



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

Date: February 20, 2020
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting Minutes

1. Call Meeting to Order and Introductions

Chair Roger Frith called the meeting to order at 9:35 am at NCPA, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the January 16, 2020, Regular Commission Meeting

Motion: A motion was made by Pauline Roccucci and seconded by Mark Chandler to approve the Minutes of the January 16, 2020, Regular Commission Meeting. The motion carried by a majority on a voice vote of those members present. *San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- The proposed NCPA FY21 Budget is being vetted through Agency Committee's over the next few months. Did ask staff to go take another look at their budgets and do their best to reduce dollars to help with the unexpected failure at the Lodi Energy Center and the impact at the Geothermal facility due to the Kincade fire.
- Met with Calpine and discussed future wild fire plans for the Geothermal area.

- Met with Bureau of Reclamation Commissioner Brenda Burman regarding Reclamation's proposal on true-ups.
- Met with California Energy Commission staff regarding the Sacramento Municipal Utility District (SMUD) bringing back its community solar program in their service territory. NCPA supports their efforts and does plan to send support letters to the legislature.
- Steve Berberich, CEO of the CAISO, after 14 years, announced his plans to retire before the end of the year.

4. Executive Committee

Committee Chair Frith reported the Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel. The Committee also met in closed session. No reportable action was taken. The Committee discussed item 26 on today's agenda and recommended Commission approval.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed Consent items 17-21, and Discussion/Action items 22-24 on today's agenda. A quorum of the Committee was established. The Committee did recommend Commission approval of all items.

6. Finance Committee

Assistant General Manager Monty Hanks reported that Committee met once since the last Commission meeting. The Committee received a report on the current condition of the financial markets from PFM. PFM stated that rates continue to drop and this has improved the estimated savings on refunding the 2012 Hydroelectric bonds. The Committee requested staff hold a Special Finance Committee meeting and include the Hydro project participants to review the refunding opportunity. As of the meeting, the estimated savings using a short-term, 2y forward starting swap is over \$15m or 20.5% NPV savings. The special meeting has been scheduled for February 25.

Staff provided presentations on NCPA's Debt & Interest Rate Management Report ending December 31, 2019, and an update to the Agency's Investment Policy. These are items 15 and 16 on today's agenda. Both were recommended for acceptance and/or approval.

NCPA staff also provided the Committee with an update of the long-term funding plan and status NCPA's pension program. NCPA's funded percentage continues to improve and this is in light of PERS lowering of the discount rate from 7.25% to 7.00%. The Committee affirmed the continuation of funding at the 15-year amortization schedule.

The next Committee meeting is scheduled for May 12, 2020, at 10:30 am.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee discussed the Community Solar Development and Consistency with the Surplus Lands Act, the Clean Fuel Reward Program Governance, as well as a General Counsel update. The Committee also met in closed session. No reportable action was taken.

8. Legislative & Regulatory Affairs Committee

Chair Mark Chandler reported that the Committee met once since the last Commission meeting. The Committee reviewed and discussed the proposed Legislative and Regulatory Affairs budget for FY21. The Committee recommended Commission approval of the budget. The Committee was also provided updates on the federal power program, customer programs, regulatory affairs, member programs, and was given a report on federal and state legislative issues. The next Committee meeting is scheduled on April 15.

9. Members' Announcements & Meeting Reporting

Commissioner Pauline Roccucci, **Roseville**, reported that the City of Roseville will sign a water supply contract extension next week, which will provide long-term reliability to the community. She also mentioned that Andy Fecko was named the new General Manager of the Placer County Water Agency, replacing Einar Maisch who announced his retirement a few months ago.

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 pulled from Consent.

Motion: A motion was made by Teresa O'Neill and seconded by Mark Chandler to approve the Consent Calendar consisting of Items 10-21. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item. *San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.*

10. NCPA's Financials for the Month Ended December 31, 2019 – approval by all members.

11. Treasurer's Report for the Month Ended December 31, 2019 – accept by all members.

12. NCPA's Financials for the Month Ended January 31, 2020 – approval by all members.

13. Treasurer's Report for the Month Ended January 31, 2020 – accept by all members.

14. Disposal of the Northern California Power Agency Surplus Property – note and file by all members for disposal of the following: Scrap metal (Lodi Energy Center); 1 VT 100 Terminal (Hydroelectric); 3 56K CSU/DSU (Hydroelectric); 1 2007 Chevy Silverado 3500 with crane (Geothermal); and 1 2005 Ford F350 Supercab with crane (Geothermal).

Fiscal Impact: This report has no direct fiscal impact on the Agency.
Redding abstained.

15. Resolution 20-23, Approve Amendments to NCPA's Investment Policy and Guidelines Policy 200-100 – adopt resolution by all members approving the changes to the NCPA Investment Policy No. 200-100 as follows: 1) updates to the Permitted Investments attachment; and 2) updated note on Credit Ratings Comparison.

Fiscal Impact: Staff believes with the proposed amendments to the Investment Policy, there is the potential of adding approximately \$200,000 additional interest income and member savings through a reduction of current liquidity (determining what is adequate and matched with current cash flow requirements) and implementing a diversified portfolio of investments.

- 16. *Accept Debt and Interest Rate Management Report – December 31, 2019*** - accept and file by all members the Debt and Interest Rate Management Report for the period ending December 31, 2019.

Fiscal Impact: The total projected savings over the life of the interest rate swaps was \$13.9 million at the inception of these agreements. Total projected savings through December 31, 2019, was \$6.9 million with actual results at \$11.9 million. The difference between expected savings and actual savings is due to “basis risk”, or the difference between what NCPA pays on the variable rate bonds and the index rate used in the swap transaction. Total basis risk to date is positive, resulting in additional savings over those expected of \$5 million. Staff continues to monitor the potential for refinancing these bonds and terminating the swaps, however, the large mark-to-market payment due to Citibank, N.A. of over \$16.8 million (net) is making a potential refund not a feasible option at this time.

- 17. *Resolution 20-22, Updates and Modifications to the Nexant Cost Allocation Model for FY2021*** – adopt resolution by all members adopting the updates and modifications to the Nexant Model as proposed by staff in order to allocate budgeted costs to members for Fiscal Year 2021.

Fiscal Impact: The recommended adjustments will result in a change to all applicable members’ allocated share of Power Management costs by varying amounts. Table 2 of Appendix A provides indicative changes in allocated Nexant Power Management costs to members based on current Fiscal Year 2020 budget after applying updated Calendar Year 2019 determinants to the model in addition to the modifications described in Table 1 as presented at the February 5, 2020, Facilities Committee meeting.

- 18. *Resolution 20-14, Industrial Door Company – Five Year Multi-Task General Services Agreement for Commercial and Industrial Door Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Industrial Door Company for commercial and industrial door maintenance 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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.

- 19. *Resolution 20-15, Farwest Insulation Contracting – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Member*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Farwest Insulation Contracting, with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$500,000 to \$3,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,500,000 over the existing five year term through December 6, 2024, to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and

conditions of the Agreement will be issued following NCPA procurement policies and procedures.

- 20. Resolution 20-16, Maxim Crane Works, L.P. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Maxim Crane Works, L.P., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$500,000 to \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. **Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed amount to \$1,500,000 over the existing five year term through April 4, 2021. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
- 21. Nalco Company, LLC – Ten Year Multi-Task General Services Agreement for Specialty Chemicals and Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nalco Company, LLC for specialty chemicals and services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years with options to extend for up to a total of ten years, for use at all facilities owned and/or operated by NCPA. **Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years, with options to extend the agreement for five additional years for a total of ten years, to be used out of the NCPA approved annual operating budgets. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
Redding and Shasta Lake abstained.

DISCUSSION / ACTION ITEMS

- 22. Resolution 20-13, Approval of the Services Agreement between Northern California Power Agency and Nevada Irrigation District** – adopt resolution by all members approving of the Services Agreement between the Northern California Power Agency (NCPA) and Nevada Irrigation District (NID) (the Service Agreement), pursuant to which NCPA will supply scheduling, control center, and reliability standards compliance services to NID, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel. Staff also recommends that the Commission authorize NCPA's General Manager to execute the Services Agreement, acting on behalf of NCPA, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel. **Fiscal Impact:** In consideration for NCPA's provision of services, NID shall pay NCPA an amount equal to approximately Thirty Four Thousand Dollars (\$34,000.00) for Services rendered during the first one (1) year period. For each subsequent one (1) year period during the term of the Agreement, the amount charged to NID will be escalated at a rate of two percent (2%) per year.

Assistant General Manager Tony Zimmer gave a presentation and background on the services agreement with Nevada Irrigation District (NID). The scope of services includes

scheduling coordination, control center and reliability standards compliance services for NID's Deer Creek Powerhouse and Combie South Powerhouse.

Motion: A motion was made by George Morrow and seconded by Mark Chandler to adopt resolution by all members approving of the Services Agreement between the Northern California Power Agency (NCPA) and Nevada Irrigation District (NID) (the Service Agreement), pursuant to which NCPA will supply scheduling, control center, and reliability standards compliance services to NID, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel; and authorize NCPA's General Manager to execute the Services Agreement, acting on behalf of NCPA, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.

- 23. Resolution 20-18, NCPA Hydroelectric Wildfire Mitigation Project; Applicable to the following projects: NCPA Hydroelectric Facility** – adopt resolution by all members authorizing the NCPA Hydroelectric Wildfire Mitigation Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$3,000,000, and authorizing use of up to \$3,000,000 in existing Hydroelectric Capital Development Reserve collections to fund the project, and acknowledging that the Hydroelectric Capital Development Reserve will need to be replenished in future budget years.

Fiscal Impact: The total cost of the NCPA Hydroelectric Wildfire Mitigation Project is anticipated to not exceed \$3,000,000. Funds for this project were not included in the approved FY19-20 Hydroelectric Project Budget. Staff recommends authorizing use of up to \$3,000,000 in existing Hydroelectric Capital Development Reserve collections for the Wildfire Mitigation Project. Additional Capital Development Reserve collections will be proposed in future Hydro Project budgets to refund the Capital Development Reserve account (as needed) for the upcoming McKays Sediment Removal project.

Assistant General Manager Joel Ledesma gave an overview of the Hydroelectric Wildfire Mitigation Plan.

Motion: A motion was made by Jerry Serventi and seconded by Pauline Roccucci to adopt resolution by all members authorizing the NCPA Hydroelectric Wildfire Mitigation Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$3,000,000, and authorizing use of up to \$3,000,000 in existing Hydroelectric Capital Development Reserve collections to fund the project, and acknowledging that the Hydroelectric Capital Development Reserve will need to be replenished in future budget years. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent. Redding and Shasta Lake abstained.

- 24. Resolution 20-19, NCPA Geothermal Wildfire Risk Mitigation Project** – adopt resolution by all members authorizing the NCPA Geothermal Wildfire Mitigation Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and

Procedures, without further approval by the Commission, for a total not to exceed amount of \$450,000.

Fiscal Impact: The total cost of the NCPA Geothermal Wildfire Risk Mitigation Project is anticipated not to exceed \$450,000. Funds for this project were not included in the FY20 budget. Staff recommends using a portion of excess bond Reserve funds that was released when the final maturity of the 2009 Geothermal bonds was paid on July 1, 2019. The Reserve fund release was approximately \$3.5 million which would have been included as part of the FY20 annual settlements reconciliation. Therefore, no budget augmentation is required. 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.

Assistant General Manager Joel Ledesma gave an overview of the Geothermal Wildfire Mitigation Plan. In addition, the Commission discussed and asked questions regarding the outcome of the drone surveys, conducted by the Western Area Power Administration (Western), over the facilities transmission lines. Staff also provided an update on the installation of the new switch that will allow the Geothermal plant to switch lines in case of a planned or unexpected outage. This installation should help with the resiliency of the facility.

Motion: A motion was made by Mark Chandler and seconded by Pauline Roccucci to adopt resolution by all members authorizing the NCPA Geothermal Wildfire Mitigation Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not to exceed amount of \$450,000. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent. Redding and Shasta Lake abstained.

- 25. Amended Resolution 19-50, Lodi Energy Center Transformer Replacement Project Request for Additional Funds; Applicable to the following projects: Lodi Energy Center** – adopt resolution by all members authorizing additional funds for the Lodi Energy Center Transformer Project, increasing the total not to exceed amount of this project from \$4,000,000 to \$4,425,000, delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the updated project amount, authorize the use of up to \$425,000 from the LEC Maintenance Reserve Fund, and acknowledging that the LEC Maintenance Reserve Fund will need to be replenished in future budget years.

Fiscal Impact: The Lodi Energy Center Transformer Replacement Project was considered and approved in the FY19-20 budget for \$4,000,000.

Assistant General Manager Joel Ledesma gave an update on the budget and explained the request for additional funds for the transformer replacement.

Motion: A motion was made by Mark Chandler and seconded by Teresa O'Neill to adopt resolution by all members authorizing additional funds for the Lodi Energy Center Transformer Project, increasing the total not to exceed amount of this project from \$4,000,000 to \$4,425,000, delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the updated project amount, authorize the use of up to \$425,000 from the LEC Maintenance Reserve Fund, and acknowledging that the LEC Maintenance Reserve Fund will need to be replenished in

future budget years. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent. Alameda, Palo Alto and Redding abstained.

- 26. Resolution 20-11, Approval of Third Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel** – adopt resolution by all members approving the Third Amendment to Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of Commission to execute the Third Amendment to Employment Agreement; and approve the General Counsel's Performance Goals for 2020.

Fiscal Impact: Funds are available in the Executive Services – Legal Salaries and Benefits account; there is no material change to the current fiscal year budget.

Chair Frith reported that the Executive Committee met several times over the past few months and successfully negotiated the Third Amendment to Employment Agreement with Jane Luckhardt. The Executive Committee recommended Commission approval of the Third Amendment to the Employment Agreement, a five (5%) percent salary increase effective December 22, 2019, reallocate the General Counsel Job Classification grade from 31 to 32; and the General Counsel's Performance Goals for 2020.

Assistant General Manager Monty Hanks provided a brief overview of pay relative to the market study on the General Counsel position that was conducted. The study assisted the Committee in negotiating the merit increase and job classification reallocation recommendation in the Third Amendment to the Employment Agreement. The Commission discussed and approved the Executive Committee's recommendations.

Motion: A motion was made by Mel Grandi and seconded by Jerry Serventi to adopt resolution by all members approving the Third Amendment to Employment Agreement between NCPA and Jane E. Luckhardt, which provides a five (5%) percent salary increase effective on December 22, 2019; authorize the Chair of Commission to execute the Third Amendment to Employment Agreement; reallocate the General Counsel Job Classification to salary grade 32; and approve the General Counsel's Performance Goals for 2020.

