:

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

ORIGINAL TO TREASURER-CONTROLLER

Trans ID 000000958587
 Order ID PAYAPI-de6621fb-9a77
 -4ff0-b4ba-fe2d208ff
 e3d
 Payment Type Credit
 Trans Type Purchase
 Date/Time 2023-10-20 10:22:18
 Card Type Visa
 Card Number XXXXXXXXXXXXX8102
 Entry Legend CHIP READ
 Entry Method CONTACTLESS
 Approval Code 000961
 AC 81FAC24C2BB2E7D4
 ATC 002A
 AID A0000000031010
 AID NAME VISA CREDIT
 TVR 0000000000
 Resp CD 00
 TRN REF # 463293625389420
 VAL CODE WJB3
 Total Amount USD\$23.75

Description: _____

Approved - Thank You

No Signature Required

*****Customer Copy*****
 Retain this copy for statement
 verification

OUND CASH

| SITE | TICKET | GRID | WEIGHMASTER | | | |
|-----------|----------|-----------|------------------|---------|----------|--|
| 34 | 04463084 | Z-WALL | Angelena Woolley | | | |
| DATE IN | DATE OUT | TIME IN | TIME OUT | VEHICLE | ROLL OFF | |
| 10/20/23 | 10/20/23 | 10:22 | 10:22 | 401 | | |
| REFERENCE | | ORIGIN | | | | |
| | | ROSEVILLE | | | | |

| SCRIPTION | RATE | EXTENSION | FEE | TOTAL |
|-----------|--------|-----------|------|-------|
| | 23.750 | 23.75 | 0.00 | 23.75 |

NET AMOUNT

| |
|-----------|
| 23.75 |
| TENDERED |
| 23.75 |
| CHANGE |
| 0.00 |
| CHECK NO. |
| OE# |

SIGNATURE _____

Trans ID: 000000942496
 Order ID: PAYMENT-5f297a9a-0df0-451a-b2b3-0a85517d3
 16a
 Payment Type: Credit
 Trans Type: Purchase
 Date/Time: 2023-09-08 12:07:01
 Card Type: Visa
 Card Number: XXXXXXXXXXXXX102
 Entry Legend: CHIP READ
 Entry Method: CONTACT
 Approval Code: 098733
 AC: 99CEC583D6YB63E8
 ATC: 0026
 AID: A0000000031010
 AID NAME: VISA CREDIT
 CVC: 8080008000
 CSI: 6800
 Resp CD: 23
 TRN REF #: 583251638209803
 VAL CODE: KEXX
 Total Amount: USD23.75

UND CASH

| SITE | TICKET | GRID | WEIGHMASTER | | | |
|-----------|----------|-----------|-------------|---------|----------|--|
| 34 | 04424319 | Z-WALL | Adam Pinder | | | |
| DATE IN | DATE OUT | TIME IN | TIME OUT | VEHICLE | ROLL OFF | |
| 09/08/23 | 09/08/23 | 12:07 | 12:07 | 99 | | |
| REFERENCE | | ORIGIN | | | | |
| | | ROSEVILLE | | | | |

| DESCRIPTION | RATE | EXTENSION | FEE | TOTAL |
|-------------|--------|-----------|------|-------|
| | 23.750 | 23.75 | 0.00 | 23.75 |
| | 0.000 | 0.00 | 0.00 | 0.00 |

Description:

Approved - Thank You

X

Cardholder Signature

Buyer agrees to pay total amount above according to cardholder's agreement with issuer.

****Customer Copy****
 Retain this copy for statement verification

SIGNATURE

| NET AMOUNT |
|------------|
| 23.75 |
| TENDERED |
| 23.75 |
| CHANGE |
| 0.00 |
| CHECK NO. |
| OE# |



**NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS**

Date: 11/20/23

| | QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND ** | ESTIMATED VALUE | | NCPA Property# / Stock # / Fleet # or Project # | SITE LOCATION |
|----|-----|------|---|------------|-----------------|---------------|---|------------------|
| | | | | | UNIT | TOTAL | | |
| 1. | 1 | Ea | 1GBJC34J6WF046765, Chevy, C3500 | P | 1 | \$500 or less | Asset 498 | GEO |
| 2. | 1 | Ea | 1FTRF18W2YKA48393, Ford, F-150 | P | 1 | \$500 or less | Asset 567 | GEO |
| 3. | 1 | Ea | 1FTZR15V5YTA23789, Ford, Ranger | P | 1 | \$500 or less | Asset 568 | GEO |
| 4. | 1 | Ea | 1FTZR15V6YPA28458, Ford, Ranger | P | 1 | \$500 or less | Asset 569 | GEO |
| 5. | 1 | Ea | 1FTRF18WX1KF03996, Ford, F-150 | P | 1 | \$500 or less | Asset 572 | GEO |
| 6. | 1 | Ea | 1FDWF37S24EB36071, Ford, F-350 | P | 1 | \$500 or less | Asset 599 | GEO |
| 7. | 1 | Ea | 1FTRF14W55NA21186, Ford. F-150 | P | 1 | \$500 or less | Asset 707 | GEO |
| 8. | 1 | Ea | 1FTRF14587KD33207, Ford, F-150 | P | <u>1</u> | \$500 or less | Asset 875 | GEO |
| 9. | | | | | | | | |

JUSTIFICATION FOR EXCESS/DISPOSAL: These vehicles were not operational and were taken out of service.

RECOMMENDED DISPOSITION: These vehicles were donated to Cal-Fire to be used in training exercises

PREPARED BY: Sara A. Green

ORG.

APPROVED BY: _____ CODE: _____

(ASST. GEN. MANAGER)

AUTHORIZATION

TO PROCEED: _____ DATE: _____

(GENERAL MANAGER)

ORIGINAL TO TREASURER-CONTROLLER

☐ PUBLIC SALE ☐ PRIVATE SALE
☒ DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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



Date: 6-22-22

DECLARATION OF SURPLUS SUPPLIES, MATERIALS & EQUIPMENT

| | QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|----|----------|------|---|----------|-----------------|---------------|-------------------------------|------------------------|
| | | | | | UNIT | TOTAL | | |
| 1. | <u>1</u> | | <u>2000 Ford Ranger 1FTZR1SV5YTA23789</u> | <u>P</u> | | <u>500.00</u> | <u>568</u> | <u>12000 Ridge Rd.</u> |
| 2. | <u>1</u> | | <u>1998 Chevrolet C3500 Flatbed 1GB3C34J6WF046765</u> | <u> </u> | | | <u>498</u> | <u> </u> |
| 3. | <u>1</u> | | <u>1999 Ford Ranger 1FTZR1SV6PA28458</u> | <u> </u> | | | <u>569</u> | <u> </u> |
| 4. | <u>1</u> | | <u>2005 F150 Ford Pickup 1FTRF14WSSNA21186</u> | <u> </u> | | | <u>707</u> | <u> </u> |
| 5. | <u>1</u> | | <u>2007 F150 Ford Pickup 1FTRF14S87KD33207</u> | <u> </u> | | | <u>875</u> | <u> </u> |
| 6. | <u>1</u> | | <u>2000 F150 Ford Pickup 1FTRF18W1K1KFD3996</u> | <u> </u> | | | <u>572</u> | <u> </u> |
| 7. | <u>1</u> | | <u>1999 F150 Ford Pickup 1FTRF18W2YKA4B393</u> | <u> </u> | | | <u>567</u> | <u> </u> |
| 8. | | | | | | | | <u>✓</u> |

JUSTIFICATION FOR SURPLUS/DISPOSAL: All vehicles have been fully depreciated in value. Couple have door or body damage that exceed being repaired, others are high in cost on maintenance side and some parts are obsolete to obtain to complete repairs.
VEHICLES ARE TO BE DONATED MIDDLETOWN FD FOR RESCUE TRAINING

PREPARED BY: Tom O'Brien

APPROVED BY: [Signature] ORG. CODE: _____

AUTHORIZATION TO PROCEED: [Signature] (ASST. GEN. MANAGER)
[Signature] (GENERAL MANAGER) DATE: 1/17/23

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE _____

PUBLIC SALE: _____ SEALED BIDS _____ AUCTION

DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK

DISPOSITION JUSTIFICATION: Donating these vehicles. Free's us of paying to haul away @ great expense also frees up employees on bid process. we spend more time vs Return on investment of time

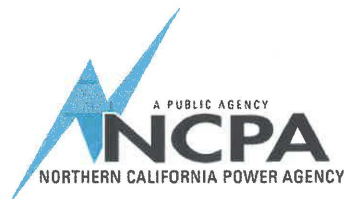
** CONDITION: EXCELLENT (E), GOOD (G), AVERAGE (A), POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

Retired Vehicles

[illegible]




Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: First Amendment to Resolution 23-13, Revised Deposit Calculation for Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements

AGENDA CATEGORY: Consent

| | | |
|--------------------|---|-----------------------------|
| FROM: | Monty Hanks  | METHOD OF SELECTION: |
| | Assistant General Manager/CFO | N/A |
| Division: | Administrative Services | |
| Department: | Accounting & Finance | |

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

RECOMMENDATION:

Approve the First Amendment to Resolution 23-13 extending the temporary implementation timeframe through calendar year 2024 allowing staff to continue working with the Members obtaining the governing body approval of the updated program agreement terms. The temporary Schedule Coordination Program Agreements deposit calculation is based on the highest two months of estimated CAISO costs, and the temporary deposit calculation for the other Programs is based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market.

