



651 Commerce Drive
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Minutes - DRAFT

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: December 14, 2017, NCPA Commission Meeting / Teleconference

Item #1 – Call Meeting to Order and Introductions

Chair Bob Lingl called the meeting to order at 9:32 am at NCPA's Roseville Office, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance at NCPA's Roseville are listed on the attached attendance list.

Attending via telephone:

Lompoc: Chair Bob Lingl
Biggs: Vice Chair Roger Frith
Healdsburg: David Hagele
Palo Alto: Commissioner Greg Scharff, Ed Shikada and Monica Padilla
Redding: Dan Beans
Santa Clara: Commissioner Teresa O'Neill, Pat Kolstad and Kathleen Hughes

Item #2 – Approve Minutes of the November 30, 2017, Regular Commission Meeting

Motion: A motion was made by Roger Frith and seconded by Basil Wong to approve the Minutes of the November 30, 2017, Commission meeting. The motion carried unanimously on a roll call vote of those members present.

PUBLIC FORUM

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

REPORTS AND COMMITTEE UPDATES

Item #3 – General Manager's Business Progress Report and Update

- Mentioned that the NCPA management team met and discussed updating NCPA's Strategic Plan. Staff is in the process of revising the Plan, which will also be vetted with the Utility Director's at their annual Utility Director's Retreat in March. A draft copy will be provided to the Executive Committee at the March Committee meeting for discussion.
- Provided a brief update on the Hometown Connections discussions. The involved parties are working on final negotiations this month.

- Gave an update on CMUA's Board of Governor's meeting and provided handouts from the meeting.
- Brief update on the Geothermal Plant. Units were down and had a transformer failure. PG&E line down and working on getting it back online.
- AGM Ken Speer gave an update on the PG&E rate case.

Item #4 – Executive Committee

Committee Chair Bob Lingl reported that the Committee met twice since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel. The Committee also met in closed session and discussed items 5 and 6 on today's Agenda. No reportable action was taken on the closed session items. The Committee also discussed item 7 on today's Agenda and the Committee recommended Commission approval.

CLOSED SESSION

Non-essential Members and staff left the meeting for closed session items 5 and 6 discussions.

Item #5 – Conference with Legal Counsel existing litigation pursuant to California Government Code Section 54956.9(d)(1): *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.

General Manager Randy Howard, Assistant General Manager Dave Dockham, and Assistant General Manager Jane Cirrincione were excused from the meeting for item 6 discussions.

Item #6 – Conference with Labor Negotiators and Performance Evaluation – Pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members, Assistant General Manager/CFO Monty Hanks and Human Resources Manager Vicki Cichocki, and Government Code section 54957: Performance Evaluation: Unrepresented Public Employee: General Manager.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated no reportable action was taken on closed session items 5 and 6.

DISCUSSION/ACTION ITEMS

Item #7 – Resolution, 17-98, Approval of the Second Amendment to the Employment Agreement between NCPA and General Manager Randy S. Howard – adopt resolution by all members approving the Second Amendment to the Employment Agreement with the General Manager. Additionally, the Executive Committee requests the Commission authorize the Chair of the Commission to execute the Second Amendment to the Employment Agreement with the General Manager and approve the General Manager's Performance Goals for 2018.

Fiscal Impact: There is no fiscal impact to the Executive Services Salaries and Benefits account, and the cost associated the General Manager's compensation change is covered within the current fiscal year budget.

Assistant General Manager Monty Hanks provided an update on the discussion from the Executive Committee and how the salary adjustment was calculated. The Executive Committee met and discussed the General Manager's Performance Goals and the Second Amendment to the General Manager's Employment Agreement. The Committee recommended Commission approve the new annual salary of \$380,000.00 for the General Manager and the General Manager's Performance Goals for 2018. The Committee also discussed and asked staff to conduct a further compensation review of General Manager's salary grade and overall compensation packages to ensure the Agency remains competitive. In addition, the Committee asked staff to conduct a survey on performance bonus structures and retention bonuses.

Motion: A motion was made by Steve Hollabaugh and seconded by Liz Kirkley to approve: 1) the Second Amendment to the Employment Agreement with the General Manager specifying an annual salary of \$380,000.00 for the General Manager, effective on December 24, 2017; 2) Agency staff to conduct a further compensation review of the General Manager's salary grade and overall compensation package to be sure they remain competitive; and 3) authorize the Chair of the Commission to execute the Second Amendment to the Employment Agreement with the General Manager and approve the General Manager's Performance Goals for 2018. Motion carried by majority on a roll call vote of those members present.

San Francisco BART, Shasta Lake and Ukiah were absent.

Item #8 – Resolution 17-100, Approval of Issuance of Up to \$40 Million Fixed Rate Lodi Energy Center Revenue Refunding Bonds, Issue One, 2017 Series A – adopt resolution by all members approving and authorizing issuance of up to \$40 million of fixed rate Lodi Energy Center Revenue Refunding Bonds, Issue One, 2017 Series A and delegates to the General Manager and other NCPA officials authority to execute the related legal documents needed to issue these bonds through a Direct Purchase loan with Bank of America.

Fiscal Impact: The NPV savings of the refunding is estimated at \$2.2 million or 6.08% of refunded bonds. The average annual debt service savings is a little over \$300,000 per year (in total) for the participants. Cost allocation for savings from this refunding is based on project participation percentages for the Lodi Energy Center Revenue Refunding Bonds, Issue One, 2017 Series A. Savings are net of the estimated cost of issuance, which is approximately \$200,000 for bank fees, legal, financial advisory and other services.

Indenture Group A Participant	Issue One Cost Share Percentage	Estimated NPV Savings
City of Azusa	4.9936%	\$ 109,524
City of Biggs	0.4802%	\$ 10,532
City of Gridley	3.5212%	\$ 77,230
City of Healdsburg	2.9448%	\$ 64,588
City of Lodi	17.0295%	\$ 373,506
City of Lompoc	3.6491%	\$ 80,035
City of Santa Clara	46.1588%	\$ 1,012,395
City of Ukiah	3.2010%	\$ 70,207
Plumas-Sierra Rural Electric Cooperative	1.4084%	\$ 30,890
Power and Water Resources Pooling Authority	4.7824%	\$ 104,892
San Francisco Bay Area Rapid Transit District	11.8310%	\$ 259,488
Total	100.0000%	\$ 2,193,286

Assistant General Manager/CFO Monty Hanks outlined the schedule for completing the bond refinancing for the Lodi Energy Center.

Motion: A motion was made by Roger Frith and seconded by David Hagele to approving and authorizing the issuance of up to \$40 million of fixed rate Lodi Energy Center Revenue Refunding Bonds, Issue One, 2017 Series A, and delegates to the General Manager and other NCPA officials authority to execute the related legal documents needed to issue these bonds through a Direct Purchase loan with Bank of America. Motion carried by majority on a roll call vote of those members present.

Alameda, Port of Oakland and Redding abstained. San Francisco BART, Shasta Lake and Ukiah were absent.

Item #9 – Resolution 17-101, Delegate Authority to the General Manager to Enter into Agreements and Issue Purchase Orders Necessary for Exhaust Seal Maintenance on Alameda CT Unit 1;

Applicable to the following projects: NCPA CT1 Facility – adopt resolution by all members authorizing the General Manager to enter into agreements and issue purchase orders necessary for exhaust seal maintenance on Alameda CT Unit 1 for a total cost not to exceed \$600,000, and increase the CT1 FY18 budget in an amount not to exceed \$350,000 should that be necessary to complete the work.

Fiscal Impact: Staff is working on a plan that would provide access to the missing seals for replacement which is estimated at a cost not to exceed \$250,000. However, should that plan not work, disassembly of the unit will be required, and additional funds will be needed to complete the work. The total cost of the project will not exceed \$600,000.

This project was not included in the current fiscal year budget. However, funds from the Maintenance Reserve account are available for this project for up to \$250,000 (account #265-010-000-610-070-000). Should additional work be required over and above the cost of \$250,000, a budget supplement in an amount not to exceed \$350,000 will be needed. The cost allocation for the project, and any needed budget augmentation, will be based on project participation percentages.

Assistant General Manager Ken Speer provided a brief update and explanation of the agreements to issue purchase orders necessary for the exhaust seal maintenance on Alameda CT1.

Motion: A motion was made by Nico Procos and seconded by Roger Frith approving the resolution authorizing the General Manager to enter into agreements and issue purchase orders necessary for exhaust seal maintenance on Alameda CT Unit 1 for a total cost not to exceed \$600,000, and increase the CT1 FY18 budget in an amount not to exceed \$350,000 should that be necessary to complete the work. Motion carried by majority on a roll call vote of those members present.

Redding and Truckee Donner abstained. Gridley, Port of Oakland, San Francisco BART, Shasta Lake and Ukiah were absent.

Item #10 – Resolution 17-102, Provision of Services to East Bay Community Energy – adopt resolution by all members approving the Services Agreement with East Bay Community Energy, under which NCPA will supply certain scheduling and portfolio management services to East Bay Community Energy, including any non-substantive modifications to the Services Agreement approved by NCPA's General Counsel, and authorize NCPA's General Manager to execute the Services Agreement on behalf of NCPA.

Fiscal Impact: In consideration for NCPA's provision of services, EBCE shall pay NCPA an amount equal to Six Hundred Forty Thousand Dollars (\$640,000.00) for Services rendered during the first one (1) year period in which NCPA is supplying Services to EBCE. For each subsequent one (1) year period during the term of the Agreement, the amount charged to EBCE will be escalated at a rate of two percent (2%) per year. NCPA's administrative costs for development of a Services Agreement with EBCE will be allocated to members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

NCPA Staff Tony Zimmer provided a presentation and explanation of the provision of services agreement with East Bay Community Energy.

Motion: A motion was made by Mike Brozo and seconded by Roger Frith approving the Services Agreement with East Bay Community Energy, under which NCPA will supply certain scheduling and portfolio management services to East Bay Community Energy, including any non-substantive modifications to the Services Agreement approved by NCPA's General Counsel. NCPA staff also recommends that the Commission authorize NCPA's General Manager to execute the Services Agreement on behalf of NCPA. Motion carried by majority on a roll call vote of those members present. *Port of Oakland, San Francisco BART, Shasta Lake and Ukiah were absent.*

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The December 14, 2017, Commission meeting was adjourned at 10:54 am.

Respectfully submitted,

//

CARY A. PADGETT

Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting of December 14, 2017
Attendance List**

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

[illegible]



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: January 18, 2017
To: NCPA Commission
Subject: January 3, 2018 Facilities Committee Meeting Minutes

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



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Minutes

Date: January 4, 2018
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: January 3, 2018 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Mike Brozo at 9:03 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger, Debbie Whiteman, and Sarah Libua (Alameda), Mark Sorensen (Biggs), Melissa Price (Lodi), Tikan Singh (Lompoc), Monica Padilla (Palo Alto), and Kathleen Hughes, and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approve minutes from the December 6, 2017 Facilities Committee meeting, and the December 7, 2017 Facilities Committee Special meeting.** A motion was made by Shannon McCann and seconded by Jiayo Chang recommending approval of the December 6, 2017 Facilities Committee meeting minutes, and the December 7, 2017 Facilities Committee Special meeting. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville and Santa Clara. The motion passed.

3. **Hydroelectric Generation Services Facility – Ford Construction, Inc. for Adit 4 Spoils Facility Repairs Construction** – Staff gave background information and was seeking a recommendation for Commission approval increasing the General Manager's signature authority from the current level of \$2,897,507 to \$3,250,000 for construction of the Adit 4 spoils facility repairs.

Motion: A motion was made by Shannon McCann and seconded by Alan Hanger recommending Commission approval authorizing the General Manager to issue additional purchase orders to Ford Construction, Inc., raising the General Manager's signature authority from the current level of \$2,897,507 to the not to exceed amount of \$3,250,000 for construction of the Adit 4 Spoils Facility Repairs at the NCPA Hydroelectric Project. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville and Santa Clara. The motion passed.

4. **Hydroelectric Generation Services Facility - Collierville Generator Rewind Project** – Staff provided background information, and was seeking a recommendation for Commission approval authorizing the General Manager to enter into one or more contracts for a total not-to-exceed

amount of \$6,900,000 for rewinding and repairs of the two (2) Collierville generators.

Motion: A motion was made by Shannon McCann and seconded by Jiayo Chang recommending Commission approval authorizing the General Manager to enter into one or more agreements and to issue purchase orders, with a total not-to-exceed amount of \$6,900,000 for the replacement of stator windings for the Collierville Powerhouse Unit 1 and Unit 2 generators. A vote was taken by roll call: YES = YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville and Santa Clara. The motion passed.

- 5. Approval of NCPA Solar Project Phase 2 Agreement** – Staff presented background information and major terms of the NCPA Solar Project 1 Phase 2 Agreement. Phase 2 encompasses site selection, technical/financial evaluation, and site development for a fleet of solar photovoltaic (PV) plants to be located within participating member territories. The Agreement describes four sub-phases, beginning with site selection and feasibility analysis that will lead to a critical Go/No-Go decision point early in the process. This will enable a participant to withdraw from the project early on should their desired site(s) be deemed unfeasible for whatever reason, while minimizing their investment in the project. Also described is the cost allocation method; participants will be charged costs directly related to their site(s) development plus a percentage of the project's general costs based on a capacity-based GES.

Because the draft was posted in December, staff decided to allow more time for members to review the document and to solidify their interest in the project. The draft Phase 2 Agreement is available on NCPA Connect. A web meeting for all potential participants will be scheduled for January 12 to review the agreement. Staff would like confirmed interest and all comments completed by January 16. Staff will be seeking a recommendation for approval at the next Facilities Committee meeting January 31, with Commission approval February 22, and launch date as early as February 23.

- 6. Nexant Cost Allocation Model Billing Determinants** – Staff reviewed the billing determinants that will be used in the FY2019 Nexant Cost Allocation Model. The calendar year 2017 data model results still need to be finalized. Staff identified and reviewed the source of changes to members' costs from the change in determinants. The Nexant statistics are scheduled to be finalized by January 18, 2018.

Staff is recommending three modifications to the current Nexant Model. The first proposed modification is to exclude day ahead bilateral transactions from the Nexant scheduling deal cost allocations under authorization granted in SR: 113:17. The second modification is to exclude internal final schedules ("IFS") that have not changed from the day ahead final schedule. In an effort to increase efficiency by reducing manual schedule entries, IFS have been pre-seeded in the scheduling software whether they are needed or not which greatly increased IFS counts, particularly for Hydro Operating Entities. The third proposed change is to account for daily Seattle City Light transactions as two monthly buy and sell transactions consistent with existing "As Need" deals. The contract for Seattle City Light will expire in May 2018. Modifications two and three require Commission approval and staff will ask the Facilities Committee to recommend approval in the January 31, 2018 meeting.

The draft Nexant model along with the supporting files, will be available for review on NCPA Connect. Please review prior to the next Facilities Committee meeting scheduled January 31, so the Committee can take action on this item. Please send any questions to staff prior to the meeting.

- 7. Approval of Services Agreement with EBCE** – Staff will present and seek a recommendation for approval of a Services Agreement between NCPA and East Bay Community Energy (EBCE), under which NCPA will supply certain wholesale power supply to EBCE.

The Commission approved the EBCE Services Agreement December 14, 2017. Since then NCPA has been working with EBCE to complete negotiations and execute the Services Agreement. EBCE has raised concerns with certain provisions of the agreement that may be substantive in nature. If substantive changes are made to the agreement, NCPA may need to seek approval of the updated Services Agreement prior to execution.

Staff is recommending Facilities Committee guidance for key provisions in the Services Agreement, and would like to plan a Facilities Committee Special meeting once the negotiations with EBCE have been completed for review of the agreement prior to seeking Commission approval of an updated Services Agreement. After discussion, the Committee agreed on a special meeting Thursday, January 11, in the afternoon.

8. Expiration of Acquired Resources Designation – Staff gave background information and reviewed the status of NCPA’s designated list of Acquired Resources, as such is defined in the CAISO Tariff.

Pursuant to Section 40.9.2.1 of the CAISO Tariff, certain units that meet defined criteria can qualify as Acquired Resources. Acquired Resource eligibility criteria was modified at the time the CAISO implemented RAAIM in 2017. The Acquired Resource availability penalty exemption is separate and distinct from the MSSA availability penalty exemption. A Scheduling Coordinator (SC) must submit an affidavit confirming continued eligibility. NCPA staff did not submit the required affidavit, for CY 2018, and as such was recently notified by the CAISO of this failure. Per recent discussions with the CAISO, it appears that many SCs failed to submit the required affidavit due to the lack of notice provided by the CAISO. The CAISO is now considering next steps, but has suggested that NCPA seek a waiver from FERC to allow NCPA to submit the required information to maintain the existing Acquired Resources status. Upon further review of the new criteria implemented with RAAIM, NCPA is considering whether it continues to meet the stated criteria.