The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent

- 27. Resolution 20-21, Lodi Energy Center Turbine Restoration Project** – adopt resolution by all members authorizing expenditure of approximately \$46,000,000 (forty-six million dollars) for the Lodi Energy Center Turbine Restoration Project, delegating authority to the General Manager or his designee to award contracts, award bids, execute agreements, and issue purchase orders for this project to bring the Lodi Energy Center back into operation after the gas turbine failure on January 16, 2020.

Fiscal Impact: Preliminary discussions with insurance providers indicate a substantial portion of this cost will be covered by insurance.

General Manager Randy Howard provided a background on the failure at the Lodi Energy Center (LEC). The LEC Project Participants Committee (PPC) met yesterday under a Special Notice to discuss and approve the funding of the parts to ensure the unit is operational before the summer season. A copy of Staff Report 130:20 was provided to the Commission.

Assistant General Manager Joel Ledesma provided a more detailed description of the failure and reported on the investigation. The initial report indicates that the seal on the rotor was the cause of the unit failure. The Agenda noticed that staff was seeking Commission

approval of approximately \$46,000,000, but after further discussions with Siemens and the LEC PPC, the amount was increased to \$50,000,000. The Commission discussed the cost and how the dollars will be allocated in the budget, as well as available contingency funds.

Motion: A motion was made by Mark Chandler and seconded by Teresa O'Neill to adopt resolution by all members approving for the Lodi Energy Center Turbine Restoration Project Option #3 (New F4 Machine) in an amount of \$50,000,000; and authorize the General Manager to execute agreements, including revision to the Long Term Maintenance Agreement and issue Purchase Orders to carry out that work. Funding will come from insurance coverage (\$50,000,000) and the LEC Maintenance Reserve Account (\$800,000). The Maintenance Reserve will be replenished over future budget years, beginning in FY 21. *San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent Alameda, Palo Alto, Redding, and Shasta Lake abstained.*

Non-essential Members and NCPA staff left the meeting for Closed Session discussion.

Only the appointed Commissioner and Assistant General Manager Monty Hanks participated in the discussion on Closed Session item 30.

CLOSED SESSION

28. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.

29. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.

30. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION – a) Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Assistant General Manager/CFO Monty Hanks; Unrepresented Public Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

Assistant General Manager Tony Zimmer mentioned that NCPA is releasing a Rolling Renewable RFP on behalf of the Members, which should help with Members future renewable needs.

ADJOURNMENT

The February 20, 2020, Commission meeting was adjourned at 11:28 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Attachments

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single-roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar.

Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: **February 20, 2020**

Consent Items Listed on the Agenda: # 10 to # 21

Consent Items Removed from the Agenda and Approved Separately:

8

ROLL-CALL VOTE BY MEMBERS: SRP/Lodi

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		X	
Gridley		X	
Healdsburg		X	
Lodi		X	
Lompoc		X	
Palo Alto		X	
Port of Oakland		X	X
Redding	14, 21	X	
Roseville		X	
Santa Clara		X	
Shasta Lake	21	X	
Truckee Donner		X	X
Ukiah		X	
Plumas-Sierra			X

ATTEST:


Cary A. Padgett
Assistant Secretary to the Commission

**Northern California Power Agency
Special Commission Meeting
February 20, 2020
COMMISSIONER
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Jersey Servant</i>
2 - BIGGS	<i>Ron L. L...</i>
3 - GRIDLEY	<i>Ray</i>
4 - HEALDSBURG	
5 - LODI	<i>Mark Chandler</i>
6 - LOMPOC	<i>Legat Monroe</i>
7 - PALO ALTO	<i>Dean Boetator</i>
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	
10 - REDDING	<i>Kristen Gilson</i>
11 - ROSEVILLE	<i>Pauline Rocucci</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	<i>Teresa O'Neill</i>
14 - SHASTA LAKE	<i>Samy Takala</i>
15 - TRUCKEE DONNER	
16 - UKIAH	<i>Mel Grande</i>

**Northern California Power Agency
Special Commission Meeting
February 20, 2020
Attendance List**

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

NAME	AFFILIATION
Dan Beans	Redding
Jane Luciehardt	NCPA
TERRY CROWLEY	HEALDSBURG
Samos Takekura	Shasta Lake
Basil Wong	Santa Clara
Michelle Bertolino	Roseville
Bo Sheppard	Biggs
Vidhi Chawla	Alameda
Tony Zimmer	NCPA
KEANE SOMMERS	NEVADA IRRIGATION DISTRICT
Joel Ledesma	NCPA
Jane Cirincione	NCPA
Dean Botchelor	Palo Alto
Jeff Berkheimer	City of Lodi
Randy S. Howard	NCPA
Rozae Frith	Biggs
PAUL ECKERT	GRIDLEY
Cary Padgett	NCPA

#3

SUPPORT SERVICES PROGRAM STATUS REPORT

March 19, 2020

Member Name	Designated Representatives	Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley			
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$15,000; City Manager & City Attorney NTE \$20,000	\$ 20,000	09/07/16
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney	\$ 125,000	04/19/16
Roseville	Electric Utility Director & City Attorney	\$ 50,000	10/05/15
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			

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0159	Alameda Municipal Power	3/18/20	\$ 23,670.00	Navigant Consulting, Inc.; Independent review and assessment services for AMP's Wildfire Mitigation Plan.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0156	City of Santa Clara	1/23/20	\$ 16,979.40	Montrose Air Quality Services, LLC; RATA testing on two combined-cycle gas turbine units at DVR as part of new CEMS requirements.
0154	Port of Oakland	1/31/20	\$ 25,945.00	Navigant Consulting, Inc.; Independent evaluation services for Wildfire Mitigation Plan.
0152	City of Santa Clara	1/22/20	\$ 96,510.00	Aspen Environmental; consulting services re meter data analysis and related work as requested by SVP
0151	City of Healdsburg	2/1/20	\$ 50,000.00	IEC Corporation; services related to the development of a power purchase agreement and review/consulting on the proposed design and materials for a floating solar project.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
0143	Truckee Donner PUD	10/25/19	\$ 30,850.00	Navigant Consulting Inc.; Independent review and assessment of Wildfire Mitigation Plan and related services.
0139	City of Santa Clara	2/19/20	\$ 3,944.90	Nor-Cal Battery Company; Maintenance of plant battery chargers at DVR facility.
0138	City of Santa Clara	10/04/19	\$ 49,074.00	Summit Crane; provide operated crane to support rotor removal and reinstallation at Gianera facility.
0137	City of Healdsburg	10/24/19	\$ 35,350.00	Navigant Consulting Inc.; Independent assessment of Healdsburg's Wildfire Mitigation Plan.
0136	City of Healdsburg	10/1/19	\$ 15,000.00	NCPA; provide graphic design services on an as-needed basis.
0135	City of Palo Alto	9/25/19	\$ 25,765.00	Navigant Consulting, Inc.; provide independent evaluation services for Wildfire Mitigation Plan.
0133	City of Santa Clara	12/23/19	\$ 47,195.00	Fossil Energy Research Corp; review NOx monitor system and data to assist with values and recommendations for correction; AIG tuning and other services as requested.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0129	City of Lodi	10/1/19	\$ 31,345.80	Navigant Consulting, Inc.; provide independent evaluation services for Wildfire Mitigation Plan.
0128	City of Roseville	9/12/19	\$ 20,691.80	Dudek; provide independent evaluation services for Wildfire Mitigation Plan.
0122	City of Roseville	7/19/19	\$ 49,000.00	Energy & Resource Solutions; provide energy efficiency program services, program measurement and verification, evaluation and engineering services.
0121	City of Santa Clara	7/31/19	\$ 8,181.20	Northwest Industrial Engine & Compressor Co.; Perform Level 2 PM on one Superior MH6 fuel gas compressor during November planned outage at DVR facility.
0117	City of Lodi	8/22/19	\$236,740.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0114	City of Santa Clara	7/1/19	\$ 65,180.00	Cadmus Group, LLC; provide consulting services to conduct evaluation for SVP's Small Business Exterior Lighting Program.
0112	Port of Oakland	4/26/19	\$ 29,785.00	Black & Veatch; preparation of an Interconnection Impact Study (grid impact study) for a 1-5 MW distributed solar system.
0110	City of Santa Clara	6/20/19	\$48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.
0108	City of Santa Clara	5/29/19	\$17,046.70	Black & Veatch; Engineering services and development of procurement specifications for replacement of approx. 520-gallon underground waste oil drain tank – Gianera.
0100	City of Roseville	3/13/19	\$47,660.00	Cadmus Group LLC; provide EM&V services for REU's home energy reports and submit report containing project research objectives, data collection, analysis, methods, findings, conclusions, and recommendations.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA or SCPPA Member	Date	Amount	Vendor Name & Short Description
0149	City of Lodi	3/18/20	\$ 53,325.00	Efficiency Services Group, LLO; provide "Keep Your Cool" Commercial Refrigeration Program through FY21.
0144	City of Santa Clara	12/3/19	\$814,813.97	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20 and FY21.
0126	City of Lompoc	10/24/19	\$125,000.00	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20.
0123	City of Roseville	8/15/19	\$ 48,005.00	RKS Research & Consulting; conduct CMUA 2019 Statewide Survey of Business & Key Account Customers and additional oversampling to measure and track effectiveness of energy efficiency and renewable energy programs offered.
0116	City of Redding	7/31/19	\$125,000.00	Alternative Energy Systems Consulting; continued energy efficiency engineering support services in FY20.
0113	City of Roseville	8/9/19	\$390,572.26	Oracle America; delivery of Opower Customer Behavioral Energy Efficiency Program in FY20, including quarterly print Home Energy Reports, monthly emails, and High Bill Alerts.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: **5**

Date: March 26, 2020
To: NCPA Commission
Subject: March 4, 2020 Facilities Committee Meeting Minutes

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



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes – Draft

Date: March 10, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: March 4, 2020 Facilities Committee Meeting Minutes

1. **Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Vice Chair Basil Wong at 9:04 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert, (Gridley), Shiva Swaminathan and Poorvi Rao (Palo Alto), Nick Rossow (Redding), and Monica Nguyen and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approve Minutes from the February 5, 2020 Facilities Committee Meeting, and the February 12, 2020 Special Facilities Committee Meeting.**

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending approval of the February 5, 2020 Facilities Committee Meeting, and the February 12, 2020 Special Facilities Committee Meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

3. **All Generation Services Facilities, Members, SCPPA – Integrity Inspections, LLC MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Integrity Inspections, LLC for specialty mechanical and inspection services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. NCPA desires to enter into an agreement with this new vendor so established terms and conditions are in place should this vendor be the successful bidder on future projects. Adding this vendor will increase the pool of qualified vendors for these types of services. Agreements in

place for similar services include Premium Inspection Company and Team Industrial. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Bill Forsythe recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections, LLC for specialty mechanical and inspection 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

4. **All Generation Services Facilities – Hunt & Sons, Inc. MTEMS** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials, and Supplies with Hunt & Sons, Inc. for purchase and delivery of diesel fuel, propane, and other oils and lubricants, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. NCPA had a previous agreement in place with Hunt & Sons, Inc., which is running low on funds and expiring. Staff has utilized this vendor in the past, and has a good working relationship with the vendor. Other agreements in place for similar purchases are with George Lowry, Inc., Redwood Coast Fuels, Southern Counties Lubricants, LLC, Valley Pacific Petroleum Service, Inc. and Westgate Petroleum. This agreement will be for use at NCPA facilities only, since it involves purchasing of chemicals. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Bill Forsythe and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc. for the purchase of diesel fuels, propane, unleaded fuels, oils and lubricants, 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 all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

5. **All Generation Services Facilities, Members, SCPPA – Coffman Engineers, Inc. MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Coffman Engineers, Inc. for fire protection, mechanical, electrical, and civil engineering services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. Geothermal staff contacted Coffman Engineers, Inc. because they offer California Registered Fire Protection Engineer (FPE) services. Fire preparation/wildfire mitigation is a high priority for NCPA facilities. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Coffman Engineers, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding

when services are needed. Other agreements in place for similar services are with Sabah International, Inc., and ORR Protection Systems, Inc. (pending approval). A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Bill Forsythe and seconded by Tikan Singh recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Coffman Engineers, Inc. for fire protection, mechanical, electrical, or civil engineering 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Roseville, and Santa Clara. ABSTAIN = Palo Alto, and Redding. The motion passed.

6. Proposed FY2021 Annual Budget Review and Approval – Staff presented, and reviewed the final budget for FY2021, and was seeking a recommendation for Commission approval of the budget.

Staff from Generation Services, Administrative Services, and Power Management reviewed the initial budget at a Special Facilities Committee meeting February 12, 2020. Challenges for the upcoming FY2021 budget include forward market prices down from FY2020, hardening of the insurance market, wheeling access charges with low voltage costs up but the high voltage costs down very little, and the Western forecast with increased costs but a lower forward curve. Other challenges include capital and maintenance projects, funding reserves for future projects, and MOU increases. The strategic goals for the Agency include expansion of customers and projects, and transitioning from a low to medium impact entity to support more customers and projects. With the addition of more customers and revenue, staff propose adding positions to the Information Services (IS) Department and Power Management (PM). Each Business Unit has decreased the FY2021 budget since the review at the special meeting.

Generation Services

Hydro has reduced O&M costs, and reduced the Capital Development Reserve funding for a total reduction of 2 million since February. The total net cost to participants is now increasing by 1.8 million. **Geo** has reduced funding for projects and Maintenance Reserve for a total reduction of 1.7 million. Net cost to participants is increasing 3.9 million. Revenues are forecasted to be lower for FY2021. **CT1** has a net increase to participants of 1.7 million. **CT2** has a decrease of 1.2 million to the participants. Including both CTs the FY2021 budget is relatively flat with an increase of approximately \$500,000.

Power Management

The Power Management FY2021 budget has been decreased by \$543,091 since the February 12, 2020 Special Facilities Committee meeting. The net cost to participants is now an increase of \$750,712 for a total proposed FY2021 budget of \$11,281,224.

Administrative Services

The Administrative Services FY2021 budget has been decreased by \$537,751 since the February 12, 2020 Special Facilities Committee meeting. The net cost to participants is now an increase of \$998,055 for a total proposed FY2021 budget of \$16,322,208.

The next steps for the FY2021 proposed budget are for Utility Director review in March, Commission review in March, final budget adjustments and allocations with Commission approval April 16, 2020. The FY2021 proposed budget is available for review on NCPA Connect.