BACKGROUND:

The Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program. On February 23, 2023, the Commission authorized the revised deposit calculation requirements for the Programs and authorized the General Manager or his designee to temporarily implement the revised deposit calculations through calendar year 2023. Staff implemented the revised calculation methodologies in the month of February 2023.

Prior to the approval of the revised calculations, the pending fiscal year 2024 budget reflected that all but one member would be required to deposit additional funds into the Schedule Coordination Program Agreement Balancing Account (SCPA) for a total additional collection of \$9.0 million. With the application of the revised methodology, all members' SCPA balances fell within the calculation tolerance range, and no additional collections or refunds were required. As a result of the revised methodology, members' committed funds totaling \$7.9 million were released back to their available GOR balances for the other programs.

During calendar year 2024, staff will continue to work with members to revise respective program agreements. The extension of time will provide the continued benefit of the revised calculation methodologies to participating members until the agreements have been amended by the Commission and the participating members' governing bodies. The deposit methodology requirements will be included in Policy No. 200-101, and the respective agreements will reference that policy. Each subsequent update will require Commission-approved updates to Policy No. 200-101.

This new methodology will not be applicable to the Purchase Agreements Between Geysers Power Company, LLC and Northern California Power Agency and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC. These executed agreements require security in an amount equal to the highest three (3) months of estimated project costs for the initial term from January 2025 through December 2026, as estimated by NCPA, to be collected no later than November 1, 2024. No later than November 1, 2026, each Participant shall adjust the Security Deposit to an amount equal to the highest three (3) months of estimated Project Costs for the period January 2027 through December 2036, as estimated by NCPA.

FISCAL IMPACT:

Approval of the First Amendment to Resolution 23-13 will not have a direct impact on the appropriations already authorized by the approval of the FY2024 budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- First Amendment to Resolution 23-13

AMENDED RESOLUTION 23-13

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING AMENDMENT TO REVISED DEPOSIT CALCULATION REQUIREMENTS
TO EXTEND THROUGH CALENDAR YEAR 2024**

(reference Staff Report #235:23)

WHEREAS, the Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program; and

WHEREAS, on February 23, 2023, the Commission authorized the revised deposit calculation requirements for the Programs and authorized the General Manager or his designee to temporarily implement the revised deposit calculations through calendar year 2023; and

WHEREAS, staff continues to work with participating members updating the agreements and needs the temporary revised deposit calculations extended through 2024 to complete the process; and

WHEREAS, the extension of time will provide the continued benefit of the revised calculation methodologies to participating members until the agreements and Policy No. 200-101 have been amended by the Commission and the participating members' governing bodies; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the First Amendment to Resolution 23-13 extending the temporary implementation timeframe through calendar year 2024 allowing staff to continue working with the participating members to approve changes to the program agreement terms.

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 - INTERIM
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: FY 2022-2023 Annual Billing Settlements

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-98 and the attachments thereto regarding the FY 2022-2023 Annual Billing Settlements.

BACKGROUND:

The attached FY 2022-2023 Annual Billing Settlements Summary shows a comparison of Actual Costs and Final Billing Settlements (i.e., Collections vs. Actual).

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$6.8 million or 1.0% of Collections (net of credits) through 6/30/23. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$2.8 million; (2) Management Services costs of \$2.0 million; and (3) Pass-Through Costs and Interest and Other Income of \$2.0 million.

The Utility Directors have reviewed the final draft of the FY 2022-2023 Annual Billing Settlements Summary and supporting data, which is currently available on NCPA Connect. Supporting data includes the final re-run of the All Resources Bill to reflect the final settlement amounts, explanations of the primary refund drivers, and schedules reflecting annual costs, collections, and resulting over/under collections by month.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

FISCAL IMPACT:

Upon approval by the Commission, the amount of \$6,833,525 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts. Non-members will receive a credit miscellaneous billing in early December.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on November 1st and the LEC Project Participant Committee on November 6th. Both Committees recommended Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 23-98
Billing Settlements Summary

RESOLUTION 23-98

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FY 2022-2023 ANNUAL BILLING SETTLEMENTS**

(reference Staff Report #236:23)

WHEREAS, the Northern California Power Agency, (Agency) FY 2022-2023 Annual Billing Settlements has been closed, reconciled, and finalized; and

WHEREAS, the independent audit of the Agency's financial statements has been completed; and

WHEREAS, the Agency's generating, transmission, energy contract resources, and other programs are billed monthly throughout the fiscal year on an estimated basis; and

WHEREAS, the Agency's monthly billings to participants for FY 2022-2023 have been re-run using the finalized FY 2022-2023 Annual Billing costs; and

WHEREAS, these processes have resulted in a final billing cost settlement for each program; and

WHEREAS, the Facilities and Lodi Energy Center Project Participant Committees and Utility Directors reviewed the detailed support for the FY 2022-2023 Annual Billing Settlements Summary, the related Project and Program Cost Summary Reports, and the re-run of the monthly All Resources Bills and have found all to be satisfactory; 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 the FY 2022-2023 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that the net refund of \$6,833,525 due to participants be distributed.

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 - INTERIM
ASSISTANT SECRETARY

**Northern California Power Agency
FY 2023 Billing Settlement Summary - By Participant and Customers**

| | Collections | Actual Costs | Refund (Charge) |
|---|-----------------------|-----------------------|------------------------|
| Summary all Participants and Customers | \$ 663,890,196 | \$ 657,056,671 | \$ 6,833,525 |
| Summary By Participant | | | |
| Alameda | \$ 37,026,718 | \$ 36,523,449 | \$ 503,269 |
| BART | 46,526,213 | 46,180,750 | 345,463 |
| Biggs | 1,859,294 | 1,816,610 | 42,684 |
| Gridley | 4,865,783 | 4,786,499 | 79,284 |
| Healdsburg | 8,532,731 | 8,403,439 | 129,292 |
| Lodi | 52,681,796 | 51,971,884 | 709,912 |
| Lompoc | 15,659,964 | 15,517,622 | 142,342 |
| Palo Alto | 96,763,751 | 95,797,836 | 965,915 |
| Plumas Sierra | 16,221,623 | 16,051,787 | 169,836 |
| Port of Oakland | 13,800,784 | 13,657,699 | 143,085 |
| Redding | 660,493 | 545,217 | 115,276 |
| Roseville | (7,470,281) | (7,883,789) | 413,508 |
| Santa Clara | 295,571,591 | 293,216,252 | 2,355,339 |
| Shasta Lake | 164,529 | 140,407 | 24,122 |
| Truckee-Donner | 238,488 | 217,926 | 20,562 |
| Ukiah | 12,519,418 | 12,351,226 | 168,192 |
| Other Project Participants: | | | |
| TID | (1,343,068) | (1,359,874) | 16,806 |
| Azusa | 657,888 | 631,829 | 26,059 |
| California Department of Water Resources | 7,312,291 | 6,944,176 | 368,115 |
| MID | (671,171) | (740,677) | 69,506 |
| Power & Water Resources Pooling Authority | 630,073 | 605,115 | 24,958 |
| Total - Participants | 602,208,908 | 595,375,383 | 6,833,525 |
| Summary By Customer | | | |
| East Bay Community Energy | 694,699 | 694,699 | - |
| Merced Irrigation District | 445,745 | 445,745 | - |
| Pioneer Community Energy | - | - | - |
| Placer County Water Agency | 458,220 | 458,220 | - |
| San Jose Clean Energy | (2,822,249) | (2,822,249) | - |
| Nevada Irrigation District | (704,734) | (704,734) | - |
| Sonoma Clean Power | 65,615,555 | 65,615,555 | - |
| South Sutter Water District | (2,005,948) | (2,005,948) | - |
| Total - Customers | 61,681,288 | 61,681,288 | - |
| Total | \$ 663,890,196 | \$ 657,056,671 | \$ 6,833,525 |
| | | | 1.0% |




Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: Property Insurance Program Renewal for CY 2024

AGENDA CATEGORY: Consent

| | | |
|--------------------|---|-----------------------------|
| FROM: | Monty Hanks  | METHOD OF SELECTION: |
| | Assistant General Manager | N/A |
| Division: | Administrative Services | |
| Department: | Risk Management | |

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-100 authorizing the General Manager to negotiate and bind Property Insurance coverage with FM Global for CY24 at a not-to-exceed premium of \$4,100,000.