Based on this information staff is recommending that due to concerns with continued eligibility, and considering that NCPA members are already protected by certain MSSA exemption provisions, NCPA staff recommends not extending the Acquired Resource designation for the resources listed herein beyond CY 2017

9. New Service Opportunities – Staff provided a status update regarding the opportunity for NCPA to supply certain wholesale energy services to the following new prospective fee-for-service customers: South Feather Water and Power Agency, San Jose Community Energy and Nevada Irrigation District.

NCPA submitted a Request for Qualifications to South Feather Water and Power Agency (SFWPA) December 15, 2017. SFWPA has hydro assets, and is looking for PPA services starting in 2020 after their contract with PG&E expires. San Jose Community Energy reached out to NCPA for services, per a recommendation from Pioneer Energy and EBCE. NCPA has provided information for services, and San Jose is showing a very strong interest in these services. Nevada Irrigation District is interested in scheduling services for a 3MW plant, which could lead to other larger projects in the future. Lastly, SCPPA has requested information regarding several NCPA services. NCPA will provide costs for these services once they narrow down what they are looking for. Staff will provide updates as needed.

10. New Services Staffing Update – Status update.

Staff is developing a study regarding the impact the new services is having on the dispatch desk, the SC desk, and pre-scheduling. As well as the IS and Power Settlements departments. The dispatch desk is being impacted more than the SC desk, and two of the pre-schedulers are

being impacted the first 2 ½ hours each day. Another person on the dispatch desk may eventually be needed. Power Settlements still has an additional vacancy in the budget.

Another consideration is the WECC NERC rating criteria for low impact, medium impact, and high impact. With all these new services NCPA is close to medium impact now. Also being evaluated is the amount of revenue these new services will be bringing in. Staff will continue with the study, and update the Committee prior to executing any additional new services agreements.

11. Planning and Operations Update –

- PCWA scheduling services started January 1, 2018. Several NCPA staff were on site for the transition, as well as staff from PCWA. It was a great team effort between Power Management and Information Services, making it a seamless change over.
- Pioneer Community Energy will be integrating services February 1, 2018. NCPA has secured RA for this. Pioneer's website is also up and running now.
- TO18 TAC trial starts Tuesday, January 9, 2018 in Washington, DC.
- Order 890 proceedings – NCPA continued its discussions with PG&E via a conference call on December 15, 2017. Southern California Edison has also made a filing at FERC to modify its planning process, in an attempt to ensure its planning process is compliant with the standards required under Order 890. NCPA will continue working with PG&E to address the concerns expressed by NCPA.
- Due to the retirement of a power plant in Oakland, PG&E is working to develop a plan to address the resulting reliability concerns. The plan proposed by PG&E may have adverse impacts on the City of Alameda and the Port of Oakland. NCPA and Alameda Municipal Power (AMP) sent a joint letter to PG&E regarding the need to modify or terminate the Operating Agreement that is currently in place between PG&E and AMP to address these concerns.

12. Schedule next meeting date – the next regular Facilities Committee meeting is scheduled for January 31, 2018.

ADJOURNMENT


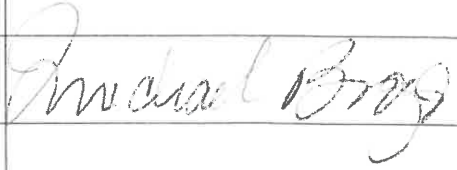

The meeting was adjourned at 12:22 pm.

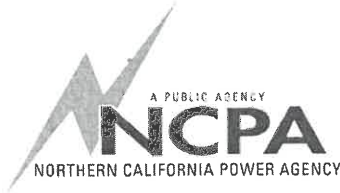
NCPA Facilities Committee Members, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

[illegible]

**Northern California Power Agency
January 3, 2018 Facilities Committee Meeting
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
ROSEVILLE	
SANTA CLARA	
TID	
UKIAH	



10


Commission Staff Report

December 18, 2017

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: November 2017 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"/>
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 for the month reported herein, will be approved at the January 18, 2018 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 November 2017 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 November 2017

Operations:

Geothermal	\$	894,095
Hydroelectric		3,272,044
CT#1 Combustion Turbines		318,314
CT#2 STIG		664,347
Lodi Energy Center		10,383,402
NCPA Operating		20,857,136
Total	\$	<u>36,389,338</u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2017**

PERCENT OF YEAR ELAPSED 42%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,702,245	\$ 8,348,914	\$ 15,603,994	54%	(a)
Debt Service (Net)	3,188,179	15,940,896	38,258,150	42%	
Annual Budget Cost	4,890,424	24,289,810	53,862,144	45%	
Geothermal					
Other Plant Cost	1,804,448	9,753,291	27,184,263	36%	
Debt Service (Net)	411,312	2,056,560	4,935,743	42%	
Annual Budget Cost	2,215,760	11,809,851	32,120,006	37%	
Combustion Turbine No. 1	337,355	2,242,345	2,848,552	79%	(b)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	150,506	615,690	834,641	74%	(c)
Other Plant Cost	273,131	1,202,335	2,095,083	57%	(c)
Debt Service (Net)	474,410	2,372,051	5,692,922	42%	
Annual Budget Cost	898,047	4,190,076	8,622,646	49%	
Lodi Energy Center					
Fuel	3,212,261	12,708,008	14,877,170	85%	(d)
Other Plant Cost	1,841,518	9,744,174	19,794,554	49%	(d)
Debt Service (Net)	2,201,387	11,006,933	26,416,640	42%	
Annual Budget Cost	7,255,166	33,459,115	61,088,364	55%	
Member Resources - Energy	3,346,642	22,652,791	53,389,034	42%	
Member Resources - Natural Gas	295,590	1,502,494	3,457,156	43%	
Western Resources	1,438,039	9,477,983	30,119,880	31%	
Market Power Purchases	2,514,272	9,228,376	19,318,025	48%	(e)
Load Aggregation Costs - CAISO	20,030,479	84,125,430	233,822,294	36%	
Net GHG Obligations	343,380	518,780	445,917	116%	(f)
	43,565,154	203,497,051	499,094,018	41%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	538,472	1,644,228	2,466,609	67%	(g)
Wheeling Access Charge	8,961,053	44,566,237	96,760,295	46%	(h)
Ancillary Services	416,439	1,634,651	2,639,380	62%	(i)
Other Charges	1,331,268	4,645,349	1,058,438	439%	(j)
	11,247,232	52,490,465	102,924,722	51%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	107,775	695,775	1,976,008	35%	
Regulatory Representation	57,441	253,817	837,639	30%	
Western Representation	43,162	202,506	829,636	24%	
Member Services	24,980	139,052	436,078	32%	
Judicial Action	42,713	107,797	625,000	17%	

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2017**

PERCENT OF YEAR ELAPSED 42%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
Power Management					
System Control & Load Dispatch	382,923	2,203,729	5,864,452	38%	
Forecasting, Planning, Prescheduling & Trading	169,693	932,288	2,647,017	35%	
Industry Restructuring & Regulatory Affairs	20,660	125,323	424,174	30%	
Contract Admin, Interconnection Svcs & External Affairs	64,669	347,876	1,151,828	30%	
Green Power Project	166	916	17,746	5%	
Gas Purchase Program	3,646	23,404	88,131	27%	
Market Purchase Project	6,489	35,710	130,141	27%	
Energy Risk Management	12,155	50,024	206,836	24%	
Settlements	37,950	219,021	774,377	28%	
Integrated Systems Support	5,430	50,666	318,562	16%	
Participant Pass Through Costs	57,319	206,396	1,525,907	14%	
Support Services	30,023	73,185	-	N/A	
	1,067,194	5,667,485	17,853,532	32%	
TOTAL ANNUAL BUDGET COST	55,879,580	261,655,001	619,872,272	42%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	9,219,219	55,487,450	70,367,243	79%	(k)
Load Aggregation Energy Sales	11,677,659	44,514,645	151,018,772	29%	
Ancillary Services Sales	410,380	1,920,795	2,731,442	70%	(l)
Western Resource Energy Sales	4,285,785	14,961,616	18,026,100	83%	(m)
Other ISO Revenue	2,569,239	6,111,260	-	N/A	
Transmission Sales	9,198	45,990	110,376	42%	
Western Credits, Interest and Other Income	1,348,424	5,506,252	15,712,788	35%	
	29,519,904	128,548,008	257,966,721	50%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 26,359,676	\$ 133,106,993	\$ 361,905,551	37%	

- (a) Increase in costs due to unbudgeted outside services related to the dredging of the Beaver Creek reservoir. It is anticipated that costs will be offset by insurance and FEMA proceeds.
- (b) Increase in costs due to greater than projected MWhs of generation. CT1 is at 458% of budgeted MWhs at 11/30/17. Fuel costs, CA ISO charges, and other variable costs have all increased as a result of increased generation.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 676% of budgeted MWhs at 11/30/17. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase in costs due to greater than projected MWhs of generation. LEC is at 194% of budgeted MWhs at 11/30/17. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (e) Increase due to unbudgeted market purchases and NCPA contracts. Unbudgeted contracts include Gridley PV, Bart PV, as well as deals made after the FY18 budget including certain Powerex, Shell, and EDF deals.
- (f) Purchases made several months in advance. Percent of budget used expected to level off throughout the year.
- (g) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (h) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (i) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d) and corresponding increase in ancillary services sales.
- (j) The large budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (k) Variance due to higher than anticipated ISO energy sales for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (l) Increase due to greater than projected MWhs of generation. See notes (b), (c), (d), and (g) and corresponding increase in ancillary services costs.
- (m) Variance due primarily to \$1.22 million in unbudgeted displacement revenue.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2017	2016
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 20,395	\$ 37,002
Investments	57,126	29,848
Accounts receivable		
Participants	2,231	11
Other	183	718
Interest receivable	173	92
Inventory and supplies	9,835	9,286
Prepaid expenses	372	93
TOTAL CURRENT ASSETS	90,315	77,050
RESTRICTED ASSETS		
Cash and cash equivalents	57,670	53,454
Investments	165,027	158,252
Interest receivable	603	435
TOTAL RESTRICTED ASSETS	223,300	212,141
ELECTRIC PLANT		
Electric plant in service	1,503,491	1,501,281
Less: accumulated depreciation	(955,617)	(924,776)
	547,874	576,505
Construction work-in-progress	151	266
TOTAL ELECTRIC PLANT	548,025	576,771
OTHER ASSETS		
Regulatory assets	234,646	247,865
Other deposits and prepaids	24	44
TOTAL ASSETS	1,096,310	1,113,871
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	43,611	53,037
Pension deferrals	13,506	9,093
TOTAL DEFERRED OUTFLOWS OF RESOURCES	57,117	62,130
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,153,427	\$ 1,176,001

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2017	2016
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 28,729	\$ 20,243
Member advances	993	993
Operating reserves	20,845	19,490
Current portion of long-term debt	41,870	39,705
Accrued interest payable	18,418	19,458
TOTAL CURRENT LIABILITIES	110,855	99,889
NON-CURRENT LIABILITIES		
Net pension liability	64,589	57,774
Operating reserves and other deposits	145,276	134,668
Interest rate swap liability	15,433	23,260
Long-term debt, net	705,322	748,692
TOTAL NON-CURRENT LIABILITIES	930,620	964,394
TOTAL LIABILITIES	1,041,475	1,064,283
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	71,950	72,842
Pension deferrals	4,460	6,599
TOTAL DEFERRED INFLOWS OF RESOURCES	76,410	79,441
NET POSITION		
Net investment in capital assets	(50,451)	(50,510)
Restricted	45,660	45,767
Unrestricted	40,333	37,020
TOTAL NET POSITION	35,542	32,277
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,153,427	\$ 1,176,001

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

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

UNAUDITED

	Five Months Ended November 30,	
	2017	2016
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 143,463	\$ 142,079
Other Third-Party	119,927	58,882
TOTAL OPERATING REVENUES	263,390	200,961
OPERATING EXPENSES		
Purchased power	122,273	94,830
Operations	31,379	22,482
Transmission	62,215	39,472
Depreciation	12,904	12,811
Maintenance	9,186	6,323
Administrative and general	6,958	7,328
TOTAL OPERATING EXPENSES	244,915	183,246
NET OPERATING REVENUES	18,475	17,715
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(18,112)	(18,652)
Interest income	2,955	(120)
Other	2,100	7,329
TOTAL NON OPERATING EXPENSES	(13,057)	(11,443)
FUTURE RECOVERABLE AMOUNTS	(1,599)	(1,654)
REFUNDS TO PARTICIPANTS	(2,337)	(304)
INCREASE (DECREASE) IN NET POSITION	1,482	4,314
NET POSITION, Beginning of year	34,060	27,963
NET POSITION, Period ended	\$ 35,542	\$ 32,277

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS (000's omitted)

November 30, 2017

	GENERATING & TRANSMISSION RESOURCES											
	Multiple											
	Geothermal	Hydroelectric	Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined		
\$	1	\$	1	\$	1	\$	72	\$	-	\$	63	\$
CURRENT ASSETS												
Cash and cash equivalents	-	-	-	-	-	-	-	-	-	-	-	20,395
Investments	-	-	-	-	-	-	-	-	-	-	-	57,126
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	2,231
Participants	-	-	-	-	-	-	-	-	-	-	-	183
Other	-	-	-	-	-	-	-	-	-	-	-	46
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	131
Inventory and supplies	4,599	1,079	642	1,405	2,110	4	-	-	-	-	-	9,835
Prepaid expenses	-	12	-	-	-	-	-	-	-	-	-	372
Due from Agency and other programs*	20,589	10,183	2,668	(1,065)	19,191	-	16,310	6,706	(74,582)	-	-	-
TOTAL CURRENT ASSETS	25,189	11,274	3,311	341	21,377	-	16,489	6,787	5,547	-	-	90,315
RESTRICTED ASSETS												
Cash and cash equivalents	2,168	9,878	491	-	11,405	-	6,308	-	27,420	-	-	57,670
Investments	24,383	37,558	3,024	-	28,208	-	18,677	-	53,177	-	-	165,027
Interest receivable	20	135	14	-	153	-	-	-	281	-	-	603
TOTAL RESTRICTED ASSETS	26,571	47,571	3,529	-	39,766	-	24,985	-	80,878	-	-	223,300
ELECTRIC PLANT												
Electric plant in service	570,090	394,605	64,839	36,439	423,758	7,736	-	663	5,361	-	-	1,503,491
Less: accumulated depreciation	(533,537)	(256,615)	(47,078)	(34,371)	(73,029)	(7,736)	-	(378)	(2,873)	-	-	(955,617)
	36,553	137,990	17,761	2,068	350,729	-	-	285	2,488	-	-	547,874
Construction work-in-progress	-	-	-	-	107	-	-	-	44	-	-	151
TOTAL ELECTRIC PLANT	36,553	137,990	17,761	2,068	350,836	-	-	285	2,532	-	-	548,025
OTHER ASSETS												
Regulatory assets	512	143,485	11,716	-	22,554	-	-	-	56,379	-	-	234,646
Other deposits and prepaids	14	-	-	-	-	-	-	-	10	-	-	24
TOTAL ASSETS	88,839	340,320	36,317	2,409	434,533	-	41,474	7,072	145,346	-	-	1,096,310
DEFERRED OUTFLOWS OF RESOURCES												
Excess cost on refunding of debt	1,831	40,816	964	-	-	-	-	-	-	-	-	43,611
Pension deferrals	-	-	-	-	-	-	-	-	13,506	-	-	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,831	40,816	964	-	-	-	-	-	13,506	-	-	57,117
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 90,670	\$ 381,136	\$ 37,281	\$ 2,409	\$ 434,533	\$ -	\$ 41,474	\$ 7,072	\$ 158,852	\$ -	\$ -	\$ 1,153,427

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY

AND ASSOCIATED POWER CORPORATIONS

(000's omitted)

November 30, 2017

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 133	\$ 332	\$ 2	\$ 12	\$ 3,245	\$ -	\$ 19,557	\$ -	\$ 5,448	\$ 28,729
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	6,213	250	513	660	13,209	-	-	-	-	20,845
Current portion of long-term debt	4,910	22,610	3,995	-	10,355	-	-	-	-	41,870
Accrued interest payable	292	6,428	561	-	11,137	-	-	-	-	18,418
TOTAL CURRENT LIABILITIES	12,339	29,620	5,071	672	37,946	-	19,557	202	5,448	110,855
NON-CURRENT LIABILITIES										
Net pension liability	-	-	-	-	-	-	-	-	-	-
Operating reserves and other deposits	18,581	16,445	-	-	1,716	-	27,253	406	64,589	145,276
Interest rate swap liability	-	15,433	-	-	-	-	-	-	80,875	15,433
Long-term debt, net	24,520	309,707	30,333	-	340,762	-	-	-	-	705,322
TOTAL NON-CURRENT LIABILITIES	43,101	341,585	30,333	-	342,478	-	27,253	406	145,464	930,620
TOTAL LIABILITIES	55,440	371,205	35,404	672	380,424	-	46,810	608	150,912	1,041,475
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	19,627	4,148	973	2,228	41,758	-	-	286	2,930	71,950
Pension deferrals	-	-	-	-	-	-	-	-	4,460	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	19,627	4,148	973	2,228	41,758	-	-	286	7,390	76,410
NET POSITION										
Net investment in capital assets	(4,360)	(24,994)	(4,818)	-	(17,115)	-	-	-	836	(50,451)
Restricted	6,817	20,628	2,968	-	17,471	-	(2,225)	-	1	45,660
Unrestricted	13,146	10,149	2,754	(491)	11,995	-	(3,111)	6,178	(287)	40,333
TOTAL NET POSITION	15,603	5,783	904	(491)	12,351	-	(5,336)	6,178	550	35,542
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 90,670	\$ 381,136	\$ 37,281	\$ 2,409	\$ 434,533	\$ -	\$ 41,474	\$ 7,072	\$ 158,852	\$ 1,153,427