Motion: A motion was made by Shiva Swaminathan and seconded by Bill Forsythe recommending Commission approval of the FY2021 budget as presented in the Facilities Committee Meeting March 4, 2020, for Generation Services, Administrative Services, and Power Management, subject to the consideration and support of the Member Utility Directors, with any non-substantive changes approved by NCPAs General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

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

Hydro – February 2020 had very little to no precipitation, which brought the percentages down to only 43% of normal by March, 2. Hydro staff are considering moving the Spicer annual outage forward. The USGS annual audit has been completed, as well as the 2020 FERC Part 12 Reports. Bids are due March 4, 2020, for the 230 kV Insulator Replacement Project. Seven companies were at the pre-bid meeting, and two addendums have been issued.

CTs – The February operations were quiet for CT1 with four actual starts, in real time, out of 16 that were forecasted. The FYTD is 213. CT2 had 0 starts with 4 forecasted. The FYTD is 36. One forced outage occurred when Unit 2 tripped both units due to a vibration wire failure. There was one planned outage in Alameda for the Generator Circuit Breaker Project, a generator major, and routine maintenance.

Geo – There were no safety incidents to report at Geo for the month of February. CPR and AED training was conducted, and vegetation management continues. Plant 1 was online for most of February averaging 75.8 MW net. Plant 2 was back online March 2 and is currently generating 100 MW net. The FY 2020 net generation is 403 GWh of 493.2 GWh forecasted, which is 18.3% below forecast. Ongoing maintenance activities include generator testing, insulation repairs, steam field wireline work, and cooling tower repairs. The temporary jumpers were removed from the Fulton and Lakeville lines. A switch has been installed to allow for future Fulton/Lakeville transmission inter-ties.

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

NCPA submitted a Statement of Qualifications on February 11, 2020, to Sonoma Clean Power (SCP). Services requested include scheduling coordinator services. SCP is a well-established, operational CCA that began services in May 2014. NCPA participated in an interview with SCP on February 25, 2020. Interviews will be conducted through the 2nd week of March. NCPA also submitted a Statement of Qualification on February 13, 2020, to Butte Choice Energy (BCE). Staff are waiting to hear back from both entities. Updates will be provided to the Committee as needed.

NCPA and Nevada Irrigation District (NID) have an approved Services Agreement. Staff are now working on resource integration. Services are scheduled to start for the Combie South Powerhouse May 1, 2020. The Deer Creek Powerhouse is still pending integration due to FERC action. Agreement negotiations with South Feather Power and Water Agency (SFWPA) are pending due to ongoing discussions between SFWPA and PG&E. New resource integration for East Bay Community Energy (EBCE) is scheduled in quarter four. EBCE has a new wind project which is inclusive in the agreement.

9. Planning and Operations Update –

- Rolling Renewable RFP – Staff are developing a “rolling” renewable RFP on behalf of the Members, to include offers for Renewable Portfolio Standards (RPS), carbon free resources, and energy storage. Staff will present the RFP documents at the Utility

- Directors (UD) Retreat for review and discussions. A RFP dashboard will be created on NCPA Connect for Members use. Staff are seeking feedback regarding data processing.
- Coronavirus Disease 2019 (COVID-19) Planning and Business Resiliency – NCPA is planning for impact on the local community. Focus will be on the use of the Disaster Recovery Center (DRC) for business continuity as a “Quarantined Zone” for essential operations. Most business functions can be performed remotely via VPN access points.
 - Software Enhancements – Upgrades and enhancements are being done to the Risk Management and reporting tools, which will be available on NCPA Connect. The Cost VaR Report is undergoing a dynamic upgrade, changing it from a static report.
 - PPA Counterparties – Staff is working to increase the number of approved counterparties for PPAs.

10. Next Meeting – The next regular Facilities Committee meeting is scheduled for April 1, 2020.

ADJOURNMENT

The meeting was adjourned at 11:10 am by the Committee Vice Chair.

**Northern California Power Agency
March 4, 2020 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	<i>Wayo Chang</i> <i>Isikau</i>
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
REDDING	
ROSEVILLE	<i>Bill Forsythe</i> <i>Basil Wong</i>
SANTA CLARA	
TID	
UKIAH	

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

NCIA



10


Commission Staff Report

March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: February 29, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 26, 2020 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 February 29, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of February 2020

Operations:

Geothermal	\$	1,911,090
Hydroelectric		3,057,615
CT#1 Combustion Turbines		194,015
CT#2 STIG		145,954
Lodi Energy Center		5,417,096
NCPA Operating		<u>37,300,150</u>
Total	\$	<u><u>48,025,920</u></u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

PERCENT OF YEAR ELAPSED
67%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,631,891	\$ 12,631,076	\$ 20,767,239	61%	
Debt Service (Net)	2,775,572	22,204,574	33,306,862	67%	
Annual Budget Cost	4,407,463	34,835,650	54,074,101	64%	
 Geothermal					
Other Plant Cost	2,837,807	20,607,924	30,365,288	68%	
Debt Service (Net)	412,144	3,297,149	4,945,723	67%	
Annual Budget Cost	3,249,951	23,905,073	35,311,011	68%	
 Combustion Turbine No. 1					
	488,636	3,891,098	6,169,530	63%	
 Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	56,921	756,160	1,089,118	69%	
Other Plant Cost	151,269	1,561,380	2,552,870	61%	
Debt Service (Net)	483,035	3,864,281	5,796,421	67%	
Annual Budget Cost	691,225	6,181,821	9,438,409	65%	
 Lodi Energy Center					
Fuel	136,564	20,391,339	39,513,147	52%	
Other Plant Cost	2,005,307	15,848,311	27,392,586	58%	
Debt Service (Net)	2,171,202	17,369,619	26,054,428	67%	
Annual Budget Cost	4,313,073	53,609,269	92,960,161	58%	
 Member Resources - Energy					
	4,114,792	41,179,413	56,228,967	73%	(a)
Member Resources - Natural Gas	447,176	3,149,749	3,540,898	89%	(b)
Western Resources	925,693	13,119,137	23,325,119	56%	
Market Power Purchases	1,634,298	15,977,260	15,123,482	106%	(c)
Load Aggregation Costs - CAISO	55,365,128	419,581,908	256,029,593	164%	(d)
Net GHG Obligations	1,056,280	2,555,874	496,955	514%	(e)
	76,693,715	617,986,252	552,698,226	112%	
 <u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	550,625	4,781,334	2,813,086	170%	(f)
Wheeling Access Charge	8,666,372	72,472,381	110,581,940	66%	
Ancillary Services	853,556	5,070,004	2,372,540	214%	(g)
Other ISO Charges/(Credits)	(736,039)	12,606,348	1,321,289	954%	(h)
	9,334,514	94,930,067	117,088,855	81%	
 <u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	186,810	1,310,952	2,132,130	61%	
Regulatory Representation	62,561	434,991	748,387	58%	
Western Representation	63,252	398,303	745,117	53%	
Customer Programs	52,663	180,652	423,678	43%	
Judicial Action	99,790	369,540	625,000	59%	
 <u>Power Management</u>					
System Control & Load Dispatch	561,751	4,020,752	6,082,417	66%	
Forecasting, Planning, Prescheduling & Trading	230,122	1,638,287	2,934,143	56%	
Industry Restructuring & Regulatory Affairs	37,452	244,452	414,479	59%	
Contract Admin, Interconnection Svcs & External Affairs	93,672	620,614	953,716	65%	
Gas Purchase Program	5,883	42,769	77,386	55%	
Market Purchase Project	9,805	59,446	111,270	53%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 29, 2020**

PERCENT OF YEAR ELAPSED 67%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	77,224	107,129	211,744	51%
Settlements	77,080	522,604	979,916	53%
Integrated Systems Support	11,413	38,627	243,161	16%
Participant Pass Through Costs	8,448	783,080	1,560,447	50%
Support Services	135,760	1,018,832	-	N/A
	1,713,686	11,791,030	18,242,991	65%
TOTAL ANNUAL BUDGET COST	87,741,915	724,707,349	688,030,072	105%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	2,116,004	61,524,120	127,623,712	48%
Member Resource ISO Energy Sales	1,411,338	19,528,206	29,156,411	67%
Member Owned Generation ISO Energy Sales	3,645,825	46,606,130	67,107,648	69%
NCPA Contracts ISO Energy Sales	1,017,797	12,530,153	15,623,339	80% (i)
Western Resource Energy Sales	731,794	14,076,231	18,304,471	77% (j)
Load Aggregation Energy Sales	35,463,534	238,595,125	-	N/A
Ancillary Services Sales	16,682	4,498,994	4,196,879	107% (k)
Transmission Sales	-	64,386	110,376	58%
Western Credits, Interest and Other Income	8,412,954	62,456,772	19,227,470	325% (l)
	52,815,928	459,880,117	281,350,306	163%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 34,925,987	\$ 264,827,232	\$ 406,679,766	65%

- (a) Variance caused by greater than anticipated member contracts for Palo Alto and Port of Oakland.
- (b) Variance caused by greater than anticipated natural gas for Lodi, Lompoc, Gridley, Biggs, Healdsburg, and Ukiah.
- (c) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (e) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, BART, San Jose CE, East Bay CE, and Ukiah.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (g) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) Variance due to unbudgeted revenue from market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget include certain NextEra and Exelon deals.
- (j) Increase due to greater than anticipated price per MWh. MWhs are 100% of budget at 2/29/20.
- (k) Increase due to greater than projected MWhs of generation.
- (l) Variance caused by unbudgeted revenue from customers and greater than anticipated member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February 29,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 16,123	\$ 32,786
Investments	61,211	45,941
Accounts receivable		
Participants	3,098	-
Other	2,447	432
Interest receivable	554	349
Inventory and supplies	8,891	9,746
Prepaid expenses	2,532	2,305
TOTAL CURRENT ASSETS	94,856	91,559
RESTRICTED ASSETS		
Cash and cash equivalents	44,284	39,166
Investments	177,089	184,745
Interest receivable	647	541
TOTAL RESTRICTED ASSETS	222,020	224,452
ELECTRIC PLANT		
Electric plant in service	1,508,124	1,505,580
Less: accumulated depreciation	(1,024,637)	(993,823)
	483,487	511,757
Construction work-in-progress	182	182
TOTAL ELECTRIC PLANT	483,669	511,939
OTHER ASSETS		
Regulatory assets	219,685	228,559
Special deposits	101	56
Preliminary survey and investigation costs	685	214
Investment in associated company	265	265
TOTAL ASSETS	1,021,281	1,057,044
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	26,675	35,558
Pension deferrals	17,055	19,200
Deferred Outflows - ARO	62,030	62,204
TOTAL DEFERRED OUTFLOWS OF RESOURCES	105,760	116,962
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,127,041	\$ 1,174,006

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February 29,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 39,594	\$ 26,525
Accounts and retentions payable - restricted for construction	10	10
Member advances	1,647	1,229
Operating reserves	19,366	23,903
Current portion of long-term debt	57,810	41,275
Accrued interest payable	7,239	6,447
TOTAL CURRENT LIABILITIES	125,666	99,389
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	66,126	76,002
Operating reserves and other deposits	135,353	128,916
Interest rate swap liability	15,747	13,326
Asset Retirement Obligations	66,137	63,713
Long-term debt, net	596,472	663,147
TOTAL NON-CURRENT LIABILITIES	879,835	945,104
TOTAL LIABILITIES	1,005,501	1,044,493
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	82,416	85,450
Pension and OPEB deferrals	5,802	3,195
TOTAL DEFERRED INFLOWS OF RESOURCES	88,218	88,645
NET POSITION		
Net investment in capital assets	(47,801)	(57,307)
Restricted	45,554	64,209
Unrestricted	35,569	33,966
TOTAL NET POSITION	33,322	40,868
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,127,041	\$ 1,174,006

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

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

UNAUDITED

	Eight Months Ended February 29,	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 266,662	\$ 306,555
Other Third-Party	150,479	194,560
TOTAL OPERATING REVENUES	417,141	501,115
OPERATING EXPENSES		
Purchased power	157,517	225,802
Operations	54,931	76,424
Transmission	126,854	118,507
Depreciation	20,660	20,598
Maintenance	17,921	14,724
Administrative and general	14,609	13,443
TOTAL OPERATING EXPENSES	392,492	469,498
NET OPERATING REVENUES	24,649	31,617
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(24,857)	(27,283)
Interest income	2,887	6,650
Other	4,241	5,374
TOTAL NON OPERATING EXPENSES	(17,729)	(15,259)
FUTURE RECOVERABLE AMOUNTS	(4,009)	(2,574)
REFUNDS TO PARTICIPANTS	(7,965)	(10,984)
INCREASE (DECREASE) IN NET POSITION	(5,054)	2,800
NET POSITION, Beginning of year	38,376	38,068
NET POSITION, Period ended	\$ 33,322	\$ 40,868

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

(000's omitted)

February 29, 2020

	GENERATING & TRANSMISSION RESOURCES											
	Geothermal	Hydroelectric	Multiple Capital Facilities		CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
ASSETS												
CURRENT ASSETS												
Cash and cash equivalents	\$ 1	\$ -	\$ -	\$ 1	\$ 1	\$ 105	\$ -	\$ -	\$ 62	\$ 15,953	\$ 16,123	
Investments	-	-	-	-	-	-	-	-	-	61,211	61,211	
Accounts receivable	-	-	-	-	-	-	-	-	-	3,098	3,098	
Participants	-	-	-	-	-	-	-	-	-	2,447	2,447	
Other	-	-	-	-	-	-	-	-	1	369	554	
Interest receivable	-	-	-	-	-	-	-	-	-	-	8,891	
Inventory and supplies	4,509	1,574	246	359	96	2,203	-	-	4	(16)	2,532	
Prepaid expenses	946	818	66	66	618	618	-	-	-	-	-	
Due from Agency and other programs*	8,495	4,650	3,390	2,849	20,668	28,798	-	-	6,673	(75,523)	-	
TOTAL CURRENT ASSETS	13,951	7,042	3,703	3,305	23,594	29,138	-	-	6,740	7,383	94,856	
RESTRICTED ASSETS												
Cash and cash equivalents	1,487	9,524	114	-	3,809	5,637	-	-	-	23,713	44,284	
Investments	26,574	36,897	253	-	32,585	24,627	-	-	-	56,153	177,089	
Interest receivable	133	97	-	-	101	-	-	-	-	316	647	
TOTAL RESTRICTED ASSETS	28,194	46,518	367	-	36,495	30,264	-	-	-	80,182	222,020	
ELECTRIC PLANT												
Electric plant in service	572,100	395,147	64,852	36,727	424,508	7,736	-	-	894	6,160	1,508,124	
Less: accumulated depreciation	(541,948)	(277,971)	(52,043)	(34,806)	(105,925)	(7,736)	-	-	(571)	(3,637)	(1,024,637)	
	30,152	117,176	12,809	1,921	318,583	-	-	-	323	2,523	483,487	
Construction work-in-progress	-	-	-	-	182	-	-	-	-	-	182	
TOTAL ELECTRIC PLANT	30,152	117,176	12,809	1,921	318,765	-	-	-	323	2,523	483,669	
OTHER ASSETS												
Regulatory assets	(1,850)	130,711	7,617	-	25,493	-	-	-	-	57,714	219,685	
Special deposits	-	-	-	-	-	-	-	-	101	-	101	
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	685	-	685	
Investment in associated company	-	-	-	-	-	-	-	-	-	265	265	
TOTAL ASSETS	70,447	301,447	24,496	5,226	404,347	59,402	-	-	7,849	148,067	1,021,281	
DEFERRED OUTFLOWS OF RESOURCES												
Excess cost on refunding of debt	1,166	22,935	961	-	1,613	-	-	-	-	-	26,675	
Pension deferrals and OPEB deferrals	-	-	-	-	-	-	-	-	-	17,055	17,055	
Asset Retirement Obligations	61,690	-	159	-	181	-	-	-	-	-	62,030	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,856	22,935	1,120	-	1,794	-	-	-	-	17,055	105,760	
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 133,303	\$ 324,382	\$ 25,616	\$ 5,226	\$ 406,141	\$ 59,402	\$ -	\$ -	\$ 7,849	\$ 165,122	\$ 1,127,041	