BACKGROUND:

One of the goals identified in the 2021-2026 Strategic Plan was to develop a long-term, cost-effective insurance coverage strategy while building solid relationships between the Agency and its insurers. FM Global has been insuring the Agency's property assets since 2021 and has become a trusted and valued partner. FM Global offers engineering support, cyber security assessments, and responsive account managers/engineers. In addition, FM Global provides credits, upon Board approval, for continued membership in the Mutual.

Engineering Support

FM Global provides engineering support to the plants through loss control visits. The ultimate goal of these visits is for FM Global to provide recommendations to plant staff with the goal of increasing the business resiliency of the plant. In addition to the loss control visits, FM Global supports plant staff with expertise from project scoping through implementation. FM Global also performs all onsite jurisdictional inspections and certifications

Account Managers and Engineers

The level of service received from FM Global's account manager and engineering team has been top-notch, far exceeding the support received from previous insurers. NCPA staff continue to build strong relationships with FM Global staff across the board.

FM Global Credits for 2023

NCPA will receive a 5% Membership Credit from FM Global in the amount of \$206,393 to be applied directly to the policy premium at renewal for CY24. In addition, NCPA will also receive a Resiliency Credit of \$206,393 (5%) for loss control recommendations with the goal of increasing plant resiliency and reducing FM Global's risk profile.

Statement of Values

Property Values (Building + Machinery and Equipment)

For all of the Agency's property assets, a standard 5% increase over the CY23 values was used to obtain actual values for CY24; this is standard industry practice. At the recommendation of FM Global, the value of CT2-Lodi has been lowered to \$1,000,000 as replacement parts are no longer available. If CT2-Lodi were to experience a loss, the unit would be scrapped, and the policy would provide coverage to perform this work. The reported value of the Agency's property assets is \$1,344,297,188; this does not include Business interruption Insurance.

Business Interruption Insurance (BI)

Business interruption insurance was quoted for CY24. Forecasted revenue for Geo is up \$48,954,501 or 63.5%, while Hydro is up \$27,990,649 or 38.7%. One of the main drivers of increased revenues is the value of RECs. For CY24, RECs have increased to \$65.00 MW/h, up from \$16.50 MW/h the year before. This is apparent at Geo, where the forecasted revenue for RECs in CY24 is \$47,638,312 or a \$36,294,192 increase over CY23. Hydro and Geo are also forecasted to see increases in RA revenue north of 50% in CY24 compared to CY23.

Total Insured Value (TIV)

The total insured value is the sum of the Statement of Property Values and Business Interruption Insurance for each location. FM Global uses the TIV to calculate the total insurance premium for a given calendar year. The following TIVs were provided to FM Global:

| Location | Building | Machinery and Equipment | Total Property | BI | Total |
|----------|---------------|-------------------------|------------------------|----------------------|------------------------|
| LEC | \$25,042,500 | \$496,673,100 | \$521,715,600 | \$0 | \$521,715,600 |
| CTs | \$0 | \$50,168,854 | \$50,168,854 | \$0 | \$50,168,854 |
| Hydro | \$307,721,901 | \$74,554,220 | \$382,276,121 | \$100,343,375 | \$482,619,496 |
| Geo | \$62,081,512 | \$311,483,550 | \$373,565,062 | \$126,092,549 | \$499,657,611 |
| HQ/Admin | \$12,665,172 | \$3,906,380 | \$16,571,552 | \$0 | \$16,571,552 |
| | | TOTALS: | \$1,344,297,188 | \$226,435,924 | \$1,570,733,112 |

CY24 Property Insurance Changes

Beginning in CY24, the Business Interruption Insurance deductible for any future losses at Geo will be calculated using a 60-day waiting period; this is a change from the 60 Day Equivalence method. Since the plant operators at Geo can divert steam to available generating resources, thus mitigating lost generation, a 60-day waiting period to calculate the BI deductible more accurately reflects any lost revenues and considers mitigation efforts. FM Global will still use the 60-day equivalence method to calculate BI deductibles for Hydro.

CY24 Property Insurance Premium

FM Global presented the Agency with two proposals for the CY24 Property Insurance renewal. Option one is to make no changes and keep Earth Movement coverage at \$70M. Option two is to lower the Earth Movement Coverage to \$40M, resulting in a \$300,000 premium credit. FM Global recommends option two as the maximum foreseeable loss at any one plant is less than \$40M; Agency staff agrees with this recommendation.

The Agency's two-year rate lock expired in CY23. Because of the expiration of the rate lock and the Agency's loss history in CY23, the rate used to calculate the total premium increased by 9%. In addition to the rate increase, the TIV of the Agency's assets also saw a sizeable increase driven by higher forecasted revenues at Geo and Hydro. The total premium for option 1 and option 2 are detailed below:

| | Option 1 | Option 2 |
|------------------------|---------------------|---------------------|
| 2023 TIV | \$ 1,570,733,112 | \$ 1,570,733,112 |
| 2023 Premium | \$ 4,559,729 | \$ 4,559,729 |
| 2023 TRIA | \$ 211,795 | \$ 211,795 |
| CA EM to \$40M Credit | \$ - | \$ 300,000 |
| 2023 Membership Credit | \$ 206,393 | \$ 206,393 |
| 2023 Resilience Credit | \$ 206,393 | \$ 206,393 |
| Net Premium: | \$ 4,358,738 | \$ 4,058,738 |

The property insurance premium is allocated based on the total insured value, calculated as Property Value + BI. Based on the recommendation of selection Option 2, the expected CY24 Property Insurance Renewal Premium is at a not-to-exceed of \$4,100,000. NCPA's commitment is an NTE of \$2,738,000, while LEC's commitment is an NTE of \$1,362,000 for the CY24 renewal.

FISCAL IMPACT:

The total cost to renew the Property Insurance program with FM Global is not to exceed \$4,100,000 and will be allocated to the specific project locations on an assessed value basis. This amount is already included in the Risk Management budget; no budget augmentation 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, the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On November 6, 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", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-100

RESOLUTION 23-100

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE RENEWAL OF THE CY24 PROPERTY INSURANCE PROGRAM

(reference Staff Report #238:23)

WHEREAS, NCPA contracts with FM Global to provide property insurance for the Agency's assets;
and

WHEREAS, a flat rate property value increase was applied to the headquarters building in Roseville, the Disaster Recovery Center and for all plant assets except CT2 which was reduced to \$1,000,000 due to its end of life; and

WHEREAS, forecasted revenues for Hydro and Geo were provided to FM Global as the consideration for Business Interruption Insurance and added to the respective plant values; and

WHEREAS, Earth Movement Coverage was reduced to \$40,000,000; and

WHEREAS, policy language regarding the Business Interruption deductible for any future losses at Geo will be calculated using a 60-day waiting period; and

WHEREAS, the policy premium will be allocated based on a percentage of the total value of NCPA's assets; and

WHEREAS, in order to bind renewal of the property policy with FM Global, this action grants the authority to the General Manager to bind renewal of the Agency's property insurance coverage from 12/15/2023 to 12/15/2024 at a not-to-exceed premium of \$4,100,000; and

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

NOW, THEREFORE BE IT RESOLVED that the Commission of the Northern California Power Agency approves granting the authority to the General Manager to renew the Agency's property insurance program at a not-to-exceed premium of \$4,100,000.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
INTERIM ASSISTANT SECRETARY



16

Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: Utilicast, LLC – Five Year Multi-Task Consulting Services Agreement for Energy and Utility Related Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-101 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Utilicast, LLC for energy and utility related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Miscellaneous energy and utility related consulting 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 Trimark Associates, Inc., Aspen Environmental Group, and Utility System Efficiencies, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

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

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-101
- Multi-Task Consulting Services Agreement with Utilicast, LLC

RESOLUTION 23-101

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

(reference Staff Report 239:23)

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

WHEREAS, Utilicast, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Utilicast, 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 \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023 by the following vote 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 UTILICAST, 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 Utilicast, LLC, a limited liability corporation] with its office located at 701 5th Avenue, Suite 4200, Seattle, WA 98104 ("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 ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Consultant shall have ninety (90) days after completion of its Services to submit its final invoice 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 Services 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 Cyber Risk Liability. Consultant shall maintain cyber risk liability insurance with an aggregate limit of not less than \$5,000,000, with a self-insured retention or deductible of no more than \$250,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Services under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Consultant shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.5 All Policies Requirements.