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 Five Months Ended November 30, 2017

	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	\$ 181	\$ 943	\$ 2,612	\$ 215	\$ 13,285	\$ -	\$ 118,425	\$ 7,637	\$ 165	\$ 143,463
Other Third-Party	13,742	15,082	1,164	1,516	26,411	-	61,849	163	-	119,927
TOTAL OPERATING REVENUES	13,923	16,025	3,776	1,731	39,696	-	180,274	7,800	165	263,390
OPERATING EXPENSES										
Purchased power	-	-	-	-	2,431	-	119,842	-	-	122,273
Operations	5,890	1,504	928	944	16,862	-	1,502	3,749	-	31,379
Transmission	241	936	393	290	508	-	59,845	2	-	62,215
Depreciation	1,618	4,053	922	76	6,088	-	-	20	127	12,904
Maintenance	1,862	4,783	260	719	1,538	-	-	24	-	9,186
Administrative and general	1,837	1,040	273	252	1,880	-	-	2,307	(631)	6,958
Intercompany (sales) purchases, net*	(239)	97	27	39	107	-	-	(31)	-	-
TOTAL OPERATING EXPENSES	11,209	12,413	2,803	2,320	29,414	-	181,189	6,071	(504)	244,915
NET OPERATING REVENUES	2,714	3,612	973	(589)	10,282	-	(915)	1,729	669	18,475
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(292)	(9,591)	(1,728)	-	(6,501)	-	-	-	-	(18,112)
Interest income	506	337	(24)	-	353	-	389	18	1,376	2,955
Other	1	63	670	-	1,108	-	-	2	256	2,100
TOTAL NON OPERATING (EXPENSES) REVENUES	215	(9,191)	(1,082)	-	(5,040)	-	389	20	1,632	(13,057)
FUTURE RECOVERABLE AMOUNTS	(221)	(2,524)	245	-	901	249	-	-	(249)	(1,599)
REFUNDS TO PARTICIPANTS	(178)	89	3	(2)	-	-	(1,042)	(63)	(1,144)	(2,337)
INCREASE (DECREASE) IN NET POSITION	2,530	(8,014)	139	(591)	6,143	249	(1,568)	1,686	908	1,482
NET POSITION, Beginning of year	13,073	13,797	765	100	6,208	(249)	(3,768)	4,492	(358)	34,060
NET POSITION, Period ended	\$ 15,603	\$ 5,783	\$ 904	\$ (491)	\$ 12,351	\$ -	\$ (5,336)	\$ 6,178	\$ 550	\$ 35,542

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
November 30, 2017

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 2,411,054
PAST DUE:			
1 - 30	Lodi	Front Line Leadership Training	3,155
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 2,414,209</u>

NOTE: All amounts invoiced or credited to members and others are project/program specific.
NCPA does not apply any credits issued to outstanding invoices unless directed.

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

**Schedule of Disbursements
(Unaudited)**

For the Month of November 2017

Operations:

Geothermal	\$	894,095
Hydroelectric		3,272,044
CT#1 Combustion Turbines		318,314
CT#2 STIG		664,347
Lodi Energy Center		10,383,402
NCPA Operating		<u>20,857,136</u>
Total	\$	<u><u>36,389,338</u></u>



11


Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: December 2017 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"/>
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 for the month reported herein, will be approved at the January 18, 2018 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 December 2017 financial reports are also included.

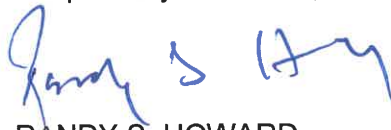
FISCAL IMPACT:

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 December 2017

Operations:

Geothermal	\$ 1,332,154
Hydroelectric	4,444,889
CT#1 Combustion Turbines	175,386
CT#2 STIG	568,190
Lodi Energy Center	5,572,282
NCPA Operating	<u>21,496,342</u>
Total	<u><u>\$ 33,589,243</u></u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 31, 2017**

PERCENT OF YEAR ELAPSED 50%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,693,575	\$ 10,042,490	\$ 15,603,994	64%	(a)
Debt Service (Net)	3,188,179	19,129,075	38,258,150	50%	
Annual Budget Cost	4,881,754	29,171,565	53,862,144	54%	
Geothermal					
Other Plant Cost	2,026,211	11,779,502	27,184,263	43%	
Debt Service (Net)	411,312	2,467,872	4,935,743	50%	
Annual Budget Cost	2,437,523	14,247,374	32,120,006	44%	
Combustion Turbine No. 1	247,097	2,489,441	2,848,552	87%	(b)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	78,572	694,262	834,641	83%	(c)
Other Plant Cost	93,071	1,295,406	2,095,083	62%	(c)
Debt Service (Net)	474,410	2,846,461	5,692,922	50%	
Annual Budget Cost	646,053	4,836,129	8,622,646	56%	
Lodi Energy Center					
Fuel	3,542,995	16,251,003	14,877,170	109%	(d)
Other Plant Cost	471,402	11,111,489	19,794,554	56%	(d)
Debt Service (Net)	2,201,387	13,208,320	26,416,640	50%	
Annual Budget Cost	6,215,784	40,570,812	61,088,364	66%	
Member Resources - Energy	3,736,530	26,389,320	53,389,034	49%	
Member Resources - Natural Gas	305,443	1,807,937	3,457,156	52%	
Western Resources	1,380,404	10,858,387	30,119,880	36%	
Market Power Purchases	3,488,723	12,717,099	19,318,025	66%	(e)
Load Aggregation Costs - CAISO	19,709,598	103,835,028	233,822,294	44%	
Net GHG Obligations	-	518,780	445,917	116%	(f)
	43,048,909	247,441,872	499,094,018	50%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	320,836	1,965,064	2,466,609	80%	(g)
Wheeling Access Charge	7,812,478	52,378,715	96,760,295	54%	(h)
Ancillary Services	404,697	2,039,348	2,639,380	77%	(i)
Other Charges	2,189,569	6,834,918	1,058,438	646%	(j)
	10,727,580	63,218,045	102,924,722	61%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	159,386	855,161	1,976,008	43%	
Regulatory Representation	53,699	307,517	837,639	37%	
Western Representation	43,373	245,879	829,636	30%	
Member Services	24,982	164,034	436,078	38%	
Judicial Action	58,341	166,138	625,000	27%	

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 31, 2017**

PERCENT OF YEAR ELAPSED
50%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
Power Management					
System Control & Load Dispatch	428,497	2,632,226	5,864,452	45%	
Forecasting, Planning, Prescheduling & Trading	215,433	1,147,721	2,647,017	43%	
Industry Restructuring & Regulatory Affairs	23,915	149,238	424,174	35%	
Contract Admin, Interconnection Svcs & External Affairs	70,620	418,496	1,151,828	36%	
Green Power Project	166	1,082	17,746	6%	
Gas Purchase Program	4,792	28,196	88,131	32%	
Market Purchase Project	6,569	42,279	130,141	32%	
Energy Risk Management	12,208	62,232	206,836	30%	
Settlements	48,212	267,234	774,377	35%	
Integrated Systems Support	3,341	54,007	318,562	17%	
Participant Pass Through Costs	376,864	583,261	1,525,907	38%	
Support Services	-	73,384	-	N/A	
	1,530,398	7,198,085	17,853,532	40%	
TOTAL ANNUAL BUDGET COST	55,306,887	317,858,002	619,872,272	51%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	8,925,925	64,413,375	70,367,243	92%	(k)
Load Aggregation Energy Sales	8,028,131	52,542,776	151,018,772	35%	
Ancillary Services Sales	554,009	2,474,804	2,731,442	91%	(l)
Western Resource Energy Sales	904,376	15,865,992	18,026,100	88%	(m)
Other ISO Revenue	1,921,089	8,032,349	-	N/A	
Transmission Sales	9,198	55,188	110,376	50%	
Western Credits, Interest and Other Income	951,437	6,457,688	15,712,788	41%	
	21,294,165	149,842,172	257,966,721	58%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 34,012,722	\$ 168,015,830	\$ 361,905,551	46%	

- (a) Increase in costs due to unbudgeted outside services related to the dredging of the Beaver Creek reservoir. It is anticipated that costs will be offset by insurance and FEMA proceeds.
- (b) Increase in costs due to greater than projected MWhs of generation. CT1 is at 460% of budgeted MWhs at 12/31/17. Fuel costs, CA ISO charges, and other variable costs have all increased as a result of increased generation.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 676% of budgeted MWhs at 12/31/17. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase in costs due to greater than projected MWhs of generation. LEC is at 207% of budgeted MWhs at 12/31/17. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (e) Increase due to unbudgeted market purchases and NCPA contracts. Unbudgeted contracts include Gridley PV, Bart PV, as well as deals made after the FY18 budget including certain Powerex, Shell, and EDF deals.
- (f) Purchases made several months in advance. Percent of budget used expected to level off throughout the year.
- (g) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (h) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (i) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d) and corresponding increase in ancillary services sales.
- (j) The large budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (k) Variance due to higher than anticipated ISO energy sales for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (l) Increase due to greater than projected MWhs of generation. See notes (b), (c), (d), and (g) and corresponding increase in ancillary services costs.
- (m) Variance due primarily to \$1.22 million in unbudgeted displacement revenue.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	December 31,	
	2017	2016
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 15,076	\$ 34,447
Investments	55,259	29,846
Accounts receivable		
Participants	1	11
Other	464	995
Interest receivable	256	153
Inventory and supplies	9,852	9,512
Prepaid expenses	278	435
TOTAL CURRENT ASSETS	81,186	75,399
RESTRICTED ASSETS		
Cash and cash equivalents	58,131	74,203
Investments	166,791	137,514
Interest receivable	556	418
TOTAL RESTRICTED ASSETS	225,478	212,135
ELECTRIC PLANT		
Electric plant in service	1,503,753	1,501,309
Less: accumulated depreciation	(958,204)	(927,337)
	545,549	573,972
Construction work-in-progress	151	265
TOTAL ELECTRIC PLANT	545,700	574,237
OTHER ASSETS		
Regulatory assets	234,931	241,539
Other deposits and prepaids	24	44
TOTAL ASSETS	1,087,319	1,103,354
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	42,921	52,364
Pension deferrals	13,506	9,093
TOTAL DEFERRED OUTFLOWS OF RESOURCES	56,427	61,457
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,143,746	\$ 1,164,811

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	December 31,	
	2017	2016
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 32,333	\$ 20,031
Member advances	1,068	993
Operating reserves	21,047	19,648
Current portion of long-term debt	41,870	39,705
Accrued interest payable	8,948	9,738
TOTAL CURRENT LIABILITIES	105,266	90,115
NON-CURRENT LIABILITIES		
Net pension liability	64,589	57,774
Operating reserves and other deposits	150,259	140,052
Interest rate swap liability	15,930	17,490
Long-term debt, net	705,153	748,515
TOTAL NON-CURRENT LIABILITIES	935,931	963,831
TOTAL LIABILITIES	1,041,197	1,053,946
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	72,276	72,782
Pension deferrals	4,460	6,599
TOTAL DEFERRED INFLOWS OF RESOURCES	76,736	79,381
NET POSITION		
Net investment in capital assets	(53,818)	(53,786)
Restricted	52,350	50,118
Unrestricted	27,281	35,152
TOTAL NET POSITION	25,813	31,484
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,143,746	\$ 1,164,811

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

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

UNAUDITED

	Six Months Ended December 31,	
	2017	2016
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 175,304	\$ 173,681
Other Third-Party	133,237	67,588
TOTAL OPERATING REVENUES	308,541	241,269
OPERATING EXPENSES		
Purchased power	142,334	109,381
Operations	38,292	26,851
Transmission	72,744	46,766
Depreciation	15,491	15,373
Maintenance	10,886	7,398
Administrative and general	8,718	8,927
TOTAL OPERATING EXPENSES	288,465	214,696
NET OPERATING REVENUES	20,076	26,573
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(21,971)	(16,338)
Interest income	3,269	101
Other	2,429	7,812
TOTAL NON OPERATING EXPENSES	(16,273)	(8,425)
FUTURE RECOVERABLE AMOUNTS	(1,314)	(7,980)
REFUNDS TO PARTICIPANTS	(10,736)	(6,647)
INCREASE (DECREASE) IN NET POSITION	(8,247)	3,521
NET POSITION, Beginning of year	34,060	27,963
NET POSITION, Period ended	\$ 25,813	\$ 31,484

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

December 31, 2017

GENERATING & TRANSMISSION RESOURCES																				
Geothermal		Hydroelectric		Multiple Capital Facilities		CT		Lodi Energy Center		Transmission No. One		Purchased Power & Transmission		Associated Member Services		Other Agency		Combined		
	\$	1	\$	-	\$	1	\$	1	\$	72	\$	-	\$	-	\$	63	\$	14,938	\$	15,076
Cash and cash equivalents		-		-		-		-		-		-		-		-		55,259		55,259
Investments		-		-		-		-		-		-		-		-		-		-
Accounts receivable		-		-		-		-		-		-		-		-		1		1
Participants		-		-		-		-		-		-		-		-		162		464
Other		-		-		-		-		-		-		-		-		188		256
Interest receivable		-		-		-		-		-		-		-		-		-		-
Inventory and supplies		4,616		1,079		642		1,405		2,110		-		-		-		-		9,852
Prepaid expenses		-		-		-		-		-		-		-		18		260		278
Due from Agency and other programs*		17,344		7,163		2,298		(1,095)		20,598		-		13,114		4,823		(64,245)		-
TOTAL CURRENT ASSETS		21,961		8,242		2,941		311		22,780		-		13,484		4,904		6,563		81,186
RESTRICTED ASSETS																				
Cash and cash equivalents		1,811		12,849		1,016		-		1,790		-		8,534		-		32,131		58,131
Investments		25,305		37,661		2,991		-		28,983		-		18,676		-		53,175		166,791
Interest receivable		53		156		16		-		82		-		-		-		249		556
TOTAL RESTRICTED ASSETS		27,169		50,666		4,023		-		30,855		-		27,210		-		85,555		225,478
ELECTRIC PLANT																				
Electric plant in service		570,163		394,691		64,842		36,498		423,793		7,736		-		663		5,367		1,503,753
Less: accumulated depreciation		(533,868)		(257,426)		(47,262)		(34,387)		(74,247)		(7,736)		-		(381)		(2,897)		(958,204)
		36,295		137,265		17,580		2,111		349,546		-		-		282		2,470		545,549
Construction work-in-progress		-		-		-		-		107		-		-		-		44		151
TOTAL ELECTRIC PLANT		36,295		137,265		17,580		2,111		349,653		-		-		282		2,514		545,700
OTHER ASSETS																				
Regulatory assets		836		143,425		11,557		-		22,734		-		-		-		56,379		234,931
Other deposits and prepaids		14		-		-		-		-		-		-		-		10		24
TOTAL ASSETS		86,275		339,598		36,101		2,422		426,022		-		40,694		5,186		151,021		1,087,319
DEFERRED OUTFLOWS OF RESOURCES																				
Excess cost on refunding of debt		1,831		40,135		955		-		-		-		-		-		-		42,921
Pension deferrals		-		-		-		-		-		-		-		-		13,506		13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES		1,831		40,135		955		-		-		-		-		-		13,506		56,427
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES		\$ 88,106		\$ 379,733		\$ 37,056		\$ 2,422		\$ 426,022		\$ -		\$ 40,694		\$ 5,186		\$ 164,527		\$ 1,143,746