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

February 29, 2020

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services				
\$	160	585	1	507	1	1	3,1689	\$	-	\$	6,651	\$
	-	10	-	-	-	-	-	-	-	-	-	39,594
	791	-	-	-	-	-	-	856	-	-	-	10
	(397)	249	627	3,433	15,454	-	-	-	-	-	-	1,647
	4,595	20,725	20,450	-	12,040	-	-	-	-	-	-	19,366
	57	2,935	760	-	3,487	-	-	-	-	-	-	57,810
												7,239
	5,206	24,504	21,838	3,940	30,982	-	31,689	856	-	6,651	-	125,666
TOTAL CURRENT LIABILITIES												
NON-CURRENT LIABILITIES												
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	66,126	-	66,126
Operating reserves and other deposits	2,121	15,686	-	-	1,190	-	33,271	2,908	-	80,177	-	135,353
Interest rate swap liability	-	15,747	-	-	-	-	-	-	-	-	-	15,747
Asset Retirement Obligations	65,797	-	159	-	181	-	-	-	-	-	-	66,137
Long-term debt, net	15,505	259,652	2,266	-	319,049	-	-	-	-	-	-	596,472
TOTAL NON-CURRENT LIABILITIES	83,423	291,085	2,425	-	320,420	-	33,271	2,908	-	146,303	-	879,835
TOTAL LIABILITIES	88,629	315,589	24,263	3,940	351,402	-	64,960	3,764	-	152,954	-	1,005,501
DEFERRED INFLOWS OF RESOURCES												
Regulatory credits	34,347	3,567	812	2,093	38,233	-	-	323	-	3,041	-	82,416
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	-	5,802	-	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	34,347	3,567	812	2,093	38,233	-	-	323	-	8,843	-	88,218
NET POSITION												
Net investment in capital assets	(2,466)	(22,678)	(1,864)	-	(20,793)	-	-	-	-	-	-	(47,801)
Restricted	3,492	23,662	(394)	-	21,610	-	(2,823)	-	-	7	-	45,554
Unrestricted	9,301	4,242	2,799	(807)	15,689	-	(2,735)	3,762	-	3,318	-	35,569
TOTAL NET POSITION	10,327	5,226	541	(807)	16,506	-	(5,558)	3,762	-	3,325	-	33,322
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	133,303	324,382	25,616	5,226	406,141	-	59,402	7,849	-	165,122	-	1,127,041

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 Eight Months Ended February 29, 2020

	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	\$ 11,752	\$ 13,639	\$ 4,511	\$ 3,232	\$ 25,243	\$ -	\$ 193,238	\$ 14,151	\$ 896	\$ 266,662
Other Third-Party	14,548	14,467	692	825	35,720	-	82,320	1,907	-	150,479
TOTAL OPERATING REVENUES	26,300	28,106	5,203	4,057	60,963	-	275,558	16,058	896	417,141
OPERATING EXPENSES										
Purchased power	393	1,669	64	157	1,203	-	154,031	-	-	157,517
Operations	10,940	3,003	1,139	970	27,210	-	3,150	8,519	-	54,931
Transmission	244	406	13	8	1,206	-	124,974	3	-	126,854
Depreciation	2,713	6,274	1,476	135	9,754	-	-	69	239	20,660
Maintenance	7,079	4,997	590	1,956	3,251	-	-	48	-	17,921
Administrative and general	3,315	2,391	752	758	3,012	-	-	4,654	(273)	14,609
Intercompany (sales) purchases, net*	(565)	196	53	105	252	-	-	(41)	-	-
TOTAL OPERATING EXPENSES	24,119	18,936	4,087	4,089	45,888	-	282,155	13,252	(34)	392,492
NET OPERATING REVENUES	2,181	9,170	1,116	(32)	15,075	-	(6,597)	2,806	930	24,649
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(412)	(14,042)	(876)	-	(9,527)	-	-	-	-	(24,857)
Interest income	362	441	55	18	667	-	833	65	446	2,887
Other	(1)	128	1,128	-	2,721	-	-	265	424	4,241
TOTAL NON OPERATING (EXPENSES) REVENUES	(51)	(13,473)	307	18	(6,139)	-	833	65	711	(17,729)
FUTURE RECOVERABLE AMOUNTS	(1,503)	(2,053)	(1,267)	-	814	-	-	-	-	(4,009)
REFUNDS TO PARTICIPANTS	(254)	(2,100)	(38)	960	(745)	-	(952)	(3,922)	(914)	(7,965)
INCREASE (DECREASE) IN NET POSITION	373	(8,456)	118	946	9,005	-	(6,716)	(1,051)	727	(5,054)
NET POSITION, Beginning of year	9,954	13,682	423	(1,753)	7,501	-	1,158	4,813	2,598	38,376
NET POSITION, Period ended	\$ 10,327	\$ 5,226	\$ 541	\$ (807)	\$ 16,506	\$ -	\$ (5,558)	\$ 3,762	\$ 3,325	\$ 33,322

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 February 29, 2020

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 5,367,120
PAST DUE:			
1 - 30	Gridley	Feb'20 ARB	178,161 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 5,545,281</u>

* Denotes items paid/applied after February 29, 2020.



Commission Staff Report

March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Treasurer's Report for Month Ended February 29, 2020

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members.

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 \$11,212,478 of which approximately \$116,228 was applicable to Special and Reserve Fund Deposits, \$3,258,302 to Debt Service and \$7,837,948 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 \$287,528,527 at month end. The current market value of the portfolio totaled \$290,523,675.

The overall portfolio had a combined weighted average interest rate of 2.060% with a bond equivalent yield (yield to maturity) of 2.088%. Investments with a maturity greater than one year totaled \$152,335,000. February maturities totaled \$26 million and monthly receipts totaled \$40 million. During the month \$16 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills decreased 10 basis points (from 1.56% to 1.46%) and rates on one year T-Bills decreased 29 basis points (from 1.50% to 1.21%).

To the best of my knowledge and belief, all securities held by NCPA as of February 29, 2020 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

SR: 132:20

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

FEBRUARY 29, 2020

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CASH & INVESTMENT BALANCE	1
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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
February 29, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,153,433	\$ 104,136,230	\$ 106,289,663	35.58%
Special Deposits	1,449,575	-	1,449,575	0.50%
Construction	4,234,940	904,075	5,139,015	1.72%
Debt Service	3,258,302	31,454,605	34,712,907	11.62%
Special & Reserve	116,228	151,033,617	151,149,845	50.60%
	<u>\$ 11,212,478</u>	<u>\$ 287,528,527</u>	<u>\$ 298,741,005</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 290,523,675</u>
---------------------------------------	-----------------------

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
February 29, 2020**

	RECEIPTS			EXPENDITURES			CASH
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/	INCREASE /
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	(DECREASE)
NCPA FUNDS							
Operating	\$ 38,130,382	\$ 177,681	\$ 16,219,093	\$ (17,942,811)	\$ (8,530,607)	\$ (27,460,462)	\$ 593,276
Special Deposits	1,608,356	5	-	(23,359,765)	-	21,853,189	101,785
Construction	-	31,293	2,464,000	-	-	-	2,495,293
Debt Service	-	144	-	-	(2,192,726)	5,446,392	3,253,810
Special & Reserve	-	135,604	7,442,259	(2,354,697)	(5,343,070)	160,881	40,977
	\$ 39,738,738	\$ 344,727	\$ 26,125,352	\$ (43,657,273)	\$ (16,066,403)	\$ -	\$ 6,485,141

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
February 29, 2020**

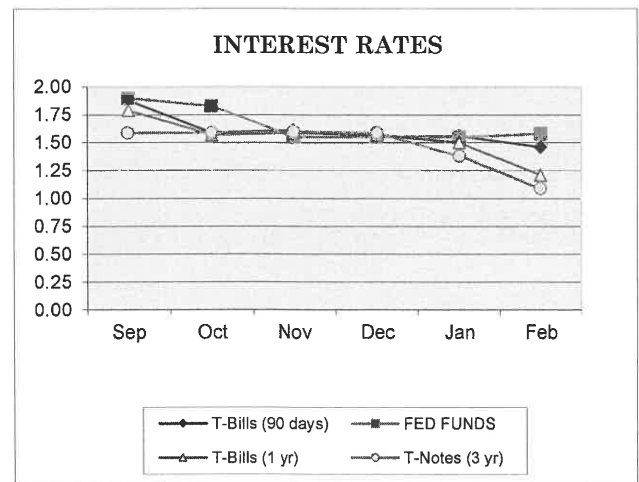
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 8,530,607	\$ (16,219,093)	\$ 12,832	\$ 10,222	\$ -	\$ (7,665,432)
Special Deposits	-	-	-	-	-	-
Construction	-	(2,464,000)	1,335	-	-	(2,462,665)
Debt Service	2,192,726	-	36,040	-	-	2,228,766
Special & Reserve	5,343,070	(7,442,259)	3,528	22,137	-	(2,073,524)
	<u>\$ 16,066,403</u>	<u>\$ (26,125,352)</u>	<u>\$ 53,735</u>	<u>\$ 32,359</u>	<u>\$ -</u>	<u>\$ (9,972,855)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(86,094)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (10,058,949)</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
February 29, 2020

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	2.060%	2.088%
OPERATING FUNDS:	2.071%	2.167%
PROJECTS:		
Geothermal	2.284%	2.382%
Capital Facilities	1.218%	1.240%
Hydroelectric	1.894%	1.958%
Lodi Energy Center	1.749%	1.586%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	1.58%	2.40%
T-Bills (90da.)	1.46%	2.45%
Agency Disc (90da.)	1.21%	2.35%
T-Bills (1yr.)	1.21%	2.55%
Agency Disc (1yr.)	0.89%	2.37%
T-Notes (3yr.)	1.09%	2.47%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
February 29, 2020**

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	\$ -	\$ -	\$44,294	\$ 6,225	\$ 17,210	\$ 86,535	\$ 2,000	\$ 156,264	53.85%
Corporate Bonds (MTN)	-	1,000	-	-	3,000	62,300	-	66,300	22.85%
US Bank Trust Money Market	2,235	-	-	-	-	-	-	2,235	0.77%
Commercial Paper	13,534	-	-	-	-	-	-	13,534	4.67%
Investment Trusts (LAIF)	33,047	-	-	-	-	-	-	33,047	11.39%
Investment Trusts (CAMP)	5,158	-	-	-	-	-	-	5,158	1.79%
U.S.Treasury Market Acct. *	6,982	-	-	-	-	-	-	6,982	2.41%
U.S.Treasury Bill/Note	-	-	821	118	4,202	-	-	5,141	1.77%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.52%
Total Dollars	\$ 60,956	\$1,010	\$45,115	\$6,343	\$24,412	\$150,335	\$2,000	\$ 290,171	100.00%
Total Percents	21.00%	0.35%	15.55%	2.19%	8.41%	51.81%	0.69%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US 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. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	9,556,000	1.850	11/26/2014	9,556,000		1	1.850	9,556,000	SYS70101	70101	9,556,000
Local Agency Investm	LAIF	9,499,206	2.246	07/01/2013	9,499,206		1	2.246	9,499,206	SYS70000	70000	9,499,206
California Asset Mgm	CMP	4,517	2.640	10/19/2018	4,517		1	2.640	4,517	SYS70070	70070	4,517
Union Bank of Califo	UBOC	212,388	0.002	07/01/2013	212,388		1	0.002	212,388	SYS70014	70014	212,388
US Bank	USB	2,153,433	0.001	06/30/2013	2,153,433		1	0.001	2,153,433	SYS70050	70050	2,153,433
US Bank	USB	3,977,632	0.850	08/24/2017	3,977,632		1	0.850	3,977,632	SYS70056	70056	3,977,632
US Bank	USB	10,000	0.050	01/07/2020	10,000	04/07/2020	37	0.050	10,000	SYS30320	30320	10,000
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	71	2.937	1,002,170	369550BA5	26668	999,879
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	138	1.490	4,981,667	3130ABTW6	26466	4,977,012
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	259	1.598	118,493	9128283G3	26908	118,125
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	289	2.848	1,003,130	931142EA7	26674	992,796
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	313	3.057	503,240	24422ETZ2	26676	497,103
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	324	1.411	2,785,028	3130A8P80	26355	2,784,727
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	364	2.969	1,006,610	17276RBD3	26667	992,689
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	379	2.096	508,995	63743HER9	26847	504,079
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	396	2.846	503,715	437076BL5	26558	495,635
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	444	2.919	1,006,310	458140AW0	26670	985,823
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	459	2.858	504,870	717081DX8	26617	494,568
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	512	1.620	2,630,752	3133EHSR5	26465	2,605,509
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	540	1.500	3,503,045	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	557	3.149	1,005,260	02665WBG5	26669	979,095
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	562	3.018	1,025,940	88579YBA8	26675	999,732
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	707	3.060	1,022,590	742718DY2	26673	986,151
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	732	2.982	1,018,210	478160CD4	26671	986,141
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	761	3.315	512,785	87236YAE8	26601	496,446
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	792	2.924	509,265	713448DT2	26557	493,147
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	801	2.329	1,148,062	037833CQ1	26525	1,122,633
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	990	3.157	516,880	02665WCA7	26614	492,996
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,009	3.008	512,320	166764AB6	26555	491,644
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,018	3.135	415,180	92826CAC6	26647	396,522
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,046	3.315	1,043,530	89236TEL5	26645	983,731
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,067	3.464	515,120	828807CN5	26603	490,457
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,081	3.154	517,545	68389XBR5	26556	492,768
Exxon Mobil Corporat	UBOC	1,000,000	2.726	09/03/2018	985,450	03/01/2023	1,095	3.068	1,036,080	30231GAR3	26648	990,465
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,100	3.264	522,665	24422ETG4	26613	493,553
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,109	3.096	519,680	084670BR8	26554	495,292
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,126	3.248	517,520	911312BK1	26600	489,396
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,126	3.308	517,520	911312BK1	26677	488,505
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,136	2.104	517,860	931142DH3	26848	506,627
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,153	3.443	531,700	06406RAG2	26602	500,807