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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 4.5.1, naming the specific Agency member, SCPPA or SCPPA member.

4.5.5 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.

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

9.1 Keeping and Status of Records.

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

9.1.3 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 this Agreement.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information.

Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

9.2.3 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence and with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.2.4.2 or 9.2.4.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

9.2.5 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

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

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

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

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

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

²See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2016/06/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)) .

Consultant shall provide all notifications to:

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

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

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

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

Consultant shall provide Agency with:

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

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

Consultant will notify Agency within 24 hours:

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

9.3.4. Disclosure of Vulnerabilities. Consultant shall promptly disclose known vulnerabilities related to the Services provided to Agency.

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

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

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

9.3.5 Integrity and Authenticity. Consultant shall verify the integrity and authenticity of all software and patches provided by Consultant for use by Agency, if any.

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

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

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

If Consultant uses remote access, Consultant will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Consultant agrees to use individual user accounts to limit access and permissions. Consultant also agrees to maintain

Consultant's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Consultant and Consultant's employees agree to not disclose or share account credentials, passwords, or established connections.

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:

Utilicast, LLC
Attention: David Luedtke, President
P.O. Box 38
Kirkland, WA 98083

With an electronic copy to: legal@utilicast.com

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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 SCPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may

be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

UTILICAST, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

DAVID LUEDTKE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Utilicast, LLC ("Consultant") shall provide miscellaneous energy and utility related consulting 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.

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

- CAISO Rules and Procedures
- System Modeling and Implementation
- Communications Infrastructure
- Energy Trading & Congestion Rights
- Energy Storage Integration
- Energy Trading & Risk Management
- Enterprise Asset Management
- Grid & Power Analytics
- Market Integration
- NERC & FERC Compliance
- Outage Management
- Planning / Interconnection
- Renewable and DER Integration
- Scheduling & Transmission Service
- Settlements & Energy Accounting

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:

2023 Utilicast Rate Schedule

| Professional Category | Rate | Example Roles |
|----------------------------------|-------|--|
| Executive Consultant IV | \$395 | Recognized Industry Leader to Provide Strategic Direction, Facilitate Advanced Discussions and Help Resolve Internal/External Disputes. |
| Executive Consultant III | \$375 | |
| Executive Consultant II | \$355 | |
| Executive Consultant I | \$325 | |
| Senior Subject Matter Expert IV | \$295 | Unique Subject Matter Expert, Regulatory Specialist, Expert Witness, Contracting, Senior Project Manager, Program Manager, Engagement Manager, Quality Assurance (QA), Architecture (Enterprise, Business, Solution), Operations Consultant, Advanced Analytics, IT Strategy, ITSM, Compliance, Training Delivery, Power System Modeling |
| Senior Subject Matter Expert III | \$285 | |
| Senior Subject Matter Expert II | \$275 | |
| Senior Subject Matter Expert I | \$265 | |
| Subject Matter Expert IV | \$255 | |
| Subject Matter Expert III | \$245 | |
| Subject Matter Expert II | \$235 | |
| Subject Matter Expert I | \$225 | Project Manager, System Integrator, Systems Consultant, Design Consultant, Operational Process Design and Analysis, , Technical Architect |
| Senior Consultant IV | \$215 | |
| Senior Consultant III | \$205 | |
| Senior Consultant II | \$195 | |
| Senior Consultant I | \$185 | Compliance Support, Test Planning, Requirements Analyst |
| Consultant II | \$175 | |
| Consultant I | \$165 | Technical Support, Technical Writing, , Data Analyst, Financial Analyst, Process Documentation, Project Administration, General Research, Deliverable Preparation and related project support |
| Technical Analyst II | \$155 | |
| Technical Analyst I | \$145 | |
| Business Analyst II | \$135 | |
| Business Analyst I | \$125 | |
| Project Analyst II | \$115 | |
| Project Analyst I | \$105 | |
| Administrative Support II | \$95 | Remote Administrative Support |
| Administrative Support I | \$85 | |

*Rates are in USD per hour and are exclusive of travel expenses.

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

Utilicast, 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: November 30, 2023

SUBJECT: Valley Power Systems North, Inc. – Five Year Multi-Task General Services Agreement for Fire Pump Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-102 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Valley Power Systems North, Inc. for fire pump maintenance 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 fire pump maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA 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 Bay Cities Pyrotector, Inc. and Sabah International.

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:

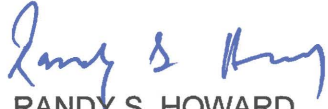
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-102
- Multi-Task General Services Agreement with Valley Power Systems North, Inc.

RESOLUTION 23-102

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

(reference Staff Report 240:23)

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

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

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Valley Power Systems North, 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
VALLEY POWER SYSTEMS NORTH, 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 Valley Power Systems North, Inc., a corporation, with its office located at 425 S. Hacienda Blvd., City of Industry, CA 91745 ("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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

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

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

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

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

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

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

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

Valley Power Systems North, Inc.
Attention: Jason Wolfe
2070 Farallon Drive
San Leandro, CA 94577

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

VALLEY POWER SYSTEMS NORTH, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

MIKE LEE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Valley Power Systems North, Inc. ("Contractor") shall provide fire pump maintenance related services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Fire Pump Maintenance Tune-Ups
- Fire Pump Service Inspections/Diagnostics

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:

Labor Rates per man hour:

| | |
|--|----------|
| Regular time: | \$190.00 |
| Overtime: | \$285.00 |
| Double-time: | \$380.00 |
| Service Trucks Operating Expense (per mile): | \$ 3.00 |

NOTE: 4-hour minimum charge out for emergency service calls.

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

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

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

Valley Power Systems North, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: North American Substation Services, LLC – Five Year Multi-Task General Services Agreement for Transformer Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-103 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with North American Substation Services, LLC for transformer related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various transformer 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 an agreement in place for similar services with VPF Transformer Consulting, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

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

On November 6, 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 23-103
- Multi-Task General Services Agreement with North American Substation Services, LLC

RESOLUTION 23-103

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH NORTH
AMERICAN SUBSTATION SERVICES, LLC**

(reference Staff Report 241:23)

WHEREAS, various transformer 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, North American Substation Services, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with North American Substation Services, 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 General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023 by the following vote 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
NORTH AMERICAN SUBSTATION SERVICES, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and North American Substation Services, LLC, a limited liability corporation, with its office located at 190 North Westmonte Drive, Altamonte Springs, FL 32714 ("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 ONE MILLION** dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action caused by any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Neither Party shall be liable to the other Party for any consequential, indirect or incidental damages.
- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

6.6 Maintenance Labor Agreement. Not Applicable.

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without

reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

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

- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

North American Substation Services, LLC
Attention: Pierre Feghali
190 North Westmonte Drive
Altamonte Springs, FL 32714

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

NORTH AMERICAN SUBSTATION
SERVICES, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

DON MCCARTY,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

North American Substation Services, LLC ("Contractor") shall provide transformer related services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Transformer Inspections
- Transformer Testing
- Transformer Condition Assessment

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:

NASS Rate Sheet (Valid 09.01.2023 – 03.31.2024) Non-MSA

| <u>LABOR RATES</u> | | |
|---------------------------------|--|--|
| Employee Classification | Straight Time Hourly Rate (Monday – Friday) | Overtime Hourly Rate (After 8 Hrs ST, Weekends, Holidays) |
| Field Service Technician | \$151 | \$208 |
| Field Service Supervisor | \$172 | \$236 |
| Field Test Technician | \$172 | \$236 |
| Substation Equipment Technician | \$172 | \$236 |
| Project Manager | \$209 | \$286 |
| Per Diem Expenses | \$252 / per employee per day | |

| <u>EQUIPMENT RATES (DAILY)</u> | |
|--|---------------------------------------|
| Processing Rig less Fuel at cost plus | \$2,750 |
| Tool Truck | \$285 |
| Crane NASS owned 3 rd party cost plus | \$2,000 |
| Transformer Test Van with Equipment | \$1,500 |
| Technician Vehicle | \$125 (one vehicle per two employees) |
| Construction Project Trailer | \$1,500 |
| Smart Grid Multi-Meter (SGM) | \$800 |
| SF6 Gas Cart | \$2,500 |

| <u>DAILY RATES (10 Hours per day including per diem)</u> | |
|---|---|
| Four (4) Person Crew Inclusive | \$10,350 (Includes Processing Rig, Crane, Standard Tooling) |
| Two (2) Person Test Crew Inclusive | \$4,850 (Includes all Standard Transformer Test Equipment) |
| LTC Technician | \$2,850 |
| Crane Rental | NASS Crane charged at Market Rate per day. Rental Crane at cost plus 20%. |

Third Party Expenses – All 3rd party expenses, including but not limited to, subcontractors, rented equipment, delivery fees, cleaning fees, travel (including mileage) will be charged at Cost + 20%

Contractor may revise the hourly rates upon 30 days' advance written notice to NCPA. If the Parties cannot agree on revised rates, NCPA may terminate the Agreement.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

North American Substation Services, 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.