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

December 31, 2017

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable and accrued expenses	\$ 304	\$ 500	\$ 6	\$ 21	\$ 3,640	\$ -	\$ 22,592	\$ -	\$ 5,270	\$ 32,333	
Member advances	791	-	-	-	-	-	-	277	-	1,068	
Operating reserves	6,214	250	513	694	13,376	-	-	-	-	21,047	
Current portion of long-term debt	4,910	22,610	3,995	-	10,355	-	-	-	-	41,870	
Accrued interest payable	350	6,567	704	-	1,327	-	-	-	-	8,948	
TOTAL CURRENT LIABILITIES	12,569	29,927	5,218	715	28,698	-	22,592	277	5,270	105,266	
NON-CURRENT LIABILITIES											
Net pension liability	-	-	-	-	-	-	-	-	-	64,589	
Operating reserves and other deposits	18,757	16,550	-	-	1,716	-	27,278	406	85,552	150,259	
Interest rate swap liability	-	15,930	-	-	-	-	-	-	-	15,930	
Long-term debt, net	24,520	309,588	30,318	-	340,727	-	-	-	-	705,153	
TOTAL NON-CURRENT LIABILITIES	43,277	342,068	30,318	-	342,443	-	27,278	406	150,141	935,931	
TOTAL LIABILITIES	55,846	371,995	35,536	715	371,141	-	49,870	683	155,411	1,041,197	
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	19,991	4,192	972	2,271	41,657	-	-	283	2,910	72,276	
Pension deferrals	-	-	-	-	-	-	-	-	4,460	4,460	
TOTAL DEFERRED INFLOWS OF RESOURCES	19,991	4,192	972	2,271	41,657	-	-	283	7,370	76,736	
NET POSITION											
Net investment in capital assets	(4,641)	(26,883)	(5,149)	-	(17,981)	-	-	-	836	(53,818)	
Restricted	7,179	23,478	3,319	-	18,371	-	-	-	3	52,350	
Unrestricted	9,731	6,951	2,378	(564)	12,834	-	(9,176)	4,220	907	27,281	
TOTAL NET POSITION	12,269	3,546	548	(564)	13,224	-	(9,176)	4,220	1,746	25,813	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 88,106	\$ 379,733	\$ 37,056	\$ 2,422	\$ 426,022	\$ -	\$ 40,694	\$ 5,186	\$ 164,527	\$ 1,143,746	

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 Six Months Ended December 31, 2017

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										
Other Third-Party	\$ 85	\$ 3,674	\$ 2,998	\$ 105	\$ 17,560	\$ -	\$ 141,669	\$ 9,021	\$ 192	\$ 175,304
	15,870	16,357	1,157	1,520	32,588	-	65,224	521	-	133,237
TOTAL OPERATING REVENUES	15,955	20,031	4,155	1,625	50,148	-	206,893	9,542	192	308,541
OPERATING EXPENSES										
Purchased power	-	-	-	-	2,755	-	139,579	-	-	142,334
Operations	7,157	1,877	1,040	1,071	20,918	-	1,809	4,420	-	38,292
Transmission	293	1,044	383	296	574	-	70,152	2	-	72,744
Depreciation	1,949	4,863	1,105	92	7,306	-	-	24	152	15,491
Maintenance	2,224	5,727	281	786	1,840	-	-	28	-	10,886
Administrative and general	2,768	1,566	369	416	2,127	-	-	3,293	(1,821)	8,718
Intercompany (sales) purchases, net*	(303)	125	30	56	130	-	-	(38)	-	-
TOTAL OPERATING EXPENSES	14,088	15,202	3,208	2,717	35,650	-	211,540	7,729	(1,669)	288,465
NET OPERATING REVENUES	1,867	4,829	947	(1,092)	14,498	-	(4,647)	1,813	1,861	20,076
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(350)	(11,955)	(1,865)	-	(7,801)	-	-	-	-	(21,971)
Interest income	558	396	(16)	-	399	-	443	23	1,466	3,269
Other	1	63	782	-	1,319	-	-	2	262	2,429
TOTAL NON OPERATING (EXPENSES) REVENUES	209	(11,496)	(1,099)	-	(6,083)	-	443	25	1,728	(16,273)
FUTURE RECOVERABLE AMOUNTS	103	(2,584)	86	-	1,082	249	-	-	(250)	(1,314)
REFUNDS TO PARTICIPANTS	(2,983)	(1,000)	(151)	428	(2,481)	-	(1,204)	(2,110)	(1,235)	(10,736)
INCREASE (DECREASE) IN NET POSITION	(804)	(10,251)	(217)	(664)	7,016	249	(5,408)	(272)	2,104	(8,247)
NET POSITION, Beginning of year	13,073	13,797	765	100	6,208	(249)	(3,768)	4,492	(358)	34,060
NET POSITION, Period ended	\$ 12,269	\$ 3,546	\$ 548	\$ (564)	\$ 13,224	\$ -	\$ (9,176)	\$ 4,220	\$ 1,746	\$ 25,813

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
December 31, 2017

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 464,583
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 464,583</u>

NOTE: All amounts invoiced or credited to members and others are project/program specific.
NCPA does not apply any credits issued to outstanding invoices unless directed.

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

**Schedule of Disbursements
(Unaudited)**

For the Month of December 2017

Operations:

Geothermal	\$ 1,332,154
Hydroelectric	4,444,889
CT#1 Combustion Turbines	175,386
CT#2 STIG	568,190
Lodi Energy Center	5,572,282
NCPA Operating	<u>21,496,342</u>
Total	<u><u>\$ 33,589,243</u></u>



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Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Treasurer's Report for Month Ended November 30, 2017

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Agency 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 \$4,134,263 of which approximately \$33,340 was applicable to Special and Reserve Fund Deposits, \$3,137 to Debt Service and \$4,097,786 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 \$296,080,066 at month end. The current market value of the portfolio totaled \$293,796,961.

The overall portfolio had a combined weighted average interest rate of 1.270% with a bond equivalent yield (yield to maturity) of 1.288%. Investments with a maturity greater than one year totaled \$148,912,000. November maturities totaled \$25 million and monthly receipts totaled \$36 million. During the month \$32 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 19 basis points (from 1.11% to 1.30%) and rates on one year T-Bills increased 19 basis points (from 1.43% to 1.62%).

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2017 are in compliance with the Agency'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 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

Attachment

SR: 107:18

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

NOVEMBER 30, 2017

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
November 30, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,707,391	\$ 99,425,638	101,133,029	33.69%
Special Deposits	1,411,142	-	1,411,142	0.47%
Construction	979,253	3,973,745	4,952,998	1.65%
Debt Service	3,137	35,236,156	35,239,293	11.74%
Special & Reserve	33,340	157,444,527	157,477,867	52.46%
	<u>\$ 4,134,263</u>	<u>\$ 296,080,066</u>	<u>\$ 300,214,329</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 293,796,961</u>
---------------------------------------	-----------------------

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
November 30, 2017**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 31,257,098	\$ 159,506	\$ 15,843,606	\$ (18,454,374)	\$ (14,515,242)	\$ (13,508,017)	\$ 782,577
Special Deposits	4,305,069	7	-	(8,753,370)	-	4,448,905	611
Construction	-	12,423	964,000	-	-	-	976,423
Debt Service	-	-	2,209,000	-	(11,369,197)	9,161,588	1,391
Special & Reserve	-	301,852	6,277,541	-	(6,472,623)	(102,476)	4,294
	<u>\$ 35,562,167</u>	<u>\$ 473,788</u>	<u>\$ 25,294,147</u>	<u>\$ (27,207,744)</u>	<u>\$ (32,357,062)</u>	<u>\$ 0</u>	<u>\$ 1,765,296</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
November 30, 2017**

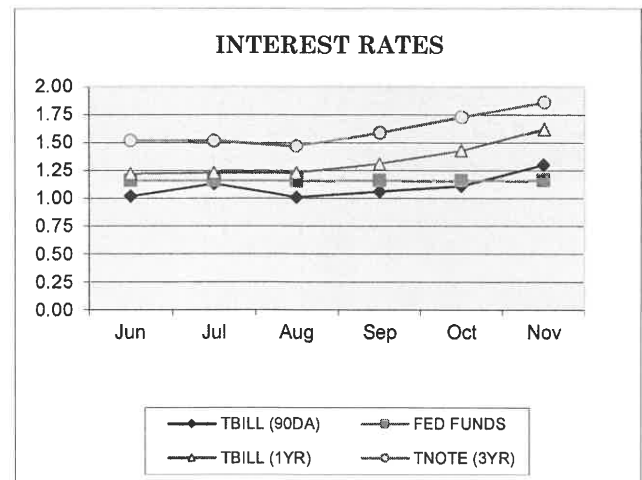
			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 14,515,242	\$ (15,843,606)	\$ (1,717)	\$ -	\$ -	\$ (1,330,081)
Special Deposits	-	-	-	-	-	-
Construction	-	(964,000)	200	-	-	(963,800)
Debt Service	11,369,197	(2,209,000)	23,055	-	-	9,183,252
Special & Reserve	6,472,623	(6,277,541)	(7,550)	-	-	187,532
	<u>\$ 32,357,062</u>	<u>\$ (25,294,147)</u>	<u>\$ 13,988</u>	<u>\$ -</u>	<u>\$ -</u>	<u>7,076,903</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(13,988)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 7,062,915</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
November 30, 2017

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.270%	1.288%
OPERATING FUNDS:	1.300%	1.254%
PROJECTS:		
Geothermal	1.641%	1.662%
Capital Facilities		1.631%
Hydroelectric	1.339%	1.312%
Lodi Energy Center	1.394%	1.129%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	1.16%	0.41%
T-Bills (90da.)	1.30%	0.49%
Agency Disc (90da.)	1.28%	0.51%
T-Bills (1yr.)	1.62%	0.79%
Agency Disc (1yr.)	1.49%	0.71%
T-Notes (3yr.)	1.86%	1.38%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
November 30, 2017**

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	\$ 8,858	\$ 21,976	\$4,560	\$ 3,993	\$ 21,308	\$ 142,902	\$ -	\$ 203,597	68.46%
Corporate Bonds (MTN)	-	-	-	-	-	6,010	-	\$ 6,010	2.02%
US Bank Trust Money Market	7,564	-	-	-	-	-	-	7,564	2.54%
Commercial Paper	26,241	-	-	-	-	-	-	26,241	8.82%
Investment Trusts (LAIF)	52,199	-	-	-	-	-	-	52,199	17.55%
U.S.Treasury Market Acct. *	1,794	-	-	-	-	-	-	1,794	0.60%
U.S.Treasury Bill	-	-	-	-	-	-	-	-	0.00%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 96,656	\$21,986	\$4,560	\$3,993	\$21,308	\$148,912	\$0	\$ 297,415	100.00%
Total Percents	32.50%	7.39%	1.53%	1.34%	7.16%	50.07%	0.00%	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.**



Northern California Power Agency
Treasurer's Report
11/30/2017

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	24,502,900	0.850	11/26/2014	24,502,900		1	0.850	24,502,900	SYS70101	70101	24,502,900
Local Agency Investm	LAIF	13,902,418	1.073	07/01/2013	13,902,418		1	1.073	13,902,418	SYS70000	70000	13,902,418
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70014	70014	0
US Bank	USB	1,707,389	0.001	06/30/2013	1,707,389		1	0.001	1,707,389	SYS70050	70050	1,707,389
US Bank	USB	1,737,946	0.600	08/24/2017	1,737,946		1	0.600	1,737,946	SYS70056	70056	1,737,946
US Bank	USB	10,000	0.050	10/07/2017	10,000	01/07/2018	37	0.050	10,000	SYS30305	30305	10,000
Federal Home Loan Ba	UBOC	2,892,000	1.265	11/30/2017	2,883,362	02/23/2018	84	1.286	2,883,237	313385TLO	26500	2,883,464
Federal Farm Credit	UBOC	3,626,000	1.290	12/21/2015	3,624,948	11/19/2018	353	1.300	3,614,796	3133EFPJ0	26280	3,625,651
Federal Home Loan Mt	UBOC	9,870,000	1.750	06/09/2015	9,983,900	05/30/2019	545	1.450	9,865,953	3137EADG1	26231	9,912,901
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	959	1.490	4,934,056	3130ABTW6	26466	4,988,997
Federal Home Loan Ba	UBOC	7,785,000	1.400	07/19/2016	7,781,108	01/19/2021	1,145	1.411	7,611,395	3130A8P80	26355	7,782,290
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	1,333	1.620	2,568,018	3133EHSR5	26465	2,611,137
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	1,361	1.500	3,403,890	3134GAVH4	26385	3,500,000
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,517	2.200	199,681	3134GATV2	26403	202,000
Fund Total and Average		\$ 77,312,653	1.183		\$ 77,438,128		378	1.137	\$ 76,941,679			\$ 77,367,093

MPP GHG Auction Acct

Local Agency Investm		62,578	1.073	07/01/2013	62,578		1	1.073	62,578	SYS70045	70045	62,578
Fund Total and Average		\$ 62,578	1.074		\$ 62,578		1	1.074	\$ 62,578			\$ 62,578

SCPA Balancing Account

Local Agency Investm	LAIF	4,954,628	1.073	07/01/2013	4,954,628		1	1.073	4,954,628	SYS70022	70022	4,954,628
Union Bank of Califo	UBOC	0	0.005	07/01/2013	0		1	0.005	0	SYS70023	70023	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70058	70058	0
Federal Home Loan Ba	UBOC	4,510,000	1.000	04/27/2015	4,510,000	04/27/2018	147	1.000	4,502,649	3130A55T2	26223	4,510,000
Federal National Mtg	UBOC	3,962,000	1.625	12/18/2014	4,000,630	11/27/2018	361	1.369	3,960,534	3135GOYT4	26187	3,971,691
Federal National Mtg	UBOC	5,098,000	1.350	04/28/2016	5,098,000	10/28/2019	696	1.350	5,038,353	3135G0J95	26330	5,098,000
Federal National Mtg	UBOC	5,097,000	1.350	07/28/2016	5,097,000	07/28/2020	970	1.350	4,944,804	3136G3T39	26357	5,097,000
Fund Total and Average		\$ 23,621,628	1.272		\$ 23,660,258		448	1.229	\$ 23,400,968			\$ 23,631,319

General Operating Reserve

Local Agency Investm	LAIF	27,332,409	1.073	07/01/2013	27,332,409		1	1.073	27,332,409	SYS70000	70002	27,332,409
Union Bank of Califo	UBOC	86,624	0.002	07/01/2013	86,624		1	0.002	86,624	SYS70019	70019	86,624
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0

Northern California Power Agency
Treasurer's Report

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	361	1.450	5,967,791	3135GOYT4	26188	5,979,995
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	725	1.430	4,974,328	3135GOZY2	26246	5,012,586
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	1,145	1.463	4,188,630	3133EGMP7	26356	4,282,015
Federal Home Loan Ba	UBOC	16,720,000	1.400	07/19/2016	16,711,640	01/19/2021	1,145	1.411	16,347,144	3130A8P80	26354	16,714,179
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,271	1.625	5,031,143	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	1,274	1.500	1,273,662	3136G3W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,279	1.690	10,450,220	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,517	2.200	461,639	3134GAV92	26402	467,000
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,652	1.760	3,586,241	313379Q69	26467	3,631,343
Fund Total and Average		\$ 80,509,033	1.420		\$ 80,661,013		724	1.374	\$ 79,679,831			\$ 80,597,151
GRAND TOTALS:		\$ 181,505,892	1.300		\$ 181,821,977		541	1.254	\$ 180,085,056.			\$ 181,658,141

*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 11/30/2017

Investment #26330 FNMA Callable quarterly
Investment #26332 FNMA Callable quarterly
Investment #26335 FFCB Callable anytime
Investment #26354 FHLB Callable anytime
Investment #26355 FHLB Callable anytime
Investment #26356 FFCB Callable anytime
Investment #26357 FNMA Callable quarterly
Investment #26368 FNMA Callable quarterly
Investment #26385 FHLMC Callable quarterly
Investment #26402 FHLMC Callable 1/26/18, then quarterly
Investment #26403 FHLMC Callable 1/26/18, then quarterly



Northern California Power Agency
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11/30/2017

Geothermal Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	235,000	1.059	10/24/2017	234,550	12/28/2017	27	1.076	234,796	313385RB4	26484	234,813
Federal Home Loan Ba	USBT	234,000	1.149	11/28/2017	233,768	12/29/2017	28	1.167	233,789	313385RC2	26494	233,791
Federal Home Loan Ba	USBT	240,000	1.080	07/28/2017	238,862	01/02/2018	32	1.100	239,734	313385RG3A	26441	239,770
Federal Home Loan Ba	USBT	235,000	1.021	08/28/2017	234,153	01/02/2018	32	1.039	234,739	313385RG3A	26468	234,787
Federal Home Loan Ba	USBT	234,000	1.030	09/27/2017	233,351	01/02/2018	32	1.047	233,740	313385RG3A	26476	233,786
Fund Total and Average		\$ 1,178,000	1.068		\$ 1,174,684		30	1.086	\$ 1,176,798			\$ 1,176,947

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	123,000	1.149	11/28/2017	122,878	12/29/2017	28	1.167	122,889	313385RC2	26495	122,890
Federal Home Loan Ba	USBT	128,000	1.080	07/28/2017	127,393	01/02/2018	32	1.100	127,858	313385RG3A	26442	127,877
Federal Home Loan Ba	USBT	123,000	1.030	08/29/2017	122,557	01/02/2018	32	1.048	122,863	313385RG3A	26469	122,887
Federal Home Loan Ba	USBT	123,000	1.030	09/27/2017	122,659	01/02/2018	32	1.047	122,863	313385RG3A	26477	122,887
Federal Home Loan Ba	USBT	124,000	1.070	10/24/2017	123,742	01/02/2018	32	1.087	123,862	313385RG3A	26491	123,882
Fund Total and Average		\$ 621,000	1.072		\$ 619,229		31	1.090	\$ 620,335			\$ 620,423