Northern California Power Agency
Treasurer's Report

02/29/2020

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
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,170	3.236	533,885	427866AZ1	26615	502,034
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,240	3.399	1,063,490	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,255	3.172	1,024,000	594918BQ6	26672	962,953
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,293	2.630	4,277,723	68389XBL8	26820	4,113,192
Federal Home Loan Mt	UBOC	219,000	2.000	10/30/2019	219,000	10/30/2023	1,338	2.000	219,241	3134GULV0	26905	219,000
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,432	3.561	541,135	46625HJT8	26760	511,487
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,668	2.577	1,713,838	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,669	2.000	3,011,100	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,671	1.890	2,320,447	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,671	2.323	1,007,020	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,676	1.999	1,503,540	3130AH7F4	26889	1,500,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,774	1.920	1,005,550	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,793	1.846	529,935	90331HMS9	26947	522,258

Fund Total and Average	\$	77,280,513	1.998	\$	76,905,465	608	2.144	\$	78,147,817	\$	77,068,163
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MPP GHG Auction Acct

Local Agency Investm	61,640	2.246	07/01/2013	61,640	1	2.246	61,640
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Fund Total and Average	\$	61,640	2.246	\$	61,640	1	2.246	\$	61,640
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SCPA Balancing Account

Local Agency Investm	LAIF	1,741,299	2.246	07/01/2013	1,741,299	1	2.246	1,741,299
Union Bank of Califo	UBOC	2,599,769	0.002	07/01/2013	2,599,769	1	0.002	2,599,769
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	194	2.870	750,013
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	243	2.672	1,142,284
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	428	3.000	494,717
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	713	2.798	496,109
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	733	3.186	493,059
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	761	3.100	498,540
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	822	2.918	496,910
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	928	3.161	490,697
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	1,018	3.096	248,080
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	1,019	3.070	495,207
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	1,045	3.203	541,610
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	1,094	3.170	492,114
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	1,095	3.055	495,429
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	1,109	3.185	493,910
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	1,126	3.191	490,172
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	1,156	3.108	487,499
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	1,187	3.438	489,770

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	UBOC	2,500,000	2.750	08/17/2018	2,503,900	06/15/2023	1,201	3.467	2,613,702	3134GSMY8	26653	2,602,657
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,201	3.150	524,120	717081DH3	26626	497,722
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,275	3.039	2,521,575	3134GSUZ6	26654	2,500,873
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,397	3.100	2,028,960	3130AFKR7	26736	2,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.760	04/01/2019	2,000,000	04/01/2024	1,492	2.760	2,002,560	3134GS7J8	26797	2,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,492	2.853	2,002,240	3134GS7H2	26798	2,000,000
Federal Home Loan Mt	UBOC	2,180,000	2.700	04/30/2019	2,180,000	04/30/2024	1,521	2.700	2,184,469	3134GTCQ4	26799	2,180,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,607	2.410	504,230	89236TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,669	2.000	1,254,625	31422BME7	26873	1,250,000
Fund Total and Average		\$ 29,071,068	2.391		\$ 28,888,326		1005	2.650	\$ 29,412,551			\$ 28,968,440

General Operating Reserve

Local Agency Investm	LAIF	16,738,727	2.246	07/01/2013	16,738,727		1	2.246	16,738,727	SYS70000	70002	16,738,727
California Asset Mgm	CMP	5,153,354	2.840	12/14/2018	5,153,354		1	2.640	5,153,354	SYS70071	70071	5,153,354
Union Bank of Califo	UBOC	1,907,361	0.002	07/01/2013	1,907,361		1	0.002	1,907,361	SYS70019	70019	1,907,361
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	261	1.600	2,341,254	3137EAEK1	26922	2,334,491
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	324	1.463	4,285,086	3133EGMP7	26356	4,284,158
Federal Home Loan Ba	UBOC	9,720,000	1.400	07/19/2016	9,715,140	01/19/2021	324	1.411	9,720,097	3130A8P80	26354	9,719,046
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	450	1.625	5,165,562	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	453	1.500	1,301,092	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	9,129,000	1.690	06/02/2016	9,129,000	06/02/2021	458	1.690	9,129,274	3133EGDH5	26335	9,129,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	713	2.972	409,084	594918BA1	26578	395,628
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	761	3.335	512,785	87236YAE8	26582	496,263
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	801	2.329	4,114,052	037833CQ1	26524	4,022,931
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	831	1.760	3,672,455	313379Q69	26467	3,603,327
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	868	3.083	519,395	713448CX4	26580	500,174
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	1,005	2.937	515,790	25468PCW4	26739	492,401
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,018	3.145	518,975	92826CAC6	26584	495,550
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	1,058	3.140	782,370	90331HNL3	26737	744,110
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,064	3.325	519,310	06408RAE7	26575	494,977
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,081	3.195	517,545	68389XBR5	26579	492,215
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,087	3.225	516,415	74005PBF0	26581	492,815
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,109	3.243	519,680	084670BR8	26576	493,109
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,126	3.245	517,520	911312BK1	26583	489,453
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,171	2.939	776,333	166764BK5	26740	741,595
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,210	2.847	524,520	166764AH3	26755	505,314
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,212	2.864	534,135	931142EK5	26758	508,295
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,293	2.908	531,320	717081EN9	26738	504,782
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,423	3.319	536,835	17325FAS7	26756	505,880
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,432	3.535	541,135	46625HJ78	26757	511,884



Northern California Power Agency
Treasurer's Report

02/29/2020

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
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,436	2.093	471,346	91159HHV5	26906	461,074
Federal Home Loan Mt	UBOC	500,000	2.700	04/30/2019	500,000	04/30/2024	1,521	2.700	501,025	3134GTCQ4	26816	500,000
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,607	2.410	756,345	89236TGD1	26841	750,000
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,639	2.100	3,006,630	31422BK64	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,676	1.999	1,002,360	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,732	2.386	1,502,865	48128GM49	26912	1,500,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,793	1.846	529,935	90331HMS9	26951	522,258
Fund Total and Average		\$ 75,915,894	2.025		\$ 79,946,492		513	2.015	\$ 80,591,967			\$ 79,952,172
GRAND TOTALS:		\$ 186,329,115	2.071		\$ 185,801,923		629	2.167	\$ 188,213,975.			\$ 186,050,405

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2020

Investment #26332 FNMA Callable quarterly
Investment #26354 FHLB Callable anytime
Investment #26355 FHLB Callable anytime
Investment #26356 FFCB Callable anytime
Investment #26368 FNMA Callable quarterly
Investment #26385 FHLMC Callable quarterly
Investment #26646 USB Callable on 6/23/2023
Investment #26653 FHLMC Callable on 6/15/2020
Investment #26736 FHLB Callable on 12/28/2020
Investment #26797 FHLMC Callable on 4/01/2020
Investment #26798 FHLMC Callable on 4/01/2020
Investment #26799 FHLMC Callable on 4/30/2020
Investment #26816 FHLMC Callable on 4/30/2020
Investment #26820 ORCL Callable on 7/15/2023
Investment #26831 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26841 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26848 WMT Callable on 01/11/2023
Investment #26871 FABC Callable quarterly starting 8/26/2020
Investment #26872 BAC Callable semi-annually starting 09/24/2021
Investment #26873 FABC Callable semi-annually starting 09/25/2020
Investment #26886 FABC Callable semi-annually starting 09/25/2020
Investment #26887 TOYOTA Callable semi-annually starting 09/27/2021
Investment #26888 FFCB Callable anytime starting 09/27/2021
Investment #26889 FHLB Callable anytime starting 10/02/2020
Investment #26905 FHLMC Callable on 4/30/2020
Investment #26906 USBANK Callable on 1/05/2024
Investment #26912 JPM Callable quarterly starting 11/27/2021
Investment #26923 FHLMC Callable annually starting 1/8/2021
Investment #26947 USBANK Callable anytime starting 12/27/2024
Investment #26951 USBANK Callable anytime starting 12/27/2024



Northern California Power Agency
Treasurer's Report

02/29/2020

GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	709,000	1.940	07/30/2019	695,131	07/27/2020	148	1.996	705,065	313384ZX0	26850	703,345
Federal Home Loan Ba	USBT	202,000	1.489	01/06/2020	200,269	07/31/2020	152	1.522	200,849	313384A33A	26926	200,729
Fund Total and Average		\$ 911,000	1.840		\$ 895,400		149	1.891	\$ 905,914			\$ 904,074

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	125,000	1.540	01/28/2020	124,171	07/01/2020	122	1.571	124,429	313384YV5A	26927	124,348
Fund Total and Average		\$ 125,000	1.540		\$ 124,171		122	1.572	\$ 124,429			\$ 124,348

Geo 2016A Debt Service

Federal Home Loan Ba	USBT	1,608,000	1.500	01/06/2020	1,596,141	07/01/2020	122	1.532	1,600,651	313384YV5A	26928	1,599,826
Federal Home Loan Ba	USBT	291,000	1.539	01/28/2020	289,071	07/01/2020	122	1.571	289,670	313384YV5A	26929	289,481
Fund Total and Average		\$ 1,899,000	1.508		\$ 1,885,212		122	1.538	\$ 1,890,321			\$ 1,889,307

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	333	1.424	1,506,961	912796UC1	26940	1,501,444
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		333	1.424	\$ 1,506,961			\$ 1,501,444

Geo Decommissioning Reserve

Local Agency Investm	LAIF	956,696	2.246	07/01/2013	956,696		1	2.246	956,696	SYS70027	70027	956,696
Union Bank of Calif	UBOC	91,456	0.002	07/01/2013	91,456		1	0.002	91,456	SYS70034	70034	91,456
American Honda Finan	UBOC	500,000	2.850	11/30/2018	493,500	02/12/2021	348	3.265	505,260	02865WCD1	26726	497,201
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	408	3.276	508,910	89236TEU5	26727	498,256
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	453	1.500	2,001,680	3136G33W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	547	3.002	255,740	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	648	3.103	766,065	69353REY0	26553	743,093
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	801	2.329	880,166	037833CQ1	26499	860,672
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	912	3.154	260,160	948763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	913	3.051	259,555	391030AF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	919	3.152	260,185	254673TW8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,005	3.004	773,685	25468PCW4	26551	737,497
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,062	3.104	782,820	24422ERT8	26550	743,879
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,064	3.229	778,965	06406RAE7	26549	744,390
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,072	3.140	522,630	44932HAH6	26548	498,095

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,244	1.635	939,208	3134GU6D7	26941	935,456
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,277	3.203	263,973	292781CP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,285	3.301	264,848	17312QS34A	30314	250,000
Federal Home Loan Mt	UBOC	1,000,000	2.760	04/01/2019	1,000,000	04/01/2024	1,492	2.760	1,001,280	3134GS7J8	26817	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,492	2.853	2,002,240	3134GS7H2	26818	2,000,000
Federal Home Loan Mt	UBOC	1,960,000	2.700	04/30/2019	1,960,000	04/30/2024	1,521	2.700	1,964,018	3134GTCQ4	26819	1,960,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,607	2.410	504,230	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,669	2.000	752,775	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,676	1.999	1,002,360	3130AH7F4	26891	1,000,000
Federal Home Loan Mt	UBOC	1,604,000	2.000	11/12/2019	1,604,000	11/12/2024	1,717	2.144	1,605,760	3134GUNG1	26910	1,604,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,995,300	07/23/2025	1,970	3.455	2,057,320	3133EJUT4	26644	1,999,460
Fund Total and Average		\$ 21,658,363	2.485		\$ 21,588,045		1194	2.603	\$ 21,962,005			\$ 21,620,151

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	165	1.590	65,657	912796TD1	26867	65,531
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	450	1.625	1,518,047	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,583,000	1.622		\$ 1,581,996		438	1.624	\$ 1,583,704			\$ 1,582,531
GRAND TOTALS:		\$ 27,697,363	2.284		\$ 27,574,506		992	2.382	\$ 27,973,334			\$ 27,621,855

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

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2020

Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26644 FFCB Callable anytime starting 7/23/2021
Investment #26817 FHLMC Callable on 4/01/2020
Investment #26818 FHLMC Callable on 4/01/2020
Investment #26819 FHLMC Callable on 4/30/2020
Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26874 FAMC Callable semi-annually starting 09/25/2020
Investment #26890 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLB Callable anytime starting 10/02/2020
Investment #26910 FHLMC Callable quarterly starting 05/12/2020
Investment #26941 FHLMC Callable on 1/28/2021 only



Northern California Power Agency
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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment#	Carrying Value
Local Agency Investm	LAIF	2,414,603	2.246	07/01/2013	2,414,603		1	2.246	2,414,603	SYS70028	70028	2,414,603
Union Bank of Calif	UBOC	11,015	0.002	07/01/2013	11,015		1	0.002	11,015	SYS70031	70031	11,015
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	239	1.606	2,003,339	3133EHJ95	26909	1,996,849
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	333	1.424	1,004,641	912796UC1	26924	1,000,962
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	685	3.314	509,720	07330NAQ8	26618	493,959
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	735	2.946	508,990	30231GAJ1	26621	494,791
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	744	3.182	567,375	91159HHC7	26651	548,077
Federal Farm Credit	UBOC	500,000	1.630	02/05/2020	500,000	09/05/2022	887	2.043	500,245	3133ELLX0	26948	500,000
Federal Farm Credit	UBOC	500,000	1.630	02/05/2020	500,000	08/05/2022	887	1.630	500,245	3133ELLX0	26949	500,000
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	928	3.051	513,160	74460DAB5	26546	491,976
Federal Home Loan Mt	UBOC	1,300,000	1.900	11/14/2019	1,300,000	11/14/2022	988	1.900	1,301,703	3134GUPY0	26911	1,300,000
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,018	3.051	518,975	92826CAC6	26547	496,756
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,046	3.215	521,765	89236TEL5	26619	493,188
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,081	3.121	517,545	68389XBR5	26545	493,220
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,126	3.182	517,520	911312BK1	26620	490,300
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,156	2.985	585,851	19418QEC0	26652	535,706
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,327	3.250	1,518,765	3130AEYR5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,750	1.744	528,015	931142DV2	26950	520,687
Federal Home Loan Mt	UBOC	1,551,000	2.000	01/30/2020	1,551,000	01/30/2025	1,796	2.000	1,552,551	3134GUJ46	26925	1,551,000
Fund Total and Average		\$ 15,885,518	2.238		\$ 15,792,126		819	2.362	\$ 16,076,023			\$ 15,833,089