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: November 30, 2023

SUBJECT: Compass Global, Inc. DBA Optiwatt – Five Year Multi-Task Consulting Services Agreement for Electric Vehicle Charging Management Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

| | | |
|--------------------|----------------------------------|------------------------------------|
| FROM: | Jane Cirrincione <i>JCC</i> | METHOD OF SELECTION: |
| | Assistant General Manager | <i>Competitive Pricing Process</i> |
| Division: | Legislative & Regulatory Affairs | <i>If other, please describe:</i> |
| Department: | Legislative & Regulatory | |

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

RECOMMENDATION:

Approve Resolution 23-105 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Compass Global, Inc. DBA Optiwatt for Electric Vehicle Charging Management 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 by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group requested assistance in contracting for telematics-based Electric Vehicle (EV) charging management solutions for residential, commuter, and commercial fleet EV charging in their individual electric distribution utility service territories. Such a program will support member efforts to shift EV charging to high renewable production, low-cost periods and away from on-peak, high carbon intensive periods of the day, based on utility needs and/or customer preferences. The program will also be able to message customers to refrain from charging during grid emergencies and, with customer permission, to discontinue or lower charging during such periods at the request of the Member.

NCPA issued a Request for Proposal (RFP) LR 2301 on May 3, 2023, seeking proposals from qualified firms to provide EV charging management platform. NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Ten vendors responded to the RFP by the deadline of June 21, 2023. Based on the scoring review group's evaluation, two vendors were selected to provide EV charging management services.

The review group selected Compass Global, Inc. DBA Optiwatt based on its experience, work plan, and costs. NCPA is also entering into an agreement Weave Grid, Inc. for similar services.

FISCAL IMPACT:

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

SELECTION PROCESS:

Two vendors were selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from May 3, 2023 to June 21, 2023. Ten responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with representatives for the City of Healdsburg, the City of Palo Alto Utilities, Roseville Electric Utility, and Silicon Valley Power.

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 will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on November 29, 2023.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the printed name.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-105
- Multi-Task Consulting Services Agreement with Compass Global, Inc. DBA Optiwatt

RESOLUTION 23-105

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH COMPASS GLOBAL, INC. DBA OPTIWATT

(reference Staff Report #243:23)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electric vehicle charging management services through the NCPA Support Services Program; and

WHEREAS, two vendors were selected to provide electric vehicle charging management services as a result of a Request for Proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, Compass Global, Inc. DBA Optiwatt is an experienced and highly-qualified provider of these services; and

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST: _____
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND COMPASS GLOBAL, INC DBA OPTIWATT

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 Compass Global, Inc DBA Optiwatt, a Delaware corporation with its office located at 1540 Market Street, San Francisco, CA 94102 ("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) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day

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

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

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

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

Invoices shall be sent to:

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

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. Intentionally omitted.

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 will provide Agency with written notification of any assignment of this Agreement or any interest therein within 10 business days of an assignment. If Agency agrees to the Consultant's assignment of this Agreement, Agency, Consultant, and Consultant's assignee will execute an amendment to this Agreement consistent with Section 8.2. If Agency does not like the assignment, Agency will have the right to terminate the agreement in alignment with section 8.1 Termination. . 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 confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

9.5 Consumer Privacy Protection.

9.5.1 Compliance with California Consumer Privacy Act, the California Privacy Rights Act and Implementing Regulations. The Consultant shall comply with the California Consumer Privacy Act, the California Privacy Rights Act and all guidance and implementing regulations issued by the California Office of Attorney General and the California Privacy Protection Agency as those acts, guidance and regulations are amended and modified from time to time ("Consumer Rights Law"). The Consultant must provide its Consumer Rights Law compliance program to Agency prior to initiation of Services and at any time requested by Agency.

9.6 Transfer of Information and Specifically Designed Programs at the End of the Term.

9.6.1 Transfer of Information and Specially Designed Programs. The Consultant shall transfer to Agency all data, information, software and programs of all types ("NCPA's EV Managed Charging Information") designed specifically to execute the Services and where such design and programming time is paid through this Agreement. Consultant shall transfer NCPA's EV Managed Charging Information within 60 days of the end of the term or termination of this Agreement. This provision shall survive termination of 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 Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Casey Donahue
CEO
casey@getoptiwatt.com
1540 Market Street
San Francisco, CA. 94102

With a copy to:

Stephen Mannhard
Head of Utility Partnerships
steve@getoptiwatt.com
1540 Market Street
San Francisco, CA. 94102

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.

NORTHERN CALIFORNIA POWER AGENCY

OPTIWATT

Date _____

Date _____

RANDY S. HOWARD, GENERAL MANAGER

CASEY DONAHUE, CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Optiwatt ("Consultant") shall provide the following services, as requested by the Northern California Power Agency ("Agency"), for any facilities owned or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members. All services will be provided remotely, and Consultant will not come on site at any facilities. Services include:

1. **Telematics-Based EV Managed Charging** to optimize connected EV managed charging load to Member utilities' peak events, wholesale prices and markets, EV or TOU rates, and emergency events, as needed, to achieve member utility transmission, distribution, supply, and broader grid management objectives.
2. **EV Charging and Driving Data**, including but not limited to:
 - a. EV Charging Data
 - b. EV Trip Data
 - c. User participation statistics
 - d. Baseline comparisons
 - e. Load prediction analytics
 - f. User survey responses
 - g. Experimental statistical data
 - h. Marketing performance data
3. **Pay-for-Performance Turnkey Marketing Services**, such as:
 - a. Coordinated marketing plan development and ongoing collaboration with NCPA Members' program and marketing team
 - b. Designing member utility-branded, program specific marketing, templates, copy, and content;
 - c. Working with member utilities on ongoing marketing plans, management, approvals, and timing
 - d. Auditing existing member utility channels for cross-promotion opportunities and deploying them
 - e. Digital marketing including SEO, social, digital ads, search, etc. and all associated digital marketing costs, ads, etc
 - f. Email marketing including i) member utility email list coordination management, ii) targeting the right customers, and iii) designing and deploying turnkey email marketing.
4. **Real-Time EV Charging & Program Data Dashboard** – configurable data dashboard that provides real-time insights, data, and information on enrollments, EV charging data, load shape, driving behavior, etc.
5. **AMI-based EV Detection** – AMI data can be used to detect customers that have a high likelihood of an EV to use for program marketing and Members' broader customer and

system intelligence. AMI data will be provided by Member to Optiwatt via a secure file transfer process.

6. Integrated Load management for additional devices (e.g. smart thermostats)

7. Commercial Vehicles & Fleets Solution - including

- a. Fleet Dashboards with aggregated driving, charging, & cost data
- b. Commercial / fleet driver tools to manage their charging, driving, carbon, and costs via Optiwatt similar to the residential EV driver solution

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$2,000,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Telematics Based EV-Managed Charging and EV Charging & Driving Data

\$36 for the 1st 0 - 100 EVs
\$34 for the next 101 - 250 EVs
\$32 for the next 251 - 500 EVs
\$30 for the next 501 - 1,000 EVs
\$27 for the next 1,001 - 5,000 EVs
\$24 for the next 5,001 - 10k EVs
\$20 for the next 10,000+ EVs
OR Performance-based on a \$/kW basis

Notes:

- Ongoing Fixed Fee per EV per Year
- These ranges are additive
- Includes historical charging data already on platform
- Billed quarterly for the EVs that have enrolled during the previous quarter
- -\$/kW pricing is possible upon mutual agreement and upon Consultant being able to fully understand and control the load shift.