Geo 2016A Debt Service

U.S. Treasury	USBT	58,000	1.039	07/28/2017	57,744	12/28/2017	27	1.059	57,951	912796MJ5	26443	57,955
U.S. Treasury	USBT	55,000	0.987	08/29/2017	54,817	12/28/2017	27	1.004	54,954	912796MJ5	26470	54,959
U.S. Treasury	USBT	54,000	0.950	09/27/2017	53,869	12/28/2017	27	0.965	53,955	912796MJ5	26478	53,962
U.S. Treasury	USBT	55,000	0.949	10/24/2017	54,906	12/28/2017	27	0.964	54,954	912796MJ5	26492	54,961
U.S. Treasury	USBT	54,000	1.082	11/28/2017	53,951	12/28/2017	27	1.098	53,955	912796MJ5	26501	53,956
Fund Total and Average		\$ 276,000	1.002		\$ 275,287		27	1.019	\$ 275,769			\$ 275,793

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70032	70032	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70063	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	360	1.150	1,492,350	3134G8KVO	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		360	1.150	\$ 1,492,350			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	422,705	1.073	07/01/2013	422,705		1	1.073	422,705	SYS70027	70027	422,705
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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
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70034	70034	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70059	70059	0
Federal National Mtg	UBOC	9,700,000	1.500	08/30/2016	9,700,000	05/28/2021	1,274	1.500	9,503,478	3136G33W3	26369	9,700,000
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,517	2.200	930,197	3134GAV92	26404	941,000
Apple Inc.	UBOC	6,010,000	2.300	11/29/2017	6,002,367	05/11/2022	1,622	2.330	5,973,940	037833CQ1	26499	6,002,377
Fund Total and Average		\$ 17,073,705	1.809		\$ 17,066,072		1378	1.820	\$ 16,830,320			\$ 17,066,082

GEO Debt Service Reserve Acct

U.S. Treasury	USB	31,000	1.060	07/28/2017	30,828	02/01/2018	62	1.080	30,940	912796LJ6	26449	30,943
U.S. Treasury	USB	16,000	1.099	11/28/2017	15,968	02/01/2018	62	1.116	15,969	912796LJ6	26498	15,970
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	545	1.354	906,628	3137EADG1	26228	912,205
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	670	1.530	2,488,190	3137EADM8	26197	2,502,554
Fund Total and Average		\$ 3,469,000	1.379		\$ 3,451,521		629	1.478	\$ 3,441,727			\$ 3,461,672

Geo 2012A DSR Account

U.S. Treasury	USB	28,000	1.040	07/28/2017	27,876	12/28/2017	27	1.059	27,976	912796MJ5	26450	27,978
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,271	1.625	1,478,544	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,545,000	1.614		\$ 1,544,876		1248	1.615	\$ 1,506,520			\$ 1,544,978
GRAND TOTALS:		\$ 25,662,705	1.641		\$ 25,631,669		1101	1.662	\$ 25,343,819.			\$ 25,645,895

*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 11/30/2017

Investment #26302 FHLMC Callable quarterly
Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26404 FHLMC Callable 1/26/18, then quarterly
Investment #26499 Apple Inc. Callable anytime



Northern California Power Agency
Treasurer's Report

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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	3,859,033	1.073	07/01/2013	3,859,033		1	1.073	3,859,033	SYS70028	70028	3,859,033
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70052	70052	0
Federal Home Loan Mt	UBOC	3,993,000	0.950	06/29/2016	3,993,000	06/29/2018	210	0.950	3,978,226	3134G9A80	26339	3,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/26/2018	360	1.150	3,204,573	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	759	1.350	5,255,628	3136G3VH5	26340	5,320,000
Fund Total and Average		\$ 16,393,033	1.148		\$ 16,393,033		368	1.148	\$ 16,297,460			\$ 16,393,033

Hydro Initial Facilities

Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	361	1.450	1,528,434	3135GOYT4	26189	1,531,559
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	417	1.060	2,424,498	3133EFVQ7	26300	2,442,186
Fund Total and Average		\$ 3,966,000	1.395		\$ 3,989,745		395	1.210	\$ 3,952,932			\$ 3,973,745

Hydro Debt Service

Federal Home Loan Ba	USBT	2,956,000	1.150	11/28/2017	2,953,073	12/29/2017	28	1.167	2,953,340	313385RC2	26493	2,953,356
Federal Home Loan Ba	USBT	2,994,000	1.080	07/28/2017	2,979,808	01/02/2018	32	1.100	2,990,677	313385RG3A	26444	2,991,126
Federal Home Loan Ba	USBT	2,965,000	1.030	08/29/2017	2,954,311	01/02/2018	32	1.048	2,961,709	313385RG3A	26471	2,962,285
Federal Home Loan Ba	USBT	2,962,000	1.030	09/27/2017	2,953,780	01/02/2018	32	1.047	2,958,712	313385RG3A	26475	2,959,288
Federal Home Loan Ba	USBT	2,960,000	1.069	10/24/2017	2,953,842	01/02/2018	32	1.087	2,956,714	313385RG3A	26485	2,957,185
Fund Total and Average		\$ 14,837,000	1.072		\$ 14,794,814		31	1.090	\$ 14,821,152			\$ 14,823,240

Hydro Debt Service Resrv 2010A

U.S. Treasury	USB	50,000	1.159	08/29/2017	49,568	05/24/2018	174	1.183	49,663	912796MB2	26473	49,720
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	577	1.400	140,312	3133XU3G6	26451	141,251
Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	977	1.680	5,492,676	3133EE5Z9	26243	5,537,862
Fund Total and Average		\$ 5,713,000	1.810		\$ 5,738,356		960	1.669	\$ 5,682,651			\$ 5,728,833

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	1,347	1.790	684,515	3134G93A3	26432	691,060
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		1347	1.790	\$ 684,515			\$ 691,060

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Hydro Special Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hydro Special Reserve												
Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70033	70033	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70064	70064	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	360	1.150	1,492,350	3134G8KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		360	1.150	\$ 1,492,350			\$ 1,500,000

Hydro 2012 DSRA

U.S. Treasury	USB	96,000	1.060	07/28/2017	95,469	02/01/2018	62	1.080	95,813	912796LJ6	26452	95,825
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	977	1.680	99,361	3133EE5Z9	26244	100,178
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,335	1.530	91,136	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,504	2.380	3,966,848	3137EADB2	25852	3,927,267
Fund Total and Average		\$ 4,218,000	2.311		\$ 4,216,030		1455	2.315	\$ 4,253,158			\$ 4,217,270
GRAND TOTALS:		\$ 47,316,033	1.339		\$ 47,323,369		448	1.312	\$ 47,184,218.			\$ 47,327,181

*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 11/30/2017

Investment #26303 FHLMC Callable quarterly
Investment #26339 FHLMC Callable quarterly
Investment #26340 FNMA Callable quarterly
Investment #26359 FNMA Callable quarterly



Northern California Power Agency
Treasurer's Report

11/30/2017

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		72,037	1.073	07/01/2013	72,037		1	1.073	72,037	SYS70046	70046	72,037
Fund Total and Average		\$ 72,037	1.074		\$ 72,037		1	1.074	\$ 72,037			\$ 72,037

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	1,389,252	0.100	07/01/2013	1,389,252		1	0.100	1,389,252	SYS79003	79003	1,389,252
Federal Home Loan Ba	USBT	701,000	1.050	06/30/2017	697,851	12/01/2017	0	1.069	701,000	313385PY6	26436	701,000
Federal Home Loan Ba	USBT	696,000	1.070	07/28/2017	693,393	12/01/2017	0	1.088	696,000	313385PY6	26445	696,000
Federal Home Loan Ba	USBT	694,000	1.015	09/27/2017	692,728	12/01/2017	0	1.030	694,000	313385PY6	26480	694,000
Federal Home Loan Ba	USBT	694,000	1.014	10/24/2017	693,256	12/01/2017	0	1.030	694,000	313385PY6	26487	694,000
Fund Total and Average		\$ 4,174,252	0.726		\$ 4,166,480		0	0.737	\$ 4,174,252			\$ 4,174,252

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	3,548,295	0.100	07/01/2013	3,548,295		1	0.100	3,548,295	SYS79004	79004	3,548,295
Federal Home Loan Ba	USBT	732,000	1.050	06/30/2017	728,712	12/01/2017	0	1.069	732,000	313385PY6	26437	732,000
Federal Home Loan Ba	USBT	729,000	1.070	07/28/2017	726,270	12/01/2017	0	1.088	729,000	313385PY6	26446	729,000
Federal Home Loan Ba	USBT	727,000	1.015	09/27/2017	725,668	12/01/2017	0	1.030	727,000	313385PY6	26481	727,000
Federal Home Loan Ba	USBT	726,000	1.015	10/24/2017	725,222	12/01/2017	0	1.030	726,000	313385PY6	26488	726,000
Fund Total and Average		\$ 6,462,295	0.523		\$ 6,454,167		1	0.531	\$ 6,462,295			\$ 6,462,295

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	876,377	0.100	07/01/2013	876,377		1	0.100	876,377	SYS79011	79011	876,377
Federal Home Loan Ba	USBT	442,000	1.050	06/30/2017	440,015	12/01/2017	0	1.069	442,000	313385PY6	26438	442,000
Federal Home Loan Ba	USBT	439,000	1.070	07/28/2017	437,356	12/01/2017	0	1.088	439,000	313385PY6	26447	439,000
Federal Home Loan Ba	USBT	439,000	1.015	09/27/2017	438,195	12/01/2017	0	1.030	439,000	313385PY6	26482	439,000
Federal Home Loan Ba	USBT	437,000	1.015	10/24/2017	436,532	12/01/2017	0	1.030	437,000	313385PY6	26489	437,000
Fund Total and Average		\$ 2,633,377	0.726		\$ 2,628,475		0	0.737	\$ 2,633,377			\$ 2,633,377

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,705,430	0.100	07/01/2013	1,705,430		1	0.100	1,705,430	SYS79012	79012	1,705,430
Federal Home Loan Ba	USBT	353,000	1.050	06/30/2017	351,414	12/01/2017	0	1.069	353,000	313385PY6	26439	353,000
Federal Home Loan Ba	USBT	350,000	1.070	07/28/2017	348,689	12/01/2017	0	1.088	350,000	313385PY6	26448	350,000
Federal Home Loan Ba	USBT	350,000	1.015	09/27/2017	349,359	12/01/2017	0	1.030	350,000	313385PY6	26483	350,000



Northern California Power Agency
Treasurer's Report
11/30/2017

Cap Facilities Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	495,000	1.055	08/28/2017	492,810	01/26/2018	56	1.074	494,040	313385SG2	26461	494,188
Federal Home Loan Ba	USBT	490,000	1.220	11/27/2017	488,954	01/29/2018	59	1.239	488,996	313385SK3	26497	489,020
Federal Home Loan Ba	USBT	491,000	1.050	09/27/2017	489,181	02/01/2018	62	1.068	489,900	313385SN7A	26479	490,112
Federal Home Loan Ba	USBT	490,000	1.089	10/24/2017	488,516	02/01/2018	62	1.108	488,902	313385SN7A	26486	489,080
Fund Total and Average		\$ 1,966,000	1.104		\$ 1,959,461		60	1.123	\$ 1,961,838			\$ 1,962,400

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	35,000	1.040	07/28/2017	34,845	12/28/2017	27	1.059	34,971	912796MJ5	26453	34,973
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,335	1.530	68,837	3136G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,504	2.340	1,457,271	3137EADB2	25845	1,444,839
Fund Total and Average		\$ 1,549,000	2.306		\$ 1,553,275		1463	2.274	\$ 1,561,079			\$ 1,550,812

GRAND TOTALS: **\$ 3,515,000** **1.634** **\$ 3,512,736** **679** **1.631** **\$ 3,522,917.** **\$ 3,513,212**

*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 11/30/2017
 Investment #26358 FNMA Callable quarterly



Northern California Power Agency
Treasurer's Report

11/30/2017

LEC Issue #2 2010B DS 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	USBT	349,000	1.014	10/24/2017	348,626	12/01/2017	0	1.030	349,000	313385PY6	26490	349,000
Fund Total and Average		\$ 3,107,430	0.523		\$ 3,103,518		1	0.531	\$ 3,107,430			\$ 3,107,430

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	40,512	0.100	07/01/2013	40,512		1	0.100	40,512	SYS79005	79005	40,512
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,271	1.659	4,287,450	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,350	1.699	144,911	3137EAEC9	26454	146,931
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,652	1.760	4,089,955	313379Q69	26463	4,164,617
Fund Total and Average		\$ 8,650,512	1.866		\$ 8,715,466		1449	1.701	\$ 8,562,828			\$ 8,712,060

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	1,494	0.100	07/01/2013	1,494		1	0.100	1,494	SYS79005	79006	1,494
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	924	1.540	2,218,702	313370E38	26455	2,242,043
Fund Total and Average		\$ 2,146,494	3.373		\$ 2,256,640		923	1.539	\$ 2,220,196			\$ 2,243,537

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	2,743	0.100	07/01/2013	2,743		1	0.100	2,743	SYS79013	79013	2,743
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	577	1.400	1,065,334	3133XU936	26456	1,072,465
Fund Total and Average		\$ 1,027,743	4.364		\$ 1,085,451		576	1.397	\$ 1,068,077			\$ 1,075,208

LEC O & M Reserve

Local Agency Investm		1,592,920	1.073	07/01/2013	1,592,920		1	1.073	1,592,920	SYS70047	70047	1,592,920
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	445	1.220	2,937,194	3135G0ZA4	26248	2,955,807
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	917	1.550	3,582,646	3130ABJQ0	26440	3,614,102
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	942	1.300	2,955,090	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,140,920	1.498		\$ 11,205,014		668	1.328	\$ 11,067,850			\$ 11,162,829

GRAND TOTALS:

		\$ 39,415,060	1.394		\$ 39,687,248		575	1.129	\$ 39,368,342.			\$ 39,643,025
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*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2017

Investment #26337 FFCB Callable anytime



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Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Treasurer's Report for Month Ended December 31, 2017

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"/>
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 Agency 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 \$9,987,946 of which approximately \$96,340 was applicable to Special and Reserve Fund Deposits, \$6,959,426 to Debt Service and \$2,932,180 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 \$285,265,049 at month end. The current market value of the portfolio totaled \$282,916,236.

The overall portfolio had a combined weighted average interest rate of 1.311% with a bond equivalent yield (yield to maturity) of 1.329%. Investments with a maturity greater than one year totaled \$148,912,000. December maturities totaled \$47 million and monthly receipts totaled \$33 million. During the month \$36 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 12 basis points (from 1.30% to 1.42%) and rates on one year T-Bills increased 14 basis points (from 1.62% to 1.76%).