Hydro Debt Service

Federal Home Loan Ba	USBT	797,000	1.539	01/28/2020	791,715	07/01/2020	122	1.571	793,358	313384YV5A	26930	792,841
Federal Home Loan Ba	USBT	4,856,000	1.500	01/06/2020	4,820,187	07/01/2020	122	1.532	4,833,808	313384YV5A	26931	4,831,315
Fund Total and Average		\$ 5,653,000	1.506		\$ 5,611,902		122	1.538	\$ 5,627,166			\$ 5,624,156

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	5,406,000	1.500	01/06/2020	5,366,131	07/01/2020	122	1.532	5,381,295	313384YV5A	26932	5,378,520
Federal Home Loan Ba	USBT	1,152,000	1.540	01/28/2020	1,144,362	07/01/2020	122	1.571	1,146,735	313384YV5A	26933	1,145,988
Fund Total and Average		\$ 6,558,000	1.507		\$ 6,510,493		122	1.539	\$ 6,528,030			\$ 6,524,508

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	3,945,000	1.500	01/06/2020	3,915,906	07/01/2020	122	1.532	3,926,971	313384YV5A	26934	3,924,946
Federal Home Loan Ba	USBT	811,000	1.540	01/28/2020	805,623	07/01/2020	122	1.571	807,294	313384YV5A	26935	806,767
Fund Total and Average		\$ 4,756,000	1.507		\$ 4,721,529		122	1.539	\$ 4,734,265			\$ 4,731,713



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Hydro 2012A Rebate 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
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	526	1.790	689,021	3134G93A3	26432	689,804
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		526	1.790	\$ 689,021			\$ 689,804

Hydro 2012A Rebate Account

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	333	1.424	1,506,961	912796UC1	26942	1,501,444
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		333	1.424	\$ 1,506,961			\$ 1,501,444

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	156	1.680	100,264	3133EE529	26244	100,028
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	351	2.251	147,586	9128283X6	26539	145,998
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	514	1.530	94,075	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	683	2.380	4,029,617	3137EADB2	25852	3,927,668
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	732	1.850	150,380	3133EKH66	26875	150,000
Fund Total and Average		\$ 4,418,000	2.321		\$ 4,416,553		658	2.324	\$ 4,521,922			\$ 4,417,694
GRAND TOTALS:		\$ 39,480,618	1.894		\$ 39,243,676		478	1.958	\$ 39,683,388.			\$ 39,322,408

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2020

Investment #26359 FNMA Callable quarterly
Investment #26701 FHLB Callable until 10/19/2020
Investment #26875 FFCB Callable on and anytime after 09/03/2020
Investment #26911 FHLMC Callable quarterly
Investment# 26925 FHLMC Callable quarterly
Investment# 26948 FFCB Callable anytime starting 5/5/2020
Investment# 26949 FFCB Callable anytime starting 5/5/2020
Investment# 26950 WMT Callable anytime starting 10/15/2024



Northern California Power Agency
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Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	113,738	0.600	01/24/2020	113,738		1	0.600	113,738	SYS79017	79017	113,738
Federal Home Loan Ba	USBT	227,000	1.530	01/28/2020	225,186	08/03/2020	155	1.563	225,717	313384A66A	26946	225,505
Fund Total and Average		\$ 340,738	1.218		\$ 338,924		103	1.240	\$ 339,455			\$ 339,243
GRAND TOTALS:		\$ 340,738	1.218		\$ 338,924		103	1.240	\$ 339,455			\$ 339,243

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2020



Northern California Power Agency
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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		105,100	2.246	07/01/2013	105,100		1	2.246	105,100	SYS70046	70046	105,100
Fund Total and Average		\$ 105,100	2.246		\$ 105,100		1	2.246	\$ 105,100			\$ 105,100

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	566,784	0.600	07/01/2013	566,784		1	0.600	566,784	SYS79003	79003	566,784
Federal Home Loan Ba	USBT	3,621,000	1.550	12/30/2019	3,596,991	06/01/2020	92	1.582	3,608,182	313384XP9 A	26918	3,606,657
Federal Home Loan Ba	USBT	570,000	1.550	01/28/2020	566,932	06/01/2020	92	1.580	567,982	313384XP9A	26936	567,742
Fund Total and Average		\$ 4,757,784	1.436		\$ 4,730,707		81	1.464	\$ 4,742,948			\$ 4,741,183

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	733,872	0.600	07/01/2013	733,872		1	0.600	733,872	SYS79004	79004	733,872
Federal Home Loan Ba	USBT	743,000	1.549	12/30/2019	738,074	06/01/2020	92	1.582	740,370	313384XP9 A	26919	740,057
Federal Home Loan Ba	USBT	737,000	1.549	01/28/2020	733,034	06/01/2020	92	1.580	734,391	313384XP9A	26937	734,081
Fund Total and Average		\$ 2,213,872	1.234		\$ 2,204,980		62	1.255	\$ 2,208,633			\$ 2,208,010

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	118	0.600	07/01/2013	118		1	0.600	118	SYS79011	79011	118
Fund Total and Average		\$ 118	0.600		\$ 118		1	0.600	\$ 118			\$ 118

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	780,881	0.600	07/01/2013	780,881		1	0.600	780,881	SYS79012	79012	780,881
Federal Home Loan Ba	USBT	3,036,000	1.550	12/30/2019	3,015,870	06/01/2020	92	1.582	3,025,253	313384XP9 A	26920	3,023,974
Federal Home Loan Ba	USBT	786,000	1.550	01/28/2020	781,770	06/01/2020	92	1.580	783,218	313384XP9A	26938	782,887
Fund Total and Average		\$ 4,602,881	1.388		\$ 4,578,521		77	1.415	\$ 4,589,352			\$ 4,587,742

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	586,000	1.550	12/30/2019	582,114	06/01/2020	92	1.582	583,926	313384XP9 A	26921	583,679
Federal Home Loan Ba	USBT	101,000	1.550	01/28/2020	100,456	06/01/2020	92	1.580	100,642	313384XP9A	26939	100,600
Fund Total and Average		\$ 687,000	1.550		\$ 682,570		92	1.582	\$ 684,568			\$ 684,279

LEC Issue #1 2010 DSR Fund

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LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,388	0.600	07/01/2013	1,388		1	0.600	1,388	SYS79005	79005	1,388
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	320	1.537	415,535	313385AQA	26943	414,400
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	450	1.659	4,360,131	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	529	1.699	150,339	3137EAE9	26454	148,799
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	831	1.760	4,211,766	313379Q89	26463	4,132,487
Fund Total and Average		\$ 9,031,388	1.856		\$ 9,090,165		619	1.701	\$ 9,139,159			\$ 9,057,074

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	37,218	0.600	07/01/2013	37,218		1	0.600	37,218	SYS79006	79006	37,218
Federal Home Loan Ba	USBT	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	103	1.540	2,155,940	313370E38	26455	2,155,759
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	145	1.980	149,184	313384ZU6	26845	148,840
Fund Total and Average		\$ 2,332,218	3.238		\$ 2,439,444		104	1.553	\$ 2,342,342			\$ 2,341,817

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,009	0.600	07/01/2013	1,009		1	0.600	1,009	SYS79013	79013	1,009
U.S. Treasury	USBT	755,000	1.453	01/31/2020	749,484	07/30/2020	151	1.484	751,361	912796WY1	26944	750,398
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,244	1.635	381,710	3134GU6D7	26945	380,185
Fund Total and Average		\$ 1,136,009	1.519		\$ 1,130,683		518	1.534	\$ 1,134,080			\$ 1,131,592

LEC O & M Reserve

Local Agency Investm	UBOC	1,529,977	2.246	07/01/2013	1,529,977		1	2.246	1,529,977	SYS70047	70047	1,529,977
Union Bank of Calif	UBOC	6,322	0.002	07/18/2013	6,322		1	0.002	6,322	SYS70041	70041	6,322
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	96	1.550	3,617,169	3130ABJQ0	26440	3,614,907
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	121	1.300	3,001,260	3136G3UJ2	26341	3,000,000
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	410	1.590	503,130	3133EKY83	26892	499,502
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	585	1.555	499,594	89236TGJ8	26853	496,902
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	813	2.456	611,565	90331HPC1	26822	597,462
Federal Home Loan Mt	UBOC	1,250,000	2.000	10/16/2019	1,250,000	10/16/2023	1,324	2.000	1,250,913	3134GUJB7	26893	1,250,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,736	1.776	500,735	14912L6G1	26852	496,060
Fund Total and Average		\$ 11,456,299	1.762		\$ 11,491,440		366	1.684	\$ 11,520,665			\$ 11,491,132
GRAND TOTALS:		\$ 36,322,669	1.749		\$ 36,453,728		319	1.586	\$ 36,486,965.			\$ 36,348,047

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2020

Investment #26337 FFCB Callable anytime
Investment #26822 USB Callable on and anytime after 4/22/2022
Investment #28893 FHLMC Callable on and anytime after 4/16/2020
Investment #26945 FHLMC Callable on 1/28/2021 only



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Commission Staff Report

March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Disposal of Northern California Power Agency Surplus Property

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"/>
<i>If other, please specify</i>			
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RECOMMENDATION:

Note and file report by all members for the disposal of the following:

- Spare Stator Bars from old Generator (Hydro)

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,



RANDY S. HOWARD
General Manager

Attachments: Declaration of Surplus
Receipt of disposal



Date: 2/24/20

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.	59	ea	S	78 lbs/bar x \$1.50lb	\$6,903	2409	Murphys
2.							
3.							
4.							
5.							
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Collierville Generator Units 1 and 2 have undergone a rewind. This declaration of surplus will be scrapping the spare stator bars for the original unit. New spares were manufactured along with the stator bars for the rewind and have been placed into inventory.

PREPARED BY: <u>[Signature]</u> <u>2/24/20</u> <u>[Signature]</u>	RECOMMENDED DISPOSITION: NEGOTIATED (Private) SALE _____ PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____ DISPOSAL: <input checked="" type="checkbox"/> SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____ DISPOSITION JUSTIFICATION: Sell for scrap metal value.
APPROVED BY: <u>[Signature]</u> <u>2/27/20</u> <u>[Signature]</u> (ASST. GEN. MANAGER)	
AUTHORIZATION TO PROCEED: <u>[Signature]</u> <u>2/27/20</u> <u>[Signature]</u> (GENERAL MANAGER)	

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

Scale Ticket # 018346
Tuesday, March 3, 2020

Comments

Thank You for doing business with
us! Attn Trisha Zimmer

* PAYMENT BASIS: (SW) SEGREGATED -- BASE PAYMENT ON WEIGHT IN POUNDS, (SC) -- BASE PAYMENT ON COUNT

No restricted materials, OK to pay immediately

WEIGHED BY
Rvan

Bill Of Sale: I hereby state that I am the lawful owner of the material described hereon, that I have the right to sell same, that the above material is free of any claims, that I am over 18 years of age, that none of the material was the property of a public utility, transportation co., or political subdivisions, or political subdivisions, or political subdivisions. I sell and convey title of same to The New Tyn Van. Also, in accordance with sections 5050(a) (1) and 5050(b) (1) of the 1990 Clean Air Act, the undersigned certifies that all CFC refrigerants have been properly evacuated from any and all recyclable material contained in this transaction. I declare under penalty of perjury that the foregoing is true and correct.

Hold Harmless Agreement: I, also known as seller, will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damages to vehicle during unloading.

Thumb Print

SELLER'S SIGNATURE _____

SELLER'S ADDRESS:

651 Commerce Drive, Roseville CA 95678

Thumb Print



13

Commission Staff Report

Date: March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Integrity Inspections, LLC – Multi-Task General Services Agreement for Specialty Mechanical and Inspection Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>JP</i> Assistant General Manager	METHOD OF SELECTION: 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"/>
<i>If other, please specify</i>		
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RECOMMENDATION:

Approval of Resolution 20-24 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections, LLC for specialty mechanical and inspection 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Specialty mechanical and inspection 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 by SCPPA Members. Integrity Inspections, LLC is a new vendor whom NCPA has not had any previous agreements with. NCPA desires to enter into an agreement with this new vendor so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with Premium Inspection Company and Team Industrial.

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on March 4, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on March 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Integrity Inspections, LLC

RESOLUTION 20-24

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH INTEGRITY INSPECTIONS, LLC

(reference Staff Report #134:20)

WHEREAS, specialty mechanical and inspection 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, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Integrity Inspections, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Integrity Inspections, LLC to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; 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 a Multi-Task General Services Agreement with Integrity Inspections, LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for specialty mechanical and inspection related services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
INTEGRITY INSPECTIONS, 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 Integrity Inspections, LLC, an LLC, with its office located at 33520 Canvas Back Street, Woodland, CA 95695 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency 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.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Integrity Inspections, LLC
Attention: Jay Locatelli
33520 Canvas Back Street
Woodland, CA 95695

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

INTEGRITY INSPECTIONS, LLC

Date_____

Date_____

RANDY S. HOWARD
General Manager

JAY LOCATELLI,
Owner / CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Integrity Inspections, LLC ("Contractor") shall provide, specialty mechanical and inspection services as requested by the Northern California Power Agency ("Agency"), NCPA Members, SCPPA, and/or SCPPA Members.