EV Charging & Driving Data ONLY

\$32 for the 1st 0 - 100 EVs
\$30 for the next 101 - 250 EVs
\$28 for the next 251 - 500 EVs
\$27 for the next 501 - 1,000 EVs
\$24 for the next 1,001 - 5,000 EVs
\$21 for the next 5,001 - 10k EVs
\$18 for the next 10,000+ EVs

Notes:

- Ongoing Fixed Fee per EV per Year
- These ranges are additive
- Includes historical charging data already on platform
- Billed quarterly for the EVs that have enrolled during the previous quarter

Program Management Fees

Program Activation: \$10,000 One-Time Fixed Fee per Program
Ongoing Program Management Fee: \$20,000 Fixed Annual recurring Fee

Notes:

- There are no additional program activation or management fees for additional NCPA Members to join existing programs as long as the scope is exactly the same (i.e. incentives, load management parameters and objectives, etc.)

Turnkey Marketing Services to Drive Enrollments – Without End-User Incentives or Incentives Less Than or Equal to \$75/EV Enrolled

\$0 - EVs already using Optiwatt
\$75 per net new EV enrolled guaranteed
OR Fixed fee marketing services to be determined with further scope

Notes:

- Pay-for- Performance Fee per Net New EV Enrolled
- Invoiced quarterly for the net new enrollments driven in the previous quarter.

Turnkey Marketing Services to Drive Enrollments – With Enrollment Incentives Greater than \$75/EV Enrolled

\$0 - EVs already using Optiwatt
\$50 per net new EV enrolled guaranteed
OR Fixed fee marketing services to be determined with further scope

Notes:

- Fixed One-Time Fee per EV Enrolled
- Invoiced quarterly for the net new enrollments driven in the previous quarter.

Real-Time EV Charging and Program Data Dashboard

\$15,000 Fixed Annual Recurring Fee

Notes:

- This fee is on a per-program basis meaning a different program with different program parameters requires an additional \$15,000 fee.

Bi-Weekly CSV Files with EV Charging and Program Data

\$10,000 Fixed Annual Recurring Fee for one program
\$8,000 Fixed Annual Recurring Fee for additional programs with different parameters

AMI-Based EV Detection

\$40,000 Fixed Annual Recurring Fee

Notes:

- Pricing based on 4 EV detection analyses per year for a single territory (which can combine NCPA Member territories) if it only one, consistent usage data feed

Integrated Smart Thermostat Load Management

\$18 for the 1st 0 - 249 T-stats
\$16.5 for the next 250 - 999 T-stats
\$15 for the next 1,000 - 4,999 T-stats
\$13.5 for the next 5,000 - 9,999 T-stats
\$11 for the next 10k - 20k T-stats
\$10 for the next 20,000+ T-stats

Notes:

- Seamlessly integrated with the EV managed charging solution
- EV not required to enroll in the thermostat program
- Billed quarterly for the thermostats that have enrolled during the previous quarter

Existing Member Utility DRMS Integration

\$10,000 - \$55,000 – One Time Fee
\$10,000 - \$25,000 – Fixed Annual Recurring Fee

Notes:

- Optional integration with existing utility DRMs so it can dispatch DR events through the Optiwatt platform. The fees depend on the complexity of the integration

Fleet Solution Fees

- Fleet Platform Activation - \$8,000 One-Time Fixed Fee per Fleet
- Ongoing Fleet Software/Management Fee - \$12,000 Fixed Annual Recurring Fee per Fleet. Includes fleet dashboard and customer support.
- Telematics-Based EV-Managed Charging and EV Charging & Driving Data – costs same as above
- EV Charging & Driving Data Only – costs same as above

Pricing for additional or custom services for NCPA, NCPA Members, or SCPPA Members 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.



Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: ADM Associates, Inc. – Five Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

| | | |
|--------------------|----------------------------------|------------------------------------|
| FROM: | Jane Cirrincione <i>JDC</i> | METHOD OF SELECTION: |
| | Assistant General Manager | <i>Competitive Pricing Process</i> |
| Division: | Legislative & Regulatory Affairs | <i>If other, please describe:</i> |
| Department: | Legislative & Regulatory | |

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

RECOMMENDATION:

Approve Resolution 23-107 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with ADM Associates, Inc. for Evaluation, Measurement, and Verification Services, and Technical Advisory Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

California publicly-owned utilities are required by Section 9505 (d) of the California Public Utilities Code to “make available to its customer and to the Energy Commission the results of an independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs.” The California Municipal Utility Association’s website serves as the central repository for all public power evaluation, measurement, and verification (EM&V) reports in the state.

In support of this requirement, NCPA issued a Request for Proposal (RFP) LR 2302 on September 18, 2023, seeking proposals from qualified firms to provide the following categories of demand-side management (DSM) services:

- Evaluation, Measurement & Verification (EM&V) – provided on an as-needed basis to evaluate the actual amount of energy saved by a particular energy efficiency project, and;
- Technical Advisory Services – provided on an as-needed basis related to utility demand-side management programs. Such services include but are not limited to: measurement and verification of measures, program impact and process evaluation, site inspections to verify installed energy efficiency measures, rebate application review, energy saving estimate review, research and development of measures and energy savings, and free-ridership analysis.

NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Three vendors responded to the RFP by the deadline of October 13, 2023. Based on the scoring review group’s evaluation, two vendors were selected to provide evaluation, measurement, and verification services as well as technical advisory services, and the third vendor was selected to provide only technical advisory services.

The review group selected ADM Associates, Inc. based on its experience, work plan, and costs. NCPA has utilized this vendor in the past, and has a good working relationship with this firm. NCPA is also entering into agreements with GDS Associates, Inc. and Richard Heath & Associates, Inc. for similar services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$800,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Three vendors were selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from September 18, 2023 to October 13, 2023. Three responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with representatives for the City of Palo Alto Utilities, Roseville Electric Utility, and Silicon Valley Power.

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 will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on November 29, 2023.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-107
- Multi-Task Consulting Services Agreement with ADM Associates, Inc.

RESOLUTION 23-107

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ADM ASSOCIATES, INC.

(reference Staff Report #245:23)

WHEREAS, pursuant to California Public Utilities Code Section 9505(d), California publicly-owned utilities are required to “make available to its customers and to the Energy Commission the results of any independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs”; and

WHEREAS, three vendors were selected to provide evaluation, measurement & verification (EM&V) and technical advisory services as a result of a Request for Proposal process in accordance with NCPA’s procurement policies and procedures; and

WHEREAS, ADM Associates, Inc. is an experienced and highly-qualified provider of these services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST: _____
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ADM ASSOCIATES, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and ADM Associates, a corporation, with its office located at 3239 Ramos Circle, Sacramento, California 95827 ("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** Eight hundred thousand dollars (\$800,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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 Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Adam Thomas, Principal
ADM Associates, Inc.
3239 Ramos Circle
Sacramento, CA 95827

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 SCPA 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.

Signatures on Next Page

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

NORTHERN CALIFORNIA POWER AGENCY

ADM ASSOCIATES, INC.

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

ADAM THOMAS
PRINCIPAL

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

As requested by Agency, Consultant will perform the following tasks under the Terms and Conditions of this Agreement:

- 1) **Evaluation, Measurement & Verification (“EM&V”)**: EM&V of the cost-effectiveness and energy savings attributed to DSM programs, based on a wide array of DSM programs and measures based on accepted engineering standards and protocols.
- 2) **Technical Advisory Services**: Technical advisory services, provided on an as needed basis, related to DSM programs. Technical advisory services include, but are not limited to:
 - a. Measurement and verification (“M&V”) of measures
 - b. Program impact and process evaluation
 - c. Site inspections to verify installed measures
 - d. Rebate application review
 - e. Energy saving estimate review
 - f. Research and development of measures and energy savings
 - g. Free-ridership analysis
 - h. Energy code cost-effectiveness analysis

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$800,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows.

Pricing for specific services to be performed for NCPA, NCPA Members, SCPPA, or SCPPA Members will be quoted at the time services are requested, however, the rates on which the proposals are based and rates for time and materials projects shall not exceed the hourly rates below.