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2017 are in compliance with the Agency'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 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

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

DECEMBER 31, 2017

TABLE OF CONTENTS

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INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
December 31, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,515,895	\$ 94,651,976	96,167,871	32.57%
Special Deposits	1,414,778	0	1,414,778	0.48%
Construction	1,507	4,951,905	4,953,412	1.68%
Debt Service	6,959,426	23,211,962	30,171,388	10.22%
Special & Reserve	96,340	162,449,206	162,545,546	55.05%
	<u>\$ 9,987,946</u>	<u>\$ 285,265,049</u>	<u>\$ 295,252,995</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u><u>\$ 282,916,236</u></u>
----------------------------------------------	------------------------------

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
December 31, 2017**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 33,119,092	\$ 15,160	\$ 26,809,473	\$ (18,611,275)	\$ (22,036,416)	\$ (19,487,530)	\$ (191,496)
Special Deposits	290,909	7	-	(8,892,091)	-	8,604,811	3,636
Construction	-	-	-	-	(977,746)	-	(977,746)
Debt Service	-	648	20,198,739	(11,145,539)	(8,156,234)	6,058,675	6,956,289
Special & Reserve	-	254,973	63,000	-	(5,079,017)	4,824,044	63,000
	<u>\$ 33,410,001</u>	<u>\$ 270,788</u>	<u>\$ 47,071,212</u>	<u>\$ (38,648,905)</u>	<u>\$ (36,249,413)</u>	<u>\$ -</u>	<u>\$ 5,853,683</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
December 31, 2017**

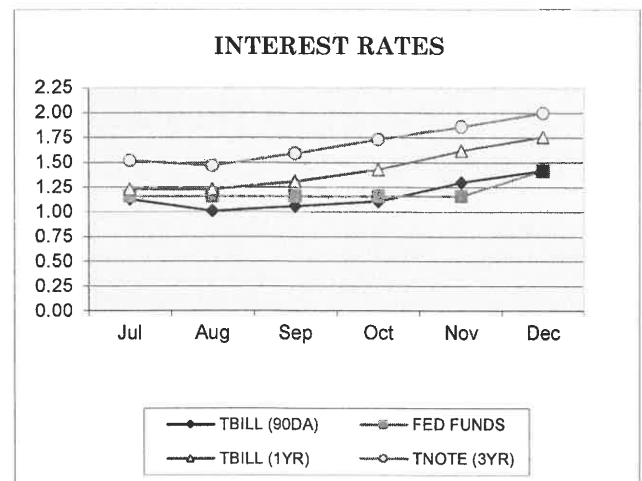
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 22,036,416	\$ (26,809,473)	\$ (604)	\$ -	\$ -	\$ (4,773,661)
Special Deposits	-	-	-	-	-	-
Construction	977,746	-	413	-	-	978,159
Debt Service	8,156,234	(20,198,739)	18,311	-	-	(12,024,194)
Special & Reserve	5,079,017	(63,000)	(11,339)	-	-	5,004,678
	<u>\$ 36,249,413</u>	<u>\$ (47,071,212)</u>	<u>\$ 6,781</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(10,815,018)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(6,781)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (10,821,799)</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
December 31, 2017**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.311%	1.329%
OPERATING FUNDS:	1.298%	1.252%
PROJECTS:		
Geothermal	1.647%	1.669%
Capital Facilities	1.594%	1.593%
Hydroelectric	1.351%	1.320%
Lodi Energy Center	1.796%	1.458%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	1.42%	0.66%
T-Bills (90da.)	1.42%	0.52%
Agency Disc (90da.)	1.38%	0.50%
T-Bills (1yr.)	1.76%	0.88%
Agency Disc (1yr.)	1.75%	0.71%
T-Notes (3yr.)	2.00%	1.55%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
December 31, 2017**

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	\$ 13,088	\$ 5,490	\$16,917	\$ 235	\$ 21,308	\$ 142,902	\$ -	\$ 199,940	69.80%
Corporate Bonds (MTN)	-	-	-	-	-	6,010	-	6,010	2.10%
US Bank Trust Money Market	127	-	-	-	-	-	-	127	0.04%
Commercial Paper	26,292	-	-	-	-	-	-	26,292	9.18%
Investment Trusts (LAIF)	52,199	-	-	-	-	-	-	52,199	18.22%
U.S.Treasury Market Acct. *	1,778	-	-	-	-	-	-	1,778	0.62%
U.S.Treasury Bill	-	-	97	-	-	-	-	97	0.03%
Certificates of Deposit	10	-	-	-	-	-	-	10	0.00%
Total Dollars	\$ 93,494	\$5,490	\$17,014	\$235	\$21,308	\$148,912	\$0	\$ 286,453	100.00%
Total Percents	32.64%	1.92%	5.94%	0.08%	7.44%	51.98%	0.00%	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.**



Northern California Power Agency
Treasurer's Report
12/31/2017

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	22,638,900	0.850	11/26/2014	22,638,900		1	0.850	22,638,900	SYS70101	70101	22,638,900
Local Agency Investm	LAIF	6,852,944	1.073	07/01/2013	6,852,944		1	1.073	6,852,944	SYS70000	70000	6,852,944
Union Bank of Calif	UBOC	257	0.002	07/01/2013	257		1	0.002	257	SYS70014	70014	257
US Bank	USB	1,515,893	0.001	06/30/2013	1,515,893		1	0.001	1,515,893	SYS70050	70050	1,515,893
US Bank	USB	3,652,642	0.600	08/24/2017	3,652,642		1	0.600	3,652,642	SYS70056	70056	3,652,642
US Bank	USB	10,000	0.050	10/07/2017	10,000	01/07/2018	6	0.050	10,000	SYS30305	30305	10,000
Federal Home Loan Ba	UBOC	2,892,000	1.265	11/30/2017	2,883,362	02/23/2018	53	1.286	2,886,476	313385TL0	26500	2,886,614
Federal Farm Credit	UBOC	3,626,000	1.290	12/21/2015	3,624,948	11/19/2018	322	1.300	3,608,341	31333EFPJ0	26280	3,625,681
Federal Home Loan Mt	UBOC	9,870,000	1.750	06/09/2015	9,983,900	05/30/2019	514	1.450	9,855,491	3137EADG1	26231	9,910,514
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	928	1.490	4,919,280	3130ABTW6	26466	4,988,553
Federal Home Loan Ba	UBOC	7,785,000	1.400	07/19/2016	7,781,108	01/19/2021	1,114	1.411	7,632,025	3130A8P80	26355	7,782,362
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	1,302	1.620	2,566,301	31333EHSR5	26485	2,610,929
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	1,330	1.500	3,400,600	3134GAVH4	26385	3,500,000
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,486	2.200	199,382	3134GAV92	26403	202,000

Fund Total and Average \$ 70,122,636 1.190 \$ 70,248,111 400 1.139 \$ 69,738,532 \$ 70,177,289

MPP GHG Auction Acct

Local Agency Investm		62,578	1.073	07/01/2013	62,578		1	1.073	62,578	SYS70045	70045	62,578
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Fund Total and Average \$ 62,578 1.074 \$ 62,578 1 1.074 \$ 62,578 \$ 62,578

SCPA Balancing Account

Local Agency Investm	LAIF	7,180,057	1.073	07/01/2013	7,180,057		1	1.073	7,180,057	SYS70022	70022	7,180,057
Union Bank of Calif	UBOC	34	0.005	07/01/2013	34		1	0.005	34	SYS70023	70023	34
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70058	70058	0
Federal Home Loan Ba	UBOC	4,510,000	1.000	04/27/2015	4,510,000	04/27/2018	116	1.000	4,503,280	3130A5ST2	26223	4,510,000
Federal National Mtg	UBOC	3,962,000	1.625	12/18/2014	4,000,630	11/27/2018	330	1.369	3,955,740	3135GOYT4	26187	3,970,875
Federal National Mtg	UBOC	5,098,000	1.350	04/28/2016	5,098,000	10/28/2019	665	1.350	5,033,001	3135G0J95	26330	5,098,000
Federal National Mtg	UBOC	5,097,000	1.350	07/28/2016	5,097,000	07/28/2020	939	1.350	4,942,408	3136G3T39	26357	5,097,000

Fund Total and Average \$ 25,847,091 1.254 \$ 25,885,721 387 1.215 \$ 25,614,520 \$ 25,855,966

General Operating Reserve

Local Agency Investm	LAIF	31,916,942	1.073	07/01/2013	31,916,942		1	1.073	31,916,942	SYS70000	70002	31,916,942
Union Bank of Calif	UBOC	214,434	0.002	07/01/2013	214,434		1	0.002	214,434	SYS70019	70019	214,434
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	330	1.450	5,960,567	3135GOYT4	26188	5,979,153
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	694	1.430	4,985,161	3135GOZY2	26246	5,011,303
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	1,114	1.463	4,191,373	3133EGMP7	26356	4,282,094
Federal Home Loan Ba	UBOC	16,720,000	1.400	07/19/2016	16,711,640	01/19/2021	1,114	1.411	16,391,452	3130A8P80	26354	16,714,334
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,240	1.625	5,062,683	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	1,243	1.500	1,271,855	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,248	1.690	10,444,374	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,486	2.200	460,948	3134GAV92	26402	467,000
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,621	1.760	3,551,048	313379Q69	26467	3,630,305
Fund Total and Average		\$ 85,221,376	1.399		\$ 85,373,356		665	1.356	\$ 84,430,837			\$ 85,306,565
GRAND TOTALS:		\$ 181,253,681	1.298		\$ 181,569,766		523	1.252	\$ 179,846,467.			\$ 181,402,398

*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 12/31/2017

Investment #26330 FNMA Callable quarterly
Investment #26332 FNMA Callable quarterly
Investment #26335 FFCB Callable anytime
Investment #26354 FHLB Callable anytime
Investment #26355 FHLB Callable anytime
Investment #26356 FFCB Callable anytime
Investment #26357 FNMA Callable quarterly
Investment #26368 FNMA Callable quarterly
Investment #26385 FHLMC Callable quarterly
Investment #26402 FHLMC Callable 1/26/18, then quarterly
Investment #26403 FHLMC Callable 1/26/18, then quarterly



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GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	CUSIP	Market Value	Investment #	Carrying Value
Federal Home Loan Ba	USB	888,000	1.420	12/06/2017	881,450	06/11/2018	161	1.450	313385XY7A	882,201	26502	882,361
Fund Total and Average		\$ 888,000	1.420		\$ 881,450		161	1.450		\$ 882,201		\$ 882,361

Geothermal Debt Service

Federal Home Loan Ba	USBT	240,000	1.080	07/28/2017	238,862	01/02/2018	1	1.100	313385RG3A	240,000	26441	239,993
Federal Home Loan Ba	USBT	235,000	1.021	08/28/2017	234,153	01/02/2018	1	1.039	313385RG3A	235,000	26468	234,993
Federal Home Loan Ba	USBT	234,000	1.030	09/27/2017	233,351	01/02/2018	1	1.047	313385RG3A	234,000	26476	233,993
Federal Home Loan Ba	USBT	235,000	1.420	12/28/2017	233,276	07/02/2018	182	1.450	313385YV2	233,012	26509	233,313
Fund Total and Average		\$ 944,000	1.137		\$ 939,642		46	1.159		\$ 942,012		\$ 942,292

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	128,000	1.080	07/28/2017	127,393	01/02/2018	1	1.100	313385RG3A	128,000	26442	127,996
Federal Home Loan Ba	USBT	123,000	1.030	08/29/2017	122,557	01/02/2018	1	1.048	313385RG3A	123,000	26469	122,996
Federal Home Loan Ba	USBT	123,000	1.030	09/27/2017	122,659	01/02/2018	1	1.047	313385RG3A	123,000	26477	122,996
Federal Home Loan Ba	USBT	124,000	1.070	10/24/2017	123,742	01/02/2018	1	1.087	313385RG3A	124,000	26491	123,996
Fund Total and Average		\$ 498,000	1.053		\$ 496,351		1	1.071		\$ 498,000		\$ 497,984

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	0	70032	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	0	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	0	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	329	1.150	1,491,675	1,491,675	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		329	1.150	\$ 1,491,675			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	572,633	1.073	07/01/2013	572,633		1	1.073	572,633	572,633	70027	572,633
Union Bank of Calif	UBOC	595	0.002	07/01/2013	595		1	0.002	595	595	70034	595
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	0	70059	0
Federal National Mtg	UBOC	9,700,000	1.500	08/30/2016	9,700,000	05/28/2021	1,243	1.500	9,489,995	9,489,995	3136C33W3	9,700,000
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,486	2.200	928,805	928,805	3134GAV92	941,000
Apple Inc.	UBOC	6,010,000	2.300	11/29/2017	6,002,367	05/11/2022	1,591	2.330	5,967,990	5,967,990	037833CO1	6,002,520
Fund Total and Average		\$ 17,224,228	1.803		\$ 17,216,595		1336	1.814	\$ 16,960,018			\$ 17,216,748

GEO Debt Service Reserve Acct

GEO Debt Service Reserve 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
U.S. Treasury	USB	31,000	1.060	07/28/2017	30,828	02/01/2018	31	1.080	30,967	912796LJ6	26449	30,972
U.S. Treasury	USB	16,000	1.099	11/28/2017	15,968	02/01/2018	31	1.116	15,983	912796LJ6	26498	15,985
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,866	05/30/2019	514	1.354	905,667	3137EADG1	26228	911,915
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	639	1.530	2,485,046	3137EADM8	26197	2,503,119
Fund Total and Average		\$ 3,469,000	1.379		\$ 3,451,521		598	1.478	\$ 3,437,663			\$ 3,461,991

Geo 2012A DSR Account

Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,240	1.625	1,487,813	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,517,000	1.625		\$ 1,517,000		1240	1.625	\$ 1,487,813			\$ 1,517,000
GRAND TOTALS:		\$ 26,040,228	1.647		\$ 26,002,559		1062	1.669	\$ 25,699,382.			\$ 26,018,376

*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 12/31/2017

Investment #26302 FHLMC Callable quarterly
Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26404 FHLMC Callable 1/26/18, then quarterly
Investment #26499 Apple Inc. Callable anytime



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Cap Facilities Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	495,000	1.055	08/28/2017	492,810	01/26/2018	25	1.074	494,574	313385SG2	26461	494,637
Federal Home Loan Ba	USBT	490,000	1.220	11/27/2017	488,954	01/29/2018	28	1.239	489,525	313385SK3	26497	489,535
Federal Home Loan Ba	USBT	489,000	1.264	12/28/2017	488,450	01/29/2018	28	1.284	488,526	313385SK3	26504	488,519
Federal Home Loan Ba	USBT	491,000	1.050	09/27/2017	489,181	02/01/2018	31	1.068	490,460	313385SN7A	26479	490,556
Federal Home Loan Ba	USBT	490,000	1.089	10/24/2017	488,516	02/01/2018	31	1.108	489,461	313385SN7A	26486	489,540
Fund Total and Average		\$ 2,455,000	1.136		\$ 2,447,911		29	1.155	\$ 2,452,546			\$ 2,452,787

Cap. Fac. Debt Svc Reserve

Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,304	1.530	68,778	3136G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,473	2.340	1,455,973	3137EADB2	25845	1,444,802
Fund Total and Average		\$ 1,514,000	2.335		\$ 1,518,430		1465	2.302	\$ 1,524,751			\$ 1,515,802
GRAND TOTALS:		\$ 3,969,000	1.594		\$ 3,966,341		577	1.593	\$ 3,977,297.			\$ 3,968,589

*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 12/31/2017
Investment #26358 FNMA Callable quarterly



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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	3,948,617	1.073	07/01/2013	3,948,617		1	1.073	3,948,617	SYS70028	70028	3,948,617
Union Bank of Califo	UBOC	18,968	0.002	07/01/2013	18,968		1	0.002	18,968	SYS70031	70031	18,968
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70052	70052	0
Federal Home Loan Mt	UBOC	3,993,000	0.950	06/29/2016	3,993,000	06/29/2018	179	0.950	3,978,266	3134G59A80	26339	3,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/26/2018	329	1.150	3,203,123	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	728	1.350	5,249,138	3136G3VH5	26340	5,320,000
Fund Total and Average		\$ 16,501,585	1.147		\$ 16,501,585		342	1.147	\$ 16,398,112			\$ 16,501,585

Hydro Initial Facilities

U.S. Treasury	USB	97,000	1.435	12/07/2017	96,296	06/07/2018	157	1.465	96,383	912796PJ2	26503	96,393
Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	330	1.450	1,526,584	3135GOYT4	26189	1,531,344
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	386	1.060	2,422,744	3133EFV07	26300	2,441,807
Fund Total and Average		\$ 4,063,000	1.395		\$ 4,086,041		360	1.217	\$ 4,045,711			\$ 4,069,544

Hydro Debt Service

Federal Home Loan Ba	USBT	2,994,000	1.080	07/28/2017	2,979,808	01/02/2018	1	1.100	2,994,000	313385RG3A	26444	2,993,910
Federal Home Loan Ba	USBT	2,965,000	1.030	08/29/2017	2,954,311	01/02/2018	1	1.048	2,965,000	313385RG3A	26471	2,964,915
Federal Home Loan Ba	USBT	2,962,000	1.030	09/27/2017	2,953,780	01/02/2018	1	1.047	2,962,000	313385RG3A	26475	2,961,915
Federal Home Loan Ba	USBT	2,960,000	1.069	10/24/2017	2,953,842	01/02/2018	1	1.067	2,960,000	313385RG3A	26485	2,959,912
Fund Total and Average		\$ 11,881,000	1.053		\$ 11,841,741		1	1.071	\$ 11,881,000			\$ 11,880,652

Hydro Debt Service Resrv 2010A

U.S. Treasury	USB	50,000	1.159	08/29/2017	49,568	05/24/2018	143	1.183	49,715	912796MB2	26473	49,770
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	546	1.400	139,540	3133XUG36	26451	140,922
Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	946	1.680	5,487,424	3133EE5Z9	26243	5,537,554
Fund Total and Average		\$ 5,713,000	1.809		\$ 5,738,356		929	1.669	\$ 5,676,679			\$ 5,728,246

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	1,316	1.790	682,992	3134G93A3	26432	691,014
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		1316	1.790	\$ 682,992			\$ 691,014



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Hydro Special Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hydro Special Reserve												
Local Agency Investm	LAIF	0	0.377	07/01/2013	0	0	1	0.377	0	SYS70000	70003	0
Local Agency Investm	LAIF	0	0.356	07/01/2013	0	0	1	0.356	0	SYS70033	70033	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0	0	1	0.002	0	SYS70016	70016	0
US Bank	USB	0	0.000	07/01/2013	0	0	1	0.000	0	SYS70064	70064	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	329	1.150	1,491,675	313408KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		329	1.150	\$ 1,491,675			\$ 1,500,000

Hydro 2012 DSRA

U.S. Treasury	USB	96,000	1.060	07/28/2017	95,469	02/01/2018	31	1.080	95,699	912796LJ6	26452	95,912
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	946	1.680	99,266	3133EEESZ9	26244	100,173
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,304	1.530	91,059	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,473	2.380	3,963,313	3137EADB2	25852	3,927,282
Fund Total and Average		\$ 4,218,000	2.311		\$ 4,216,030		1424	2.315	\$ 4,249,537			\$ 4,217,367
GRAND TOTALS:		\$ 44,565,585	1.351		\$ 44,575,144		445	1.320	\$ 44,425,706.			\$ 44,588,408

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2017

Investment #26303 FHLMC Callable quarterly
Investment #26339 FHLMC Callable quarterly
Investment #26340 FNMA Callable quarterly
Investment #26359 FNMA Callable quarterly



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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		72,037	1.073	07/01/2013	72,037		1	1.073	72,037	SYS70046	70046	72,037

Fund Total and Average \$ 72,037 \$ 72,037 \$ 72,037 \$ 72,037

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	856	0.100	07/01/2013	856		1	0.100	856	SYS79003	79003	856
Federal Home Loan Ba	USBT	3,542,000	1.350	12/28/2017	3,522,342	05/25/2018	144	1.376	3,521,881	313385XF8	26505	3,522,873

Fund Total and Average \$ 3,542,856 \$ 3,523,198 \$ 3,522,737 \$ 3,523,729

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	629	0.100	07/01/2013	629		1	0.100	629	SYS79004	79004	629
Federal Home Loan Ba	USBT	735,000	1.350	12/28/2017	730,921	05/25/2018	144	1.376	730,825	313385XF8	26506	731,031

Fund Total and Average \$ 735,629 \$ 731,550 \$ 731,454 \$ 731,660

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	487	0.100	07/01/2013	487		1	0.100	487	SYS79011	79011	487
Federal Home Loan Ba	USBT	2,844,000	1.350	12/28/2017	2,828,216	05/25/2018	144	1.376	2,827,846	313385XF8	26507	2,828,642

Fund Total and Average \$ 2,844,487 \$ 2,828,703 \$ 2,828,333 \$ 2,828,129

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	643	0.100	07/01/2013	643		1	0.100	643	SYS79012	79012	643
Federal Home Loan Ba	USBT	355,000	1.350	12/28/2017	353,030	05/25/2018	144	1.376	352,984	313385XF8	26508	353,083

Fund Total and Average \$ 355,643 \$ 353,673 \$ 353,627 \$ 353,726

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	84,079	0.100	07/01/2013	84,079		1	0.100	84,079	SYS79005	79005	84,079
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,240	1.659	4,285,052	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,319	1.699	144,794	3137EAC9	26454	147,000
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,621	1.760	4,072,530	313379Q69	26463	4,163,427

Fund Total and Average \$ 8,694,079 \$ 8,759,033 \$ 8,586,455 \$ 8,754,506

LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	37,691	0.100	07/01/2013	37,691		1	0.100	37,691	SYS79006	79006	37,691
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	893	1.540	2,212,010	313370E38	26455	2,238,848
Fund Total and Average		\$ 2,182,691	3.321		\$ 2,292,837		878	1.516	\$ 2,249,701			\$ 2,276,539

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	2,744	0.100	07/01/2013	2,744		1	0.100	2,744	SYS79013	79013	2,744
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	546	1.400	1,059,471	3133XU366	26456	1,069,967
Fund Total and Average		\$ 1,027,744	4.364		\$ 1,085,452		545	1.397	\$ 1,062,215			\$ 1,072,711

LEC O & M Reserve

Local Agency Investm	UBOC	1,592,920	1.073	07/01/2013	1,592,920		1	1.073	1,592,920	SYS70047	70047	1,592,920
Union Bank of Califo	UBOC	27,836	0.002	07/18/2013	27,836		1	0.002	27,836	SYS70041	70041	27,836
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	414	1.220	2,933,763	3135G0ZA4	26248	2,954,245
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	886	1.550	3,572,632	3130ABJ00	26440	3,614,132
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	911	1.300	2,949,570	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,168,756	1.494		\$ 11,232,850		640	1.324	\$ 11,076,721			\$ 11,189,133
GRAND TOTALS:		\$ 30,623,922	1.796		\$ 30,879,333		752	1.458	\$ 30,483,280			\$ 30,803,170

*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 12/31/2017

Investment #26337 FCCB Callable anytime



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Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Transmission and Distribution Services, LLC – Five Year Multi-Task General Services Agreement for oil leak maintenance on transformers; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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 18-01 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Transmission and Distribution Services, LLC for oil leak detection and maintenance on transformers, 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, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Transformer, bushing, and other miscellaneous leak mitigation and maintenance services are required from time to time at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Transmission and Distribution Services (TDS) has been performing leak maintenance on NCPA equipment for approximately ten (10) years.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not-to-exceed \$1,000,000 over five years 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.

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. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

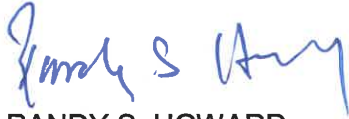
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on December 6, 2017 and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 11, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Transmission and Distribution Services, LLC

RESOLUTION 18-01

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
TRANSMISSION AND DISTRIBUTION SERVICES LLC

(reference Staff Report #102:18)

WHEREAS, transformer, bushing, and other miscellaneous leak mitigation and maintenance services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Transmission and Distribution Services, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Transmission and Distribution Services, LLC to provide such services as needed at all NCPA facility locations, Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 Transmission and Distribution Services LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for transformer leak maintenance services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TRANSMISSION AND DISTRIBUTION SERVICES, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Transmission and Distribution Services, LLC, a corporation with its office located at 28369 Davis Parkway, Suite 401, Warrenville, IL 60555 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

- 4.3 Professional Liability Insurance.** Intentionally omitted.
- 4.4 Pollution Insurance.** Intentionally omitted.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or 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.
- 4.6 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. 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.
- 4.7 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.** Intentionally omitted.

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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 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 Ken Speer, 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:

Neleen Lehman, President
Transmission and Distribution Services, LLC
28369 Davis Parkway, Suite 401
Warrenville, IL 60555
Phone (775) 586-8300

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:

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

TRANSMISSION AND DISTRIBUTION
SERVICES, LLC

Date _____

Date _____

RANDY HOWARD, General Manager

NELEEN LEHMAN, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

Transmission and Distribution Services, LLC ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, SCPPA, or SCPPA Members, shall perform the following services including, without limitation:

Contractor to provide leak sealing maintenance services on energized and de-energized equipment including:

- Leak detection;
- Transformer oil leaks;
- Bushing oil leaks;
- Gasket leaks;
- Circuit breaker SF6 gas leaks; and
- Other maintenance as requested.

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. Pricing for services to be performed at NCPA, NCPA Member or SCPPA locations will be quoted at the time services are requested. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

United States
TDS LEAK SEAL PRICE LIST
As of January 2017

Description	Price	Typical Method
4- bolt flange	\$716.00	Drill and Inject
Stem/shaft	\$458.00	Drill and Inject
Drain Plug (A, B, C size cap)	\$567.00	Plug Cap Only
Drain Plug	Per Quote	Clamp, Enclosure
Compartment lid/tank, tap changer, selector, etc	\$118.00	Per Bolt
8- bolt flange	\$860.00	Drill and Inject
Hex-to-coupling/pipe:<2-inch pipe size	\$1,663.00	Aluminum Clamp
Hex-to-coupling/pipe:>2-inch pipe size	\$1,828.00	Aluminum Clamp
Dresser Coupling: 2-inch	\$2,858.00	Aluminum Enclosure
Dresser Coupling: 4-inch	\$5,150.00	Aluminum Enclosure
Dresser Coupling: 6-inch	\$7,442.00	Aluminum Enclosure
Dresser Coupling: 8-inch	\$9,734.00	Aluminum Enclosure
Dresser Coupling: 10-inch	\$12,051.00	Aluminum Enclosure
Oil Circuit Breaker (OCB)	\$5,665.00	Aluminum Clamp Casting
Temperature Probe: hex coupling type	\$1,087.00	Aluminum Plate
Temperature Probe: flange type	\$1,427.00	Aluminum Plate
UST tap – Voltage Tap Recpital	\$747.00	Injection Bolts
UST tap – Capapitance Cap	\$3,863.00	Aluminum Clamp/Plate
(SF6) Westinghouse 345kV interrupter head	\$6,309.00	Aluminum Clamp Casting
(SF6) Westinghouse 345kV end cap	\$3,425.00	Flex Wrap
(SF6) Westinghouse 345kV base	\$5,150.00	Aluminum Clamp Casting

Description	Price	Typical Method
Temperature Probe Fitting	\$1,957.00	Clamp
OCB Bushing to Tank	\$4,326.00	Clamp
4 Bolt Radiator Drain Valve Stem	\$6,036.00	Clamp
Bushing Flange	\$2,946.00	Clamp
Bushing End Cap	\$2,678.00	Clamp
Bushing to Tank Mounting Flange	\$9,888.00	Clamp
Aluminum "T" Valve Clamp	\$2,451.00	Clamp
10 Bolt Manway Cover	\$3,852.00	Clamp
Oil Temp. Gauge	\$2,130.00	Clamp

No Load Tap Nozzle	\$1,416.00	Peen & Caulk
NLTC Shaft	\$876.00	Drill and Inject
6 Bolt Flapper Valve Flange	\$819.00	Drill and Inject
Liquid Level Gauge Flange (4 bolt)	\$773.00	Drill and Inject
10/20 Bolt Underground Cable to Bottom Compartment Flange	\$5,057.00	
Drain Valve Hex to Pipe Thread	\$2,075.00	
Bushing Base Mounting Flg. (12) bolt	\$1,324.00	
Flapper Valve Enclosure	\$3,296.00	
Bushing Base Mounting Flg. (8) bolt	\$963.00	
4 Screw Fiber Optic Box/Cover	\$1,936.00	
Clamp Removal (competitors)	\$361.00	
Repair Method "O'Ring"	\$412.00	
Aluminum Valve Handle	\$31.00	
10 Bolt Lower Butterfly Flange		
Radiator Fin Leak		

Notes:

1. Prices are subject to change based on customization, design and application.
2. Standby/Delay charges of \$1,000/day will apply if TDS technicians are unable to access equipment at no-fault of their own.
3. A minimum of 24-hour notice is required to cancel/postpone work otherwise cancellation fees may be incurred.

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

The rates set forth above are valid from January 2017 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

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.

EXHIBIT E – NOT APPLICABLE

**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)



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Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Dekomte De Temple, LLC – Five Year Multi-Task General Services Agreement for BOP/HRSG expansion joint and insulation maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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 of Resolution 18-04 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Dekomte De Temple, LLC for BOP/HRSG expansion joints and insulation 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, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

BOP/HRSG expansion joints and insulation services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not-to-exceed \$500,000 over five years 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.

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 currently has in place other agreements with similar service providers including Performance Mechanical, Inc., Babcock & Wilcox (pending) and Alstom (pending). NCPA seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. 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 December 6, 2017 and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 11, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution
- Multi-Task General Services Agreement with Dekomte De Temple, LLC

RESOLUTION 18-04

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH DEKOMTE DE TEMPLE, LLC

(reference Staff Report #105:18)

WHEREAS, BOP/HRSG expansion joints and insulation services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Dekomte De Temple, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Dekomte De Temple, LLC to provide such services as needed at all NCPA Generation facility locations, Member, 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;

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 Dekomte De Temple, LLC with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for BOP/HRSG expansion joints and insulation services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DEKOMTE DE TEMPLE LLC**

This agreement for general services ("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 Dekomte De Temple LLC, a partnership with its office located at 885 Franklin Road, Suite 335, Marietta, GA 30067 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("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 \$1,000,000 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 \$1,000,000 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 (\$1,000,000.00) 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. Intentionally left blank.

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, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific

Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

- 4.6 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. 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.
- 4.7 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, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.
- 5.3 Transfer of Title.** Intentionally left blank.

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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 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 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 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 Ken Speer, 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:

Dekomte De Temple LLC
Attention: Isaac Anderson
885 Franklin Road, Suite 335
Marietta, GA 30067

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane 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

DEKOMTE DE TEMPLE LLC

Date_____

Date_____

RANDY S. HOWARD,
General Manager

COLIN BRODER,
Commercial Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Dekomte ("Contractor") shall provide BOP and HRSG expansion joints and insulation material application services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

Services to include but not be limited to the following:

Field service:

- Complete Turnkey Field Installation Services
- Splicing Services
- Emergency Response Teams during outages, 365 days a year
- Supervisory Services
- Fabrication of any Expansion Joint for Service Conditions up to 2200°F
- Full Engineering, Consulting and Design Services
- Custom Fabrication of Expansion Joints at site, if required
- Gas Turbine and Refractory Expansion Joint Specialists
- Specialists in High Vibration Applications

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:

For the delegation of erection personnel, the following rates are charged:

a) Hourly Rates – DEKOMTE Personnel

			Supervisor / Specialist Fitter	Engineer
Normal hours	Mon – Fri	07.00 – 16.00	\$ 120.00	\$ 165.00
1.5 x hours surcharge	Mon – Fri	16.00 – 07.00	\$ 177.00	\$ 242.00
	Saturday	07.00 – 16.00		
2 x hours surcharge	Saturday	16.00 – 07.00	\$ 232.00	\$ 320.00
	Sunday	00.00 – 23.59		
2.5 x hours surcharge	Public Holidays		\$ 294.00	\$ 404.00

b) Overnight Stay

per night

receipted costs + 10% service charge

c) Travelling Costs

by car per mile

IRS Rate

small van per mile

IRS Rate

by public transport

receipted costs + 10% service charge

by plane

receipted costs + 10% service charge

excess baggage

receipted costs + 10% service charge

flight changes

receipted costs + 10% service charge

Travelling time is considered as working time and is charged as above applicable rates. (nominally 8 hours each way)

d) Overseas Miscellaneous

Costs for provision of VISA

as per receipted costs + 10% service charge

Customs fee, local taxes etc.

as per receipted costs + 10% service charge

For the period of installation skilled helpers, the necessary set-up and auxiliary tools, energy, washing- and changing rooms have to be provided as required. Rates for additional labor can be provided if required. For any damage caused by our personnel we are only liable in the case of intention or wilful negligence.

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

DEKOMTE DE TEMPLE 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.

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 establishes 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

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Increase the General Manager's signature authority from the current level of \$2,897,507 to \$3,250,000 for construction of the Adit 4 spoils facility repairs.

AGENDA CATEGORY: Discussion/Action

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Public Works Bid</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

Approval of Resolution 18-02, authorizing the General Manager to issue additional purchase orders to Ford Construction, Inc., and raising the General Manager's signature authority from the current level of \$2,897,507 to the not to exceed amount of \$3,250,000 for construction of the Adit 4 Spoils Facility Repairs at the NCPA Hydroelectric Project.

BACKGROUND:

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which was constructed from 1986 to 1989. One of the project features is an 8.5 mile long pressurized water conveyance tunnel between the McKays Point Diversion Dam and the Collierville Power House. The tunnel has two (2) access adits. At one of these adits (Adit No. 4), tunnel rock cuttings (spoils) were permanently stockpiled immediately below in a natural drainage in compliance with the Revised Spoils Disposal Plan dated April 1987 under a Right-of-Way Grant (CA 8281) from the United States Department of the Interior, Bureau of Land Management.

The Adit 4 Tunnel Spoils (Spoils Facility) are located approximately 1 ½ miles up canyon from the Collierville Powerhouse in Calaveras County. The Spoils Facility incurred water-related damage in December 2015 and required remediation to stabilize the facility and prevent further erosion to Clark Creek. In April 2017 the NCPA Commission authorized the General Manager to execute a public works agreement and to issue purchase orders not to exceed \$2,897,507 for construction of the repairs. Construction has been ongoing for the past 6+ months.

On November 11, 2017, the Spoils Facility sustained approximately \$200,000 in damages during a 20 minute test at a water flowrate of 20 cubic feet/second (cfs). After engineering review of the event, the channel was determined to require augmentation to provide a higher level of safety during high flow events, with augmentation costs estimated at \$300,000 to \$500,000. The damages and additional required augmentations were determined to be due to hydraulic design errors. The design engineer, GHD, designed the related repairs, oversaw the construction work, and has agreed to reimburse NCPA for all of the repair work as well as a significant portion of the channel augmentation costs. Precise cost sharing between NCPA and GHD for the channel augmentation portion is under discussion.

A second flow test was conducted on December 20, 2017 for 2.5 hours peaking at 71 cfs. The site safely handled all test flows without damage to the site. The water levels in select locations was measured and is currently being used to calibrate the hydraulic model. Results from these tests will be used to extrapolate the predicted hydraulic performance of the facility under higher flow conditions that could occur during flooding conditions. Potential further site augmentation may be necessary if findings warrant.

ENVIRONMENTAL ANALYSIS:

The additional repair work is within the scope of the previous CEQA determination that "The repair Project was determined to be categorically exempt from CEQA under Class 1, §15301(b) and (d). A class 1 exemption, *"consists of the operation, repair, maintenance...of existing public or private structures...involving negligible or no expansion of use beyond that existing, including but not limited to: b) Existing facilities of both investor and publicly owned utilities used to provide electric power...and (d) Restoration or rehabilitation of deteriorated or damaged structures..."* A Notice of Exemption was filed with Calaveras County and posted January 27

through February 24, 2017 for the repair Project. No comments were received.

FISCAL IMPACT:

The total cost of the Adit 4 Spoils Facility Repair Project (including engineering design and construction) is now estimated to be \$3.82M. Previous budget estimates made prior to construction bidding were \$4.15M. An insurance claim has been filed with NCPA's property insurance underwriters, and a meeting with the insurer is scheduled for February 6, 2018 to hopefully finalize the settlement amount for the overall repair project.

SELECTION PROCESS: The project was competitively bid in compliance with the CA Public Works Contracting procedures. All additional work is being executed based upon this agreement and best value to NCPA.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 3, 2018 and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

RESOLUTION 18-02

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
INCREASING THE GENERAL MANAGER'S AUTHORITY TO ISSUE CHANGE ORDERS
AND PURCHASE ORDERS FROM \$2,897,507 TO \$3,250,000 FOR THE EXISTING PUBLIC
WORKS AGREEMENT WITH FORD CONSTRUCTION INC. FOR THE ADIT 4 SPOILS
FACILITY REPAIRS AT THE NCPA HYDROELECTRIC PROJECT**

(reference Staff Report #103:18)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners of the Hydroelectric Facilities; and

WHEREAS, the Hydroelectric Facilities Adit 4 Spoils Facility incurred substantial damage and required repair to prevent further damage and ensure the safe and environmentally compliant operation; and

WHEREAS, the design, and public construction bidding is complete; and

WHEREAS, a California Environmental Quality Act Notice of Exemption Class1, §15301(b) and (d) was filed January 27 through February 24, 2017 for the repair Project; and

WHEREAS, flow testing, conducted on the repaired Adit 4 Spoils Facility in November 2017, indicated that additional site work was required; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency increases the General Manager's authority to issue change orders and purchase orders from the current level of \$2,897,507 to \$3,250,000 associated with the existing public works agreement with Ford Construction, Inc. for construction of the Adit 4 Spoils Facility Repairs at the NCPA Hydroelectric Project.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



17

Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Delegate to the General Manager authority to enter into one or more agreements and to issue purchase orders, with a total not-to-exceed amount of \$6,900,000, for replacement of stator windings for the Collierville Unit 1 and Unit 2 Generators at the NCPA Hydroelectric Project.

AGENDA CATEGORY: Discussion/Action

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Public Works Bid</i>
Division:	Generation Services	
Department:	Hydroelectric	

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

Approval of Resolution 18-03, authorizing the General Manager to enter into one or more agreements and to issue purchase orders, with a total not-to-exceed amount of \$6,900,000, for the replacement of stator windings for the Collierville Powerhouse Unit 1 and Unit 2 generators at the NCPA Hydroelectric Project.

BACKGROUND:

The Collierville Powerhouse, part of the North Fork Stanislaus River Hydroelectric Project, consists of two (2) MW Pelton turbine generators, Unit 1 and Unit 2, each coupled to a 140 MVA generator. Collierville Powerhouse turbine runners were up-rated in 1993 with modified turbine nozzle jets and modified runners. On May 30, 2017, the Collierville Unit 2 generator experienced a C-phase stator ground. The NCPA Commission passed Resolution 17-59 on June 29, 2017 for the interim repair of the Unit 2 generator. The grounded coil (2 bars) was located, identified, and bypassed. The unit was returned to service with a de-rating to a maximum of 110 MW.

The Collierville generators are approaching 30 years old, and even prior to the May 30th ground fault were starting to show signs of deterioration as documented by partial discharge testing and as evidenced by visual burn damage which is inspected and repaired as-needed during annual outages. Generator winding insulation is exposed to many aging mechanisms which shorten its life, including electrical and mechanical stresses during normal operation. When the stator winding insulation fails, high voltage can arc to the surrounding framework, and protective relaying shuts down the generating unit. Planned, scheduled rewinds provide the most cost-effective means to maintain the reliability of older generators. At the request of Hydro participants, Capital Development Reserve funds are being collected for rewinds of both Collierville units.

FISCAL IMPACT:

At this time, total project costs for rewinds of both Collierville units are roughly estimated to be on the order of \$6,000,000. Contingency funds of 15% (\$900,000) are recommended to cover change orders and contingencies, for a total project cost not to exceed \$6,900,000. To date, approximately \$5,250,000 has been collected specifically for Collierville generator rewinds as part of an ongoing Capital Development Reserve collections. Additional funds of \$300,000 and \$500,000 are proposed for collection in FY19 and FY20, respectively. The collection schedule will be adjusted if actual bids for the Unit 2 rewind are found to deviate from preliminary budget expectations. If, based on bid results or modifications in scope, project costs are anticipated to exceed \$6.9M, staff will return to the Commission to request additional signature authority. It is expected that both rewinds will be completed over the next five years. With an aggressive project schedule and availability of materials, Unit 2 rewind may begin as early as fall 2018.

Collierville Rewind Project estimated cost breakdown:

	Unit 2	Unit 1
Material procurement	\$1,000,000	\$1,000,000
Millwright work	\$1,000,000	\$1,000,000
Rewind labor	\$1,000,000	\$1,000,000
TOTAL ESTIMATED	\$3,000,000	\$3,000,000

SELECTION PROCESS:

The material procurement and rewind labor portion of the project was publicly advertised for pre-qualification October 12 and 19, 2017. Four (4) firms expressed interest in the project and received pre-qualification packages. Four (4) contractors submitted pre-qualification documents to NCPA. Staff conducted interviews of the references and scored the respective firms' experience/qualifications. Four (4) contractors: Andritz Hydro, GE Hydro Power, Toshiba USA, and Voith Hydro, Inc. were determined to be qualified for the work. All contractors were ultimately approved by NCPA to bid on the project.

A Public Works bid package was released on December 14, 2017 with a pre mandatory bid meeting set for January 3, 2018 and bid opening scheduled for January 25, 2018. Manufacturing generator bars is typically a long lead time item, often ranging from 6 to 18 months, so time is of the essence with respect to awarding the project if it is desired to potentially proceed with a rewind in 2018.

ENVIRONMENTAL ANALYSIS:

CEQA Guidelines section 15301 states that a project is categorically exempt from CEQA review when the project "consists of the operation, repair, maintenance ... or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." There is no reasonable possibility that repairing the Collierville Unit 2 generator will result in a significant impact on the environment. A Notice of Exemption for this type of work was approved by the NCPA Commission and filed with Calaveras County on March 27, 2014.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 3, 2018 and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

RESOLUTION 18-03

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
DELEGATING TO THE GENERAL MANAGER AUTHORITY TO ENTER INTO ONE OR
MORE AGREEMENTS AND TO ISSUE PURCHASE ORDERS NOT TO EXCEED \$6,900,000
FOR COLLIERVILLE POWERHOUSE REPLACEMENT STATOR WINDINGS AT THE NCPA
HYDROELECTRIC PROJECT**

(reference Staff Report #104:18)

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

WHEREAS, on May 30, 2017, the Hydroelectric Facility's Collierville Powerhouse Unit 2 generator experienced a stator ground; and

WHEREAS, Collierville Unit 2 generator repair returned the unit to service with a de-rating to 110 MW; and

WHEREAS, Collierville Unit 1 and Unit 2 generators are approaching 30 years old and are showing signs of deterioration; and

WHEREAS, replacement stator windings are the most cost-effective way to maintain reliability of older generators; and

WHEREAS, Capital Development Reserve are being collected for the Collierville generator rewinds; and

WHEREAS, both rewinds are anticipated to be completed over the next five years; and

WHEREAS, this Project is exempt from CEQA under Regulation 15301 and a Notice of Exemption was filed with Calaveras County on March 27, 2014; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager to enter into one or more agreements and to issue purchase orders, with a total not-to-exceed amount of \$6,900,000 for the replacement of Collierville Unit 1 and Unit 2 generator stator windings at the NCPA Hydroelectric Project.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

January 10, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Delegate authority to the General Manager to execute agreements and to issue purchase orders for maintenance work related to the Lodi Energy Center (LEC) 2018 Spring Outage, for a total cost not to exceed \$1,798,856.

AGENDA CATEGORY: Discussion/Action

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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 18-05 authorizing the General Manager to execute agreements and issue purchase orders for maintenance work related to the Lodi Energy Center (LEC) 2018 Spring Outage, for a total cost not to exceed \$1,798,856.

BACKGROUND:

The Lodi Energy Center has an outage scheduled for April 2-22 for work related to the 2018 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 this work during the 2018 Spring Outage.

Listed below is a summary of the work to be performed as a part of the 2018 Spring Outage:

1. Gas Turbine
 - a. Air Filters
 - b. Drain System
 - c. Bearing Thermocouple
 - d. Inlet Bleed Heater Paint
 - e. Fuel Valve Refurbishment
2. Steam Turbine
 - a. Valve Soft Goods
 - b. Condenser Seal
 - c. Insulation
3. Water Treatment
 - a. General Maintenance
 - b. Chemical Clean Injection Well
 - c. Cooling Tower Cleanout
 - d. Cooling Tower Booster Pump
 - e. Condensate MU Pump
 - f. Cooling Tower Repairs
4. Electrical Systems
 - a. Relay Upgrade
 - b. Miscellaneous Electric
5. HRSG / Steam
 - a. High Energy Pipe Survey
 - b. Critical Valve Maintenance
 - c. Penetration Seals
 - d. Insulation
 - e. Stack Painting
 - f. HRSG Potential Repairs
 - g. HP Casing / Tube Guide
 - h. Hot Spots
 - i. Floor
6. Balance of Plant
 - a. Relief Valves
 - b. Diesel Fire
 - c. Condensate ARC Valves

7. Incidentals

- a. Crane
- b. Toilets
- c. Trailers / Guard
- d. Forklift / Manlift
- e. Scaffold
- f. Confined Space

FISCAL IMPACT:

2018 Spring Outage	Anticipated Cost
Gas Turbine	\$211,000
Steam Turbine	\$125,000
Water Treatment	\$200,000
Electrical Systems	\$83,652
HRSG / Steam	\$751,000
Balance of Plant	\$81,000
Incidentals	\$205,500
Contingency	\$141,704
TOTAL	\$1,798,856

The budgetary funds to complete the 2018 Spring Outage include \$830,000 of pre-collected funds in the Maintenance Reserve account (Account # 265-009-005-610-044-002). The remainder of funds (\$968,856) were anticipated in the Routine O&M budget.

SELECTION PROCESS:

All of the work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

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 December 11, 2017 and was approved.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

RESOLUTION 18-05

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER 2018 SPRING OUTAGE**

(reference Staff Report #106:17)

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

WHEREAS, the Lodi Energy Center has an outage scheduled for April 2-22 for work related to the 2018 Spring Outage; and

WHEREAS, during the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2018 Spring Outage; 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 General Manager to execute agreements and issue purchase orders for maintenance work related to the Lodi Energy Center (LEC) 2018 Spring Outage, for a total cost not to exceed \$1,798,856.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



19

Commission Staff Report

January 11, 2018

COMMISSION MEETING DATE: January 18, 2018

SUBJECT: Provision of Services to East Bay Community Energy

AGENDA CATEGORY: Discussion/Action

FROM:	David Dockham 	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Industry Restructuring	

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"/>
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:

NCPA staff recommends that the Commission approve the Revised Services Agreement with East Bay Community Energy, under which NCPA will supply certain scheduling and portfolio management services to East Bay Community Energy, including any non-substantive modifications to the Revised Services Agreement approved by NCPA's General Counsel. NCPA staff also recommends that the Commission authorize NCPA's General Manager to execute the Revised Services Agreement on behalf of NCPA.

BACKGROUND:

The East Bay Community Energy Authority, a public agency located within Alameda County, was formed for the purpose of implementing a community choice aggregation program, which has been named East Bay Community Energy (EBCE). EBCE has expressed an interest in receiving a variety of wholesale power services from Northern California Power Agency (NCPA). On December 14, 2017, pursuant to Resolution 17-102, the Commission approved a Services Agreement under which NCPA proposed to provide the services requested by EBCE. As a result of subsequent negotiations conducted between NCPA and EBCE, the parties have identified certain proposed revisions to the Services Agreement originally approved by the Commission, and as such NCPA is now seeking Commission review and approval of a revised Services Agreement that will now supersede and replace the original agreement approved pursuant to Resolution 17-102 (the "Revised Services Agreement").

DISCUSSION:

NCPA staff, in coordination with EBCE, has developed the Revised Services Agreement under which NCPA may supply certain scheduling and portfolio management services to EBCE. The key provisions contained in the Revised Services Agreement remain, included: (i) a defined scope of services, terms for compensation, language to limit and protect NCPA's liability, various collateral and security requirements, and an initial term of two (2) years. The scope of services includes: scheduling services, control center services, and portfolio management and optimization services. The Revised Services Agreement also enables NCPA to act as EBCE's Scheduling Coordinator during a defined period of time, during which time EBCE will work to register and establish its own Scheduling Coordinator. At the point EBCE has completed its Scheduling Coordinator registration process, the content of EBCE's power portfolio then currently being scheduled by NCPA will be transferred to the EBCE Scheduling Coordinator, and if such is not completed by December 31, 2018, NCPA retains the right to seek termination of the Revised Services Agreement.

A copy of the Revised Services Agreement is attached to this staff report for your reference.

FISCAL IMPACT:

In consideration for NCPA's provision of services, EBCE shall pay NCPA an amount equal to Six Hundred Forty Thousand Dollars (\$640,000.00) for Services rendered during the first one (1) year period in which NCPA is supplying Services to EBCE. For each subsequent one (1) year period during the term of the Agreement, the amount charged to EBCE will be escalated at a rate of two percent (2%) per year.

NCPA's administrative costs for development of the Revised Services Agreement with EBCE will be allocated to members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation provided herein was reviewed by the Facilities Committee on January 11, 2018, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: 2

- Resolution 18-06
- Revised Services Agreement

RESOLUTION 18-06

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY PROVISION OF SERVICES TO EAST BAY COMMUNITY ENERGY

(reference Staff Report #109:18)

WHEREAS, the East Bay Community Energy Authority, a public agency located within Alameda County, was formed for the purpose of implementing a community choice aggregation program, which has been named East Bay Community Energy (EBCE); and

WHEREAS, EBCE has expressed an interest in receiving a variety of wholesale power services from Northern California Power Agency (NCPA); and

WHEREAS, on December 14, 2017, pursuant to Commission Resolution 17-102, the Commission approved a Services Agreement under which form NCPA proposed to provide the services requested by EBCE; and

WHEREAS, as a result of subsequent negotiations conducted between NCPA and EBCE, the parties have identified certain proposed revisions to the Services Agreement originally approved by the Commission, and as such NCPA is now seeking Commission review and approval of a revised Services Agreement that will now supersede and replace the original agreement approved pursuant to Commission Resolution 17-102 (the "Revised Services Agreement"); and

WHEREAS, NCPA staff, in coordination with EBCE, has developed the Revised Services Agreement (attached to Staff Report 109:18) under which NCPA may supply certain scheduling and portfolio management services to EBCE; and

WHEREAS, the key provisions contained in the Revised Services Agreement remain, include: (i) a defined scope of services, terms for compensation, language to limit and protect NCPA's liability, various collateral and security requirements, and an initial term of two (2) years; and

WHEREAS, the scope of services includes: scheduling services, control center services, and portfolio management and optimization services; and

WHEREAS, the Revised Services Agreement also enables NCPA to act as EBCE's Scheduling Coordinator during a defined term, during which time EBCE will work to register and establish its own Scheduling Coordinator, and at the point EBCE has completed its Scheduling Coordinator registration process, the content of EBCE's power portfolio then currently being scheduled by NCPA will be transferred to the EBCE Scheduling Coordinator, and if such is not completed by December 31, 2018, NCPA retains the right to seek termination of the Revised Services Agreement; and

WHEREAS, in consideration for NCPA's provision of services, EBCE shall pay NCPA an amount equal to Six Hundred Forty Thousand Dollars (\$640,000.00) for Services rendered during the first one (1) year period in which NCPA is supplying Services to EBCE, and for each subsequent one (1) year period during the term of the Agreement, the amount charged to EBCE will be escalated at a rate of two percent (2%) per year; 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 approves the Revised Services Agreement with East Bay Community Energy, that upon approval shall supersede and replace the original Services Agreement approved pursuant to Commission Resolution 17-102, under which NCPA will supply certain scheduling and portfolio management services to East Bay Community Energy, including any non-substantive modifications to the Revised Services Agreement approved by NCPA's General Counsel, and authorizes NCPA's General Manager to execute the Revised Services Agreement on behalf of NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

SERVICES AGREEMENT
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
EAST BAY COMMUNITY ENERGY

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This SERVICES AGREEMENT ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and East Bay Community Energy Authority, a public agency located within Alameda County ("Customer"). NCPA and Customer are together sometimes referred to herein individually as a "Party" and collectively as the "Parties".

This Agreement is made as of _____, 20__ (the "Effective Date") in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA has heretofore been duly established as a joint powers agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

1.2 Customer is a public agency located within Alameda County, and was formed for the purpose of implementing a community choice aggregation program, which has been named East Bay Community Energy (the "Program" or "EBCE").

1.3 NCPA is