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

On-Steam Services:

- Energy Management
- Emissions Control
- Engineering and Project Management Services

Turnaround/Outage Services:

- 3-D Measurement and Inspection Services
- Inspection (NDE/NDT)
- Engineering and Outage Management Services

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 1	S.T.	O.T.	P.T.
Group I ASNT Level II & III	\$136.06	\$176.58	\$217.10
Group 2 AWS CWI	\$132.46	\$171.18	\$209.90
Group 3	\$121.41	\$154.60	\$187.79
Group 4 NACE & Level I	\$112.00	\$140.48	\$168.97

Equipment - NDE

Magnetic Particle Equipment 1&2	Rate	UOM
Magnetic Particle Portable Yokes	\$50.00	Shift
Magnetic Particle Machines and Accessories (0-6000 amps)	\$700.00	Shift
Ultrasonic Equipment 1&2	Rate	UOM
Ultrasonic Thickness Meter	\$75.00	Shift
Ultrasonic Flaw Detector	\$250.00	Shift
AUT System	\$900.00	Shift
Phased Array Unit	\$800.00	Shift
HydroFORM Scanner / Chain Scanner	\$250.00	Shift
Cobra Tube Scanner	\$250.00	Shift
Transducers		
Radiographic Equipment 1&2	Rate	UOM
Pick-up Truck Mounted Darkroom	\$125.00	Shift
Mobile Dark Room Trailer	\$500.00	Week
Selenium 75 Source	\$300.00	Shift
Iridium 192 Source	\$100.00	Shift
Cobalt 60 Source	\$700.00	Shift
Computerized Digital RT Equipment & Software Station 3	\$750.00	Shift
Phosphorous Plates (for supplemental plates)	\$40.00	Shift/Each
Positive Material Identification 1&2	Rate	UOM
Positive Material Identification	\$400.00	Shift
Positive Material Identification with Carbon Content	\$1,000.00	Shift
Ferrite Tester / Hardness Tester	\$250.00	Shift
Rate	UOM	
Ferrous & Non-Ferrous Tester (ET/RFT/MFL)	\$900.00	Shift
IRIS Tester	\$800.00	Shift
Array Probe Usage (Charge per tube inspected)	\$12.00	Per Tube
Probe Usage (Charge per tube inspected)	\$3.20	Per Tube
Analysis System	\$20.00	Shift
Calibration standards (Special Order Only)		

Tank Inspection Equipment 1&2	Rate	UOM
MFE Floor Scanner	\$300.00	Shift
Tank Crawler	\$600.00	Shift
Remote Viewing	Rate	UOM
Borescope	\$500.00	Shift

Borescope, Rental

Note: Shift is defined as 12 hours or less unless stated otherwise.

1 A minimum equipment charge of 1 single shift per day applies.

2 All Equipment rates are based on a single shift operation.

For two (2) shift usage calculate by a 2.0 multiplier

3 20 plates are provided with equipment package,

Consumable Materials - NDE	Rate	UOM
Radiographic Film	\$0.30	Square Inch
1Dry Magnetic Powder	\$25.00	Pound
14 AM Prepared Bath (Aerosol)	\$25.00	Can
Bulk Wet Magnetic Particle	\$25.00	Quart
Aerosol Cleaner	\$25.00	Can
Aerosol Penetrate	\$25.00	Can
Aerosol Penetrant Developer	\$25.00	Can
Cold Couplant (Ambient to 120°F)	\$10.00	Quart
Medium Temperature Couplant (120°F to 400°F)	\$25.00	Ounce
High Temperature Couplant (400°F to 900°F)	\$75.00	Tube
Brinell Hardness Reading per Impression (Plus Labor)	\$5.00	Each Impression
50 lb. Box of Lint Free Rags	\$100.00	Box

Miscellaneous	Rate	UOM
Site Vehicle ½ Ton to ¾ Ton	\$100.00	Shift
Site Vehicle 1 Ton or Larger (DOT Required)	\$125.00	Shift
Portable Generator w/fuel	\$50.00	Day
All Third Party Rental Equipment, Supplies, Materials, Freight	Cost + 10%	

Travel, Meals & Lodging	Rate	UOM
Lodging & Meals	\$180.00	
Lodging - (where adequate or affordable lodging is unavailable)	Cost + 10%	
Meals Only	\$50.00	
Mileage (Minimum 20 miles per Trip)	\$0.75	Mile
Airfares (Timekeeper rates may apply for Managing)	Cost + 10%	
Rental Vehicle and Gasoline	Cost + 10%	

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

Integrity Inspections, 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)



14


Commission Staff Report

Date: March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Hunt & Sons, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Diesel Fuels, Propane, Unleaded Fuel, Oils and Lubricants; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma 	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"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approval of Resolution 20-25 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc. for the purchase of diesel fuels, propane, unleaded fuels, oils and lubricants, 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 all facilities owned and/or operated by NCPA.

BACKGROUND:

Diesel fuels, propane, unleaded fuels, oils and lubricants are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA had a previous agreement in place with Hunt & Sons, Inc., which is running low on funds and expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar purchases with George Lowry, Inc., Redwood Coast Fuels, Southern Counties Lubricants, LLC, Valley Pacific Petroleum Service, Inc. and Westgate Petroleum.

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on March 4, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on March 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc.

RESOLUTION 20-25

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH HUNT & SONS, INC.**

(reference Staff Report #135:20)

WHEREAS, diesel fuels, propane, unleaded fuels, oils and lubricants are periodically required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Hunt & Sons, Inc. is a supplier of these materials; and

WHEREAS, NCPA seeks to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc. to provide such materials as needed at all NCPA facilities in an amount not to exceed \$500,000 over five years; 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 a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for the purchase of diesel fuels, propane, unleaded fuels, oils and lubricants, for use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HUNT & SONS, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Hunt & Sons, Inc., ("Supplier"), whose principal office is located at 5750 South Watt Avenue, Sacramento, CA 95829 (together sometimes referred to as the "Parties") as of _____, 2020 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered 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. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP, whether at a facility owned and/or operated by Agency, an Agency member, SCPPA, or a SCPPA member.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a

guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

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

- 5.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance 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, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product 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 Supplier in regard to this Agreement with not less than

\$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

- 6.4 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.

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

6.5.4 Self-Insured Retention. Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

6.5.5 Additional Certificates and Endorsements. If Supplier provides Goods to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Supplier shall provide certificates of insurance and/or policy endorsements, as referenced in Section 6.5.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 7. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier 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, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier 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 Supplier, 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.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this

Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 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.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 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.
- 9.9 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.

9.10 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.

9.11 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.

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

Supplier 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.*

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

9.14 Notices. Any written notice to Supplier shall be sent to:

Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
- 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 9.15.3** 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.
- 9.15.4** 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.
- 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 9.15.6** 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.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 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 Supplier provide Goods to an Agency member, SCPPA and/or

a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 2, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Goods relating to such Member.

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

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

NORTHERN CALIFORNIA POWER AGENCY

HUNT & SONS, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

JOE HUNT,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

Hunt & Sons, Inc. ("Supplier") shall provide the following as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

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

- Diesel Fuel
- Propane
- Unleaded Fuels
- Oils & Lubricants
- Fuel Equipment

Rates will be proposed at the time materials are needed.

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

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

Hunt & Sons, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20_____.

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

EXHIBIT C

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,

Hunt & Sons, Inc.

(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.



15

Commission Staff Report

Date: March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Coffman Engineers, Inc. – Five Year Multi-Task Professional Services Agreement for Fire Protection, Mechanical, Electrical, or Civil Engineering Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-26 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Coffman Engineers, Inc. for fire protection, mechanical, electrical, or civil engineering 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Fire protection, mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Coffman Engineers, Inc. is a new vendor for NCPA. NCPA Geothermal staff contacted Coffman Engineers, Inc. because they offer California Registered Fire Protection Engineer (FPE) services. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Coffman Engineers, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. NCPA has agreements in place for similar services with Sabah International, Inc., and ORR Protection Systems, Inc. (pending approval).

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best 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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on March 4, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on March 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Professional Services Agreement between NCPA and Coffman Engineers, Inc.

RESOLUTION 20-26

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ENGINEERS, INC.

(reference Staff Report #136:20)

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

WHEREAS, Coffman Engineers, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Professional Services Agreement with Coffman Engineers, Inc., to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000 over five years; 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 a Multi-Task Professional Services Agreement with Coffman Engineers, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for fire protection, mechanical, electrical, or civil engineering services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Coffman Engineers, Inc., a corporation with its office located at 1939 Harrison Street, Suite 320, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) 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 ONE MILLION** dollars (\$1,000,000) 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 for time and materials tasks (unless such records are requested pursuant to Section 9.3), 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 time and materials tasks (unless such records are requested pursuant to Section 9.3), for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

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

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

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

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

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

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

policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify 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 or Consultant may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to the other party.

In the event of termination by Agency, 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. In the event of termination by Consultant, Consultant shall satisfactorily complete ongoing tasks prior to the effective date

of termination and deliver to Agency any or all records or documents, as referenced in Section 9.1 hereof.

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

Thomas DeMasi, P.E.
Coffman Engineers, Inc.
1939 Harrison Street, Suite 320
Oakland, CA 94612

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

COFFMAN ENGINEERS, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

**JEFF WEBER, P.E., SE
Vice President, General Manager**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Coffman Engineers, Inc. ("Consultant") shall provide fire protection, mechanical, electrical, or civil engineering services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Such services will include, but are not limited to:

- Providing professionally engineered "stamped" drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Refer To Rate Sheet Below.

SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2020

<u>CLASSIFICATION</u>	<u>ENGINEERING*</u> <u>HOURLY RATES</u>	<u>ACOUSTICS</u> <u>HOURLY RATES</u>	<u>FIRE PROTECTION**</u> <u>HOURLY RATES</u>
Principal III	\$265.00	--	\$275.00
Principal II	\$255.00	--	\$265.00
Principal I	\$245.00	\$245.00	\$255.00
General Manager	\$245.00	--	--
Operations Manager	--	--	\$250.00
Senior Discipline Manager	\$215.00	--	\$245.00
Senior Discipline Engineer	\$195.00	--	\$235.00
Senior Discipline Consultant	--	\$210.00	--
Discipline Manager	\$195.00	--	\$215.00
Discipline Consultant	--	\$200.00	--
Senior Project Manager	\$195.00	--	\$195.00
Senior Project Engineer	\$185.00	--	--
Project Manager II	\$185.00	--	--
Senior Engineer	\$180.00	--	\$215.00
Senior Consultant	--	\$192.00	--
Project Manager	\$180.00	--	\$165.00
Engineer III	\$160.00	--	\$190.00
Engineer II	\$140.00	--	\$165.00
Engineer I	\$130.00	--	\$140.00
Consultant III	--	\$170.00	--
Consultant II	--	\$150.00	--
Consultant I	--	\$130.00	--
Senior Engineering Tech	--	--	\$220.00
Engineering Tech III	--	--	\$120.00
Engineering Tech II	--	--	\$110.00
Engineering Tech I	--	--	\$100.00
Senior Acoustical Tech	--	\$180.00	--
Acoustical Tech III	--	\$120.00	--
Acoustical Tech II	--	\$105.00	--
Acoustical Tech I	--	\$90.00	--
Senior Designer	\$145.00	\$160.00	--
Designer III	\$136.00	\$145.00	--
Designer II	\$130.00	\$135.00	--
Designer I	\$115.00	\$125.00	--
Drafter II	\$105.00	\$105.00	--
Drafter I	\$90.00	\$90.00	--
Graduate Intern (FP)	--	--	\$115.00
Engineering Intern	--	--	\$100.00
Clerical	\$80.00	\$80.00	\$80.00

3D Scanner \$100.00/Hour (on-site)

* Civil, electrical, mechanical, plumbing, and structural engineering.

** Fire protection engineering and code consulting.

SCHEDULE OF EXPENSE CHARGES:

1. Travel from our office will be charged as follows:
 - a. Auto 58 cents per mile or latest IRS standard mileage rate whichever is higher
 - b. Other mode: At actual times 1.1
2. Local and long distance courier services will be charged at actual times 1.1.
3. Plotting and/or reproduction of drawings, specifications, reports and calculations and additional copies will be charged at actual times 1.1.
4. Instrument rental, laboratory services, outside computer and/or consultant services will be charged at actual times 1.1.

These rates are effective through December 31, 2020.

Rates may be adjusted each year in response to inflation and other factors. The increase will not exceed 5% each year.

Any increase will be effective upon the giving of 30 days' advance written notice to NCPA.

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

(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.



16

Commission Staff Report

Date: March 16, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Approval of Western Area Power Administration (WAPA) 2020 Renewable Energy Credit (REC) Program Letter of Agreement

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>TZ</i>	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

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

RECOMMENDATION:

NCPA staff recommends that the Commission adopt and approve the Letter of Agreement developed for administering the Western Area Power Administration (WAPA) 2020 Renewable Energy Credit (REC) Program (WAPA 2020 REC Program), and authorize the General Manager of NCPA to execute the WAPA 2020 REC Program Letter of Agreement, on behalf of NCPA, including any non-substantive modifications to WAPA 2020 REC Program Letter of Agreement approved by NCPA's General Counsel.

BACKGROUND:

Northern California Power Agency (NCPA) Members are subject to a variety of environmental mandates that require the use of RECs to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources.

The NCPA Members are preference power customers of WAPA, and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP).

DISCUSSION:

Pursuant to the WAPA 2020 REC Program Letter of Agreement, WAPA has established a program to distribute RECs produced by CVP facilities to preference power customers. Certain NCPA members who have assigned their Base Resource percentage to NCPA have requested NCPA to enter into the WAPA 2020 REC Program Letter of Agreement on their behalf¹, in order for NCPA to receive RECs from WAPA.

The WAPA 2020 REC Program Letter of Agreement specifies the terms and conditions under which RECs are transferred from WAPA to preference power customers. The WAPA 2020 REC Program Letter of Agreement has a term of one (1) year, expiring July 31, 2021; applies to RECs produced by CVP facilities in 2020; and, allows either party to terminate the agreement upon a 30-day prior written notice. RECs received pursuant to the WAPA 2020 REC Program Letter of Agreement are nontransferable, except NCPA may transfer RECs to members it represents under the agreement. WAPA does not warrant or represent that the RECs provided from the CVP will satisfy any Federal or State renewable energy mandates.

A draft of the WAPA 2020 REC Program Letter of Agreement is attached to this staff report for your reference.

FISCAL IMPACT:

Costs associated with entering into the WAPA 2020 REC Program Letter of Agreement are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members. NCPA's administrative costs for

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 20-29
- WAPA 2020 REC Program Letter of Agreement

RESOLUTION 20-29

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF WAPA 2020 REC PROGRAM LETTER OF AGREEMENT

(reference Staff Report #139:20)

WHEREAS, Northern California Power Agency (NCPA) Members are subject to a variety of environmental mandates that require the use of Renewable Energy Credits (RECs) to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources; and

WHEREAS, the NCPA Members are preference power customers of Western Area Power Administration (WAPA), and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP); and

WHEREAS, pursuant to the WAPA 2020 REC Program Letter of Agreement, WAPA has established a program to distribute RECs produced by CVP facilities to preference power customers, and certain NCPA Members who have assigned their Base Resource percentage to NCPA have requested NCPA to enter into the WAPA 2020 REC Program Letter of Agreement on their behalf¹, in order for NCPA to receive RECs from WAPA; and

WHEREAS, the WAPA 2020 REC Program Letter of Agreement specifies the terms and conditions under which RECs are transferred from WAPA to preference power customers, including specifying that RECs received pursuant to the WAPA 2020 REC Program Letter of Agreement are nontransferable, except NCPA may transfer RECs to Members it represents under the agreement; and

WHEREAS, costs associated with entering into the WAPA 2020 REC Program Letter of Agreement are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members, and NCPA's administrative costs for development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt and approve the WAPA 2020 REC Program Letter of Agreement, and authorize the General Manager of NCPA to execute the WAPA 2020 REC Program Letter of Agreement, on behalf of NCPA, including any non-substantive modifications to the WAPA 2020 REC Program Letter of Agreement approved by NCPA's General Counsel.

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

Letter of Agreement 20-SNR-XXXX

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

Dear Mr. Howard:

The Northern California Power Agency (NCPA) is a customer of the Western Area Power Administration's (WAPA) Sierra Nevada Region (SNR) and has executed Base Resource Contract 04-SNR-00782 with WAPA. Some of SNR's customers have requested that SNR make the renewable energy credits (RECs) that may be associated with SNR's hydropower generation available to them to assist in meeting their renewable requirements. Although SNR is willing to initiate a 2020 REC Program, SNR does not warrant or represent that the RECs it provides under this program will satisfy any Federal or State renewable portfolio standards.

This Letter of Agreement (LOA) provides the terms and conditions under which SNR will apportion RECs to participants in the 2020 REC Program in association with power generated in 2020.

1. Participation in SNR's REC Program:

- 1.1 In order to receive an apportionment of RECs from SNR's REC Program, NCPA must be a Western Renewable Energy Generation Information System (WREGIS) Account Holder. SNR will not apportion or create RECs for NCPA until its WREGIS Account Holder status has been verified.
- 1.2 Project use customers may participate in SNR'S REC Program by providing written notice to WAPA at least 60 days prior to the first day of the first month that such customer desires to begin participation.
- 1.3 All RECs provided under this LOA shall be from the vintages January 2020 through December 2020.

- 1.4 For the purposes of participating in SNR's REC Program under this LOA, NCPA shall include the following members and the base resource percentages they have assigned to NCPA:

- 1.4.1 Alameda Municipal Power
- 1.4.2 Biggs, City of
- 1.4.3 Gridley, City of
- 1.4.4 Healdsburg, City of
- 1.4.5 Lodi, City of
- 1.4.6 Lompoc, City of
- 1.4.7 Oakland, Port of
- 1.4.8 Plumas-Sierra Rural Electric Cooperative
- 1.4.9 Ukiah, City of

2. Definitions:

- 2.1 "CVP RECs" shall mean the renewable energy credits that may be associated with the megawatthours from Central Valley Project hydropower generation.
- 2.2 "Stampede RECs" shall mean the renewable energy credits that may be associated with the megawatthours from the Washoe Project hydropower generation.
- 2.3 "Unclaimed RECs" shall mean the renewable energy credits that may be associated with SNR's hydropower generation from Lewiston, Nimbus and Stampede that are not being claimed by other preference or project use customers.

3. Apportionment of RECs:

SNR will apportion the RECs in a three-step process. Calculation of apportionments will be completed as follows:

3.1 CVP RECs:

- 3.1.1 SNR will calculate the percentage contribution from each unit/project registered with WREGIS to the amount of Base Resource generated each month.
- 3.1.2 SNR will then calculate the amount of Base Resource NCPA received each month based on the sum of power scheduled to NCPA from its Base Resource percentage and its contribution to or allocation from the Hourly Exchange Program.

- 3.1.3 Finally, SNR will apply NCPA's actual month's Base Resource percentage as determined in Subsection 3.1.2 above to the CVP RECs associated with that month's Base Resource from each unit/project as determined in 3.1.1 to determine NCPA's apportionment of CVP RECs for each month in calendar year 2020.

3.2 Unclaimed RECs:

- 3.2.1 SNR will normalize the participating customers' Base Resource percentages for calendar year 2019 by dividing each customer's Base Resource percentage by the total of all participating customers' Base Resource percentages.
- 3.2.2 SNR will then apply NCPA's normalized percentage to the total Unclaimed RECs for each month in 2020 to determine NCPA's apportionment of Unclaimed RECs.
- 3.2.3 NCPA acknowledges that its normalized percentage, used for the apportionment of Unclaimed RECs, may change during the term of this LOA depending on the number of participating customers.

3.3 Stampede RECs:

Stampede RECs will be held in WREGIS until SNR can determine the annual amount of RECs due to the Truckee Donner Public Utility District (TDPUD) and the City of Fallon (Fallon) before allocating the Stampede RECs to others. Once SNR has determined the percentage of the Stampede RECs to be provided to TDPUD and Fallon due to their contributions to the Washoe Project, the remaining Stampede RECs will be apportioned to the participants pursuant to the procedures provided in Subsections 3.1 and 3.2 above.

- 3.4 SNR will transfer NCPA's CVP and Unclaimed RECs apportionments through WREGIS after the RECs have been created by WREGIS.
- 3.5 SNR will transfer Stampede RECs apportionments through WREGIS after the TDPUD and Fallon percentage has been determined and the Stampede RECs have been created by WREGIS.

4. Nontransferable:

NCPA hereby acknowledges and agrees that RECs associated with WAPA power are neither transferable nor available for resale by NCPA; Except That, NCPA may transfer RECs received through SNR's REC Program to the members listed in Subsection 1.4 above.

5. Compensation to WAPA:

5.1 WAPA's costs to administer SNR's REC Program will be paid by those participants receiving an apportionment of SNR's RECs through WREGIS. Each participant's costs will be determined based on the participant's *pro rata* share of RECs. WAPA's costs will include, but are not limited to, the following:

5.1.1 WAPA's costs to joint WREGIS as an account holder;

5.1.2 WAPA's costs for WREGIS to create RECs;

5.1.3 WAPA's costs for transferring RECs from its WREGIS account to participant's WREGIS account;

5.1.4 Any other costs WAPA may incur for its participation in WREGIS to operate this program; and

5.1.5 Any other costs WAPA may incur for a third-part due to providing Services hereunder.

5.2 These costs will be provided as a line item on NCPA's monthly electric service bill from WAPA.

6. General Power Contract Provisions:

The General Power Contract Provisions dated September 1, 2007, are attached hereto and are hereby made a part of this LOA the same as if they had been expressly set forth herein.

7. Term:

7.1 This LOA must be signed by NCPA on or before June 1, 2020 in order for NCPA to participate in SNR's 2020 REC Program.

7.2 This LOA shall become effective on June 1, 2020, and shall terminate July 31, 2021; Provided, that either NCPA or SNR may terminate this LOA upon 30 days advance written notice. All obligations created under this LOA while in effect shall remain until satisfied.

If you are in agreement with the terms and conditions written above, please indicate your approval by signing and dating both originals of this LOA and return one to Ms. Sandee Peebles (N6213) at this office. If you have any questions, please contact Sandee at (916) 353-4454.

Sincerely,

Arun K. Sethi
Vice President of Power
Marketing for Sierra Nevada
Region

In Duplicate

NORTHERN CALIFORNIA POWER AGENCY

By: _____

Title: _____

Address: _____

Date: _____



SR: 138:20

RECOMMENDATION:

NCPA staff recommends that the Commission adopt a resolution approving Exhibit C, Revision 24 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Exhibit C, Revision 24 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

BACKGROUND:

In December 2004, Northern California Power Agency (NCPA) executed the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (O&M Agreement) with the Western Area Power Administration (WAPA), Bureau of Reclamation (Reclamation) and other Central Valley Project (CVP) customers (Contract 96-SNR-00110). Under the O&M Agreement, CVP customers provide funds for specific operations, maintenance, and capital projects related to the CVP power plants, or the delivery of CVP energy, that would otherwise not be undertaken due to limited federal appropriations. These activities increase the quantity and enhance the reliability of energy delivered to NCPA under the Base Resource contract. WAPA returns funds to NCPA as a bill credit on its power bills. NCPA staff participate in the review and approval of projects chosen for funding, along with other WAPA customers who participate in the program.

NCPA is a party to the O&M Agreement, on behalf of certain NCPA Members who have assigned their Base Resource percentages to NCPA to administer¹ (Assigning Members). WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process.

FISCAL IMPACT:

Execution of Exhibit C, Revision 24 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2024 in the amount of \$11,766,920.94. The obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract.

WAPA will invoice and collect funds according to a monthly schedule. Approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill. Therefore, the net fiscal impact is approximately zero dollars (\$0.00). Costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages.

Exhibit C, Revision 24 to Contract 96-SNR-00110 has been attached to this staff report for your reference.

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

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 (2):

- Resolution 20-28
- Exhibit C, Revision 24 to Contract 96-SNR-00110

RESOLUTION 20-28

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF EXHIBIT C, REVISION 24 TO CONTRACT 96-SNR-00110

(reference Staff Report #138:20)

WHEREAS, in December 2004, Northern California Power Agency (NCPA) executed the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (O&M Agreement) with the Western Area Power Administration (WAPA), Bureau of Reclamation (Reclamation) and other Central Valley Project (CVP) customers (Contract 96-SNR-00110); and

WHEREAS, under the O&M Agreement, CVP customers provide funds for specific operations, maintenance, and capital projects related to the CVP power plants, or the delivery of CVP energy, that would otherwise not be undertaken due to limited federal appropriations; and

WHEREAS, NCPA is a party to the O&M Agreement, on behalf of certain NCPA Members who have assigned their Base Resource percentages to NCPA to administer¹ (Assigning Members), and WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process; and

WHEREAS, execution of Exhibit C, Revision 24 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with federal Fiscal Year 2024 in the amount of \$11,766,920.94, and the obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract; and

WHEREAS, WAPA will invoice and collect funds according to a monthly schedule, and approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill, and the net fiscal impact is approximately zero dollars (\$0.00), and costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Exhibit C, Revision 24 to Contract 96-SNR-00110, and authorizes the General Manager of NCPA to execute Exhibit C, Revision 24 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

EXHIBIT C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 24, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 6.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount ¹	Revision 23 Contribution Commitment Level Amount	Proposed Revision 24 Contribution Commitment Level Amount	Revision 24 Contribution Commitment Level Amount
2021	\$8,230,832.22	\$1,267,441.31	\$8,230,832.00	n/a	\$8,230,832.00
2022	\$8,588,447.97	\$1,256,598.18	\$8,588,447.97	n/a	\$8,588,447.97
2023	\$10,931,542.95	1,310,137.14	\$10,931,542.95	n/a	\$10,931,542.95
2024	\$11,766,920.94	\$1,302,951.28	n/a	\$11,766,920.94	

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2021 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

By: _____
Name: Randy S. Howard
Title: General Manager
Address: 651 Commerce Drive
Roseville, CA 95678
Date: _____

Attest
By: _____
Title: _____

¹ To participate on the Governance Board, a Customer must contribute at least 1/12th of its share of the estimated annual O&M cost for the FY that is four (4) years out from the current FY. This minimum amount is set forth in Column 3 of this Exhibit.



Commission Staff Report

Date: March 17, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Lodi Energy Center 2020 Spring Outage

AGENDA CATEGORY: Discussion/Action

FROM:	Joel Ledesma <i>JL</i> Assistant General Manager	METHOD OF SELECTION: <i>Competitive Pricing Process</i>
Division:	Generation Services	
Department:	Combustion Turbines	

IMPACTED MEMBERS:

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

If other, please specify

Azusa, CDWR,

Modesto Irrigation, PWRPA

RECOMMENDATION:

Approval of Resolution 20-27 authorizing the Lodi Energy Center 2020 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$2,060,000.

BACKGROUND:

The Lodi Energy Center has a planned outage scheduled for May 1-31, 2020 for work related to the 2020 Spring Outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2020 Spring Outage. This work is independent from the ongoing LEC Turbine Replacement Project.

Listed below are highlights of major work to be performed as a part of the 2020 Spring Outage:

1. Steam Turbine
 - a. Condenser Maintenance
2. Water Treatment
 - a. General Maintenance
 - b. Overhaul
3. HRSG / Steam
 - a. HRSG Maintenance
 - b. HRSG Cleaning
 - c. High Energy Pipe Survey
 - d. Hot Spots
4. Balance of Plant
 - a. Heat Exchanger Service
 - b. Service Water Pipe
5. Incidentals
 - a. Crane
 - b. Toilets
 - c. Trailers / Guard
 - d. Forklift / Manlift
 - e. Scaffold
 - f. Confined Space

FISCAL IMPACT:

2020 Spring Outage	Anticipated Cost
Gas Turbine	\$80,000
Steam Turbine	\$230,000
Water Treatment	\$50,000
Electrical Systems	\$65,000
HRSG / Steam	\$750,000
Balance of Plant	\$352,000
Incidentals	\$233,000

Contingency	\$300,000
TOTAL	\$2,060,000

The budgetary funds to complete the 2020 Spring Outage include \$730,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$412,567 were anticipated in the Fixed Maintenance and \$917,433 in the O&M Project Annual Outage. All items are a part of the FY20 Routine O&M budget.

SELECTION PROCESS:

All of the work has been put out for bid to qualified contractors and the contractors providing the best overall value to NCPA will be awarded the work. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County.

COMMITTEE REVIEW

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on March 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)
- Resolution

RESOLUTION 20-27

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE LODI ENERGY CENTER 2020 SPRING OUTAGE

(reference Staff Report #137:20)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Lodi Energy Center on behalf of the project participants; and

WHEREAS, the Lodi Energy Center has an outage scheduled for May 1-21, 2020 for work related to the 2020 Spring Outage; and

WHEREAS, during the outage, the Lodi Energy Center team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility; and

WHEREAS, NCPA will bid out the work to be performed according to NCPA procurement policies and procedures; and

WHEREAS, these activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Lodi Energy Center 2020 Spring Outage, and delegates authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$2,060,000.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Agenda Item: 19

Commission Staff Report

March 19, 2020

COMMISSION MEETING DATE: March 26, 2020

SUBJECT: Proposed Annual Budget for Fiscal Year 2020-21

AGENDA CATEGORY: Informational

FROM:	Monty Hanks	METHOD OF SELECTION:
	Assistant General Manager / CFO	N/A
Division:	Administrative Services	<i>If other, please describe:</i>
Department:	Accounting & Finance	

A status report, budget preview and presentation for this year's preparation will be provided at the meeting.