2023-2027 Billing Rates by Title

| Title | 2023 -2024 Hourly Rate | 2025 Hourly Rate | 2026 Hourly Rate | 2027 Hourly Rate |
|------------------------|---------------------------|---------------------|---------------------|---------------------|
| Principal | \$240 | \$245 | \$250 | \$255 |
| Director | \$200 | \$205 | \$210 | \$215 |
| Senior Engineer | \$170 | \$175 | \$180 | \$185 |
| Senior Analyst | \$170 | \$175 | \$180 | \$185 |
| Senior Manager | \$170 | \$175 | \$180 | \$185 |
| Project Manager | \$150 | \$155 | \$160 | \$165 |
| Engineer II | \$135 | \$140 | \$145 | \$150 |
| Analyst II | \$125 | \$130 | \$135 | \$140 |
| Engineer I | \$120 | \$125 | \$130 | \$135 |
| Analyst I | \$110 | \$115 | \$120 | \$125 |
| Call Center Supervisor | \$100 | \$105 | \$110 | \$115 |
| Technician | \$100 | \$105 | \$110 | \$115 |
| Administrative | \$70 | \$70 | \$75 | \$80 |

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



Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: GDS Associates, Inc. – Five Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

| | | |
|--------------------|----------------------------------|------------------------------------|
| FROM: | Jane Cirrincione <i>JDC</i> | METHOD OF SELECTION: |
| | Assistant General Manager | <i>Competitive Pricing Process</i> |
| Division: | Legislative & Regulatory Affairs | <i>If other, please describe:</i> |
| Department: | Legislative & Regulatory | |

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

RECOMMENDATION:

Approve Resolution 23-108 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with GDS Associates, Inc. for Evaluation, Measurement, and Verification Services, and Technical Advisory Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

California publicly-owned utilities are required by Section 9505 (d) of the California Public Utilities Code to “make available to its customer and to the Energy Commission the results of an independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs.” The California Municipal Utility Association’s website serves as the central repository for all public power evaluation, measurement, and verification (EM&V) reports in the state.

In support of this requirement, NCPA issued a Request for Proposal (RFP) LR 2302 on September 18, 2023, seeking proposals from qualified firms to provide the following categories of demand-side management (DSM) services:

- Evaluation, Measurement & Verification (EM&V) – provided on an as-needed basis to evaluate the actual amount of energy saved by a particular energy efficiency project, and;
- Technical Advisory Services – provided on an as-needed basis related to utility demand-side management programs. Such services include but are not limited to: measurement and verification of measures, program impact and process evaluation, site inspections to verify installed energy efficiency measures, rebate application review, energy saving estimate review, research and development of measures and energy savings, and free-ridership analysis.

NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Three vendors responded to the RFP by the deadline of October 13, 2023. Based on the scoring review group’s evaluation, two vendors were selected to provide evaluation, measurement, and verification services as well as technical advisory services, and the third vendor was selected to provide only technical advisory services.

The review group selected GDS Associates, Inc. based on its experience, work plan, and costs. NCPA has utilized this vendor in the past, and has a good working relationship with this firm. NCPA is also entering into agreements with ADM Associates, Inc. and Richard Heath & Associates, Inc. for similar services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$800,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Three vendors were selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from September 18, 2023 to October 13, 2023. Three responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with representatives for the City of Palo Alto Utilities, Roseville Electric Utility, and Silicon Valley Power.

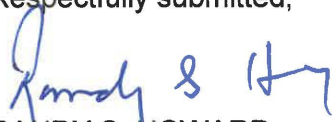
ENVIRONMENTAL ANALYSIS:

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 will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on November 29, 2023.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-108
- Multi-Task Consulting Services Agreement with GDS Associates, Inc.

RESOLUTION 23-108

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH
GDS ASSOCIATES, INC.

(reference Staff Report #246:23)

WHEREAS, pursuant to California Public Utilities Code Section 9505(d), California publicly-owned utilities are required to “make available to its customers and to the Energy Commission the results of any independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs”; and

WHEREAS, three vendors were selected to provide evaluation, measurement & verification (EM&V) and technical advisory services as a result of a Request for Proposal process in accordance with NCPA’s procurement policies and procedures; and

WHEREAS, GDS Associates, Inc. is an experienced and highly-qualified provider of these services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST: ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GDS ASSOCIATES, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and GDS Associates, Inc., a corporation, with its office located at 1850 Parkway Place, Suite 800, Marietta, GA 30067 ("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** Eight hundred thousand dollars (\$800,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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, SCLPA, and/or SCLPA 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, SCLPA or SCLPA 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 Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Jeffrey Huber, Principal
GDS Associates, Inc.
1850 Parkway Place, Suite 800
Marietta, GA 30067

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SPCPA member (collectively for the purposes of this section only Member") pursuant to section 1.4, the parties recognize that such Member may be a third-party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

Signatures on Following Page

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

NORTHERN CALIFORNIA POWER AGENCY

GDS ASSOCIATES, INC.

Date_____

Date_____

RANDY S. HOWARD
GENERAL MANAGER

JEFFREY HUBER
PRINCIPAL

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

As requested by Agency, Consultant will perform the following tasks under the Terms and Conditions of this Agreement:

- 1) ***Evaluation, Measurement & Verification ("EM&V")***: EM&V of the cost-effectiveness and energy savings attributed to DSM programs, based on a wide array of DSM programs and measures based on accepted engineering standards and protocols.
- 2) ***Technical Advisory Services***: Technical advisory services, provided on an as needed basis, related to DSM programs. Technical advisory services include, but are not limited to:
 - a. Measurement and verification ("M&V") of measures
 - b. Program impact and process evaluation
 - c. Site inspections to verify installed measures
 - d. Rebate application review
 - e. Energy saving estimate review
 - f. Research and development of measures and energy savings
 - g. Free-ridership analysis
 - h. Energy code cost-effectiveness analysis

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$800,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Pricing for specific services to be performed for NCPA, NCPA Members, SCPPA, or SCPPA Members will be quoted at the time services are requested, however, the rates on which the proposals are based and rates for time and materials projects shall not exceed the hourly rates below.

Billing Rates

| Name | Title | 2023 Hourly Rate | 2024 Hourly Rate |
|-----------------|------------------------|---------------------|---------------------|
| Jeffrey Huber | Principal | \$325 | \$338 |
| Jacob Thomas | Principal | \$315 | \$328 |
| Dick Spellman | Executive Consultant | \$360 | \$375 |
| Amber Gschwend | Managing Director | \$320 | \$333 |
| Rich Hasselman | Managing Director | \$325 | \$338 |
| Joshua Duckwall | Senior Project Manager | \$325 | \$338 |
| Warren Hirons | Project Manager | \$265 | \$276 |
| Kaytie Zapatos | Project Consultant | \$215 | \$224 |
| Melissa Young | Project Engineer | \$215 | \$224 |
| Tina Williams | Analyst | \$185 | \$192 |
| Rachel Myers | Associate Engineer | \$155 | \$161 |

The listed GDS hourly rates apply for each of the potential services and assignments that will be assigned to GDS in 2023 and 2024. These hourly rates do not include expenses for travel, postage, office supplies, rental of special EM&V equipment, or other non-labor costs relating to EM&V tasks. These hourly rates will be escalated by 4% on January 1st of each calendar year following 2024.

GDS invoices costs for non-labor expenses (lodging, meals, transportation, postage, office supplies, equipment rental, etc.) separate from labor costs. *

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



Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: Richard Heath and Associates, Inc. – Five Year Multi-Task Consulting Services Agreement for Demand-Side Management Technical Advisory Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

| | | |
|--------------------|----------------------------------|------------------------------------|
| FROM: | Jane Cirrincione <i>JDC</i> | METHOD OF SELECTION: |
| | Assistant General Manager | <i>Competitive Pricing Process</i> |
| Division: | Legislative & Regulatory Affairs | <i>If other, please describe:</i> |
| Department: | Legislative & Regulatory | |

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-109 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Richard Heath and Associates, Inc. for Demand-Side Management Technical Advisory Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

California publicly-owned utilities are required by Section 9505 (d) of the California Public Utilities Code to “make available to its customer and to the Energy Commission the results of an independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs.” The California Municipal Utility Association’s website serves as the central repository for all public power evaluation, measurement, and verification (EM&V) reports in the state.

In support of this requirement, NCPA issued a Request for Proposal (RFP) LR 2302 on September 18, 2023, seeking proposals from qualified firms to provide the following categories of demand-side management (DSM) services:

- Evaluation, Measurement & Verification (EM&V) – provided on an as-needed basis to evaluate the actual amount of energy saved by a particular energy efficiency project, and;
- Technical Advisory Services – provided on an as-needed basis related to utility demand-side management programs. Such services include but are not limited to: measurement and verification of measures, program impact and process evaluation, site inspections to verify installed energy efficiency measures, rebate application review, energy saving estimate review, research and development of measures and energy savings, and free-ridership analysis.

NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Three vendors responded to the RFP by the deadline of October 13, 2023. Based on the scoring review group’s evaluation, two vendors were selected to provide evaluation, measurement, and verification services as well as technical advisory services, and the third vendor was selected to provide only technical advisory services.

The review group selected Richard Heath and Associates, Inc. based on its experience, work plan, and costs. NCPA is also entering into agreements with ADM Associates, Inc. and GDS Associates, Inc. for similar services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$800,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Three vendors were selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from September 18, 2023 to October 13, 2023. Three responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with representatives for the City of Palo Alto Utilities, Roseville Electric Utility, and Silicon Valley Power.

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 will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on November 29, 2023.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-109
- Multi-Task Consulting Services Agreement with Richard Heath and Associates, Inc.

RESOLUTION 23-109

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH RICHARD HEATH AND ASSOCIATES, INC.

(reference Staff Report #247:23)

WHEREAS, pursuant to California Public Utilities Code Section 9505(d), California publicly-owned utilities are required to “make available to its customers and to the Energy Commission the results of any independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs”; and

WHEREAS, three vendors were selected to provide evaluation, measurement & verification (EM&V) and technical advisory services as a result of a Request for Proposal process in accordance with NCPA’s procurement policies and procedures; and

WHEREAS, Richard Heath and Associates, Inc. is an experienced and highly-qualified provider of these services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST: _____ ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RICHARD HEATH & ASSOCIATES, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Richard Heath & Associates, Inc., a corporation, with its office located at 590 W. Locust Avenue, Suite 103, Fresno, CA 93650 ("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** Eight hundred thousand dollars (\$800,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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 Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Cynthia Bruno Rafferty
Chief Executive Officer
Richard Heath & Associates, Inc.
590 W. Locust Avenue, Suite 103
Fresno, CA 93650

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.

Signatures on Following Page

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

NORTHERN CALIFORNIA POWER AGENCY

RICHARD HEATH & ASSOCIATES, INC

Date_____

Date_____

RANDY S. HOWARD
GENERAL MANAGER

CYNTHIA BRUNO RAFFERTY
CHIEF EXECUTIVE OFFICER

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

As requested by Agency, Consultant will perform the following tasks under the Terms and Conditions of this Agreement:

Technical Advisory Services: Technical advisory services, provided on an as needed basis, related to DSM programs. Technical advisory services include, but are not limited to:

- a. Measurement and verification ("M&V") of measures
- b. Program impact and process evaluation
- c. Site inspections to verify installed measures
- d. Rebate application review
- e. Energy saving estimate review
- f. Research and development of measures and energy savings
- g. Free-ridership analysis
- h. Energy code cost-effectiveness analysis

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$800,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

RHA will quote pricing for specific DSM services to be performed for NCPA, NCPA Members, SCPPA, or SCPPA Members at the time services are requested based on the hourly rates listed in the table below. RHA's rates are inclusive of wages, payroll taxes, benefits, travel within a 50-mile radius, insurance and other overhead costs. Specialized equipment, software and other hard costs unique to an individual project will be billed at cost, upon approval by the NCPA Member client.

| Title | 2024 Rate/Hr | 2025 Rate/Hr | 2026 Rate/Hr | 2027 Rate/Hr | 2028 Rate/Hr |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| Energy Engineer Assistant | \$75 | \$78 | \$81 | \$84 | \$88 |
| Energy Engineer I | \$116 | \$121 | \$125 | \$130 | \$136 |
| Energy Engineer II | \$135 | \$140 | \$146 | \$152 | \$158 |
| Technical Writer/Senior Research Analyst | \$142 | \$148 | \$154 | \$160 | \$166 |
| Energy Engineer III | \$145 | \$151 | \$157 | \$163 | \$170 |
| Energy Engineer Manager II | \$151 | \$157 | \$163 | \$170 | \$177 |
| Director of Engineering | \$232 | \$241 | \$251 | \$261 | \$271 |
| Professional Engineer | \$253 | \$263 | \$274 | \$285 | \$296 |
| Principal | \$267 | \$278 | \$289 | \$300 | \$312 |

*For travel outside of a 50-mile radius, mileage will be billed at the IRS mileage rate. Any required overnight lodging will be billed at the actual rate and our average accommodation will be \$200/night or less.

*RHA's per diem rates:

| Meal/Expense Reimbursement Rate | |
|---------------------------------|------|
| Breakfast | \$17 |
| Lunch | \$18 |
| Dinner | \$34 |
| Incidentals | \$5 |

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




Commission Staff Report

COMMISSION MEETING DATE: November 30, 2023

SUBJECT: Acterra: Action for a Healthy Planet – First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

| | | |
|--------------------|--|------------------------------------|
| FROM: | Jane Cirrincione  | METHOD OF SELECTION: |
| | Assistant General Manager | <i>Competitive Pricing Process</i> |
| Division: | Legislative & Regulatory Affairs | <i>If other, please describe:</i> |
| Department: | Legislative & Regulatory | |

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-110 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Acterra: Action for a Healthy Planet (Acterra) for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two-year period and to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Acterra was one of the consultants selected based upon its experience and response to the RFP.

NCPA entered into a three-year MTCSA with Acterra effective February 10, 2021, for an amount not to exceed \$500,000. This agreement has been used by NCPA Members through NCPA's Support Services program, and an NCPA Member has requested that the agreement be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of February 9, 2024 to a new date of February 9, 2026. Additionally, the amendment will update the Compensation Schedule to reflect current hourly rates and services.

NCPA has agreements in place for similar services with Cool the Earth, Plug In America, and Electric Car Insider.

FISCAL IMPACT:

The total cost of the agreement is unchanged by the amendment and will not exceed \$500,000 for the amended term of the contract. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Eight vendors were selected as a result of a Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to

perform the work within the time specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on November 29, 2023.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 23-110
- Multi-Task Consulting Services Agreement with Acterra
- First Amendment to Multi-Task Consulting Services Agreement with Acterra

RESOLUTION 23-110

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ACTERRA: ACTION FOR A HEALTHY PLANET

(reference Staff Report #248:23)

WHEREAS, Northern California Power Agency (NCPA) and Acterra: Action for a Healthy Planet (Acterra) entered into a Multi-Task Consulting Services Agreement effective February 10, 2021, for Acterra to provide electrification education and outreach services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with Acterra be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; and

WHEREAS, NCPA desires to update the Compensation Schedule to reflect current hourly rates and services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use 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:
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ACTERRA: ACTION FOR A HEALTHY PLANET**

This First Amendment (“Amendment”) to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Acterra: Action for a Healthy Planet (“Consultant”) (collectively referred to as “the Parties”) as of _____, 2023.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective February 10, 2021, (the “Agreement”) for Consultant to provide electrification education services including electrification and electric vehicle (EV) workshops, ride and drives, electrification and energy efficiency audits, and youth education programs; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two (2) years from the original expiration date of February 9, 2024, to a new date of February 9, 2026; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Agreement** is amended and restated to read in full as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

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

SIGNATURES ON FOLLOWING PAGE

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

ACTERRA: ACTION FOR A HEALTHY
PLANET

RANDY S. HOWARD, General Manager

LAUREN WESTON, Executive Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

| Activity | 2021-2023 | 2024-2026 |
|--|---|--|
| EV Education Workshops | \$5,000 each | \$5,500 each |
| Bilingual EV Financial Incentives Clinics <ul style="list-style-type: none">Optional individual follow-up consultations that include preparation and scheduling, consultation, individualized action plan and follow up in English or Spanish, with the option to add more languages at an additional cost | \$5,800 each, plus \$300 per consultation | \$6,380 each, plus \$300 per customer consultation/ \$400 - \$500 per additional language other than English and Spanish, if requested |
| EV Expos – up to 3 hours and up to 8 EVs | \$2,000 each | \$2,200 each |
| Electrification Education Demos | \$10,000 | \$11,000 |
| Youth education – up to three classrooms and 12 hours of curriculum | \$15,000 | \$16,500 |
| EV Expos – up to 3 hours and up to 8 EVs | \$2,000 each | \$2,200 each |
| Special Event Expos – over 3 hours, 9 or more EVs, and/or additional activities | \$4,000 each | \$4,400 each |

The not-to-exceed amounts cover outreach, advertising, staff time, materials, transit, design, printing, and overhead. A comprehensive hourly rate is an average of \$110.00 per hour per person.

Pricing for services not otherwise listed above 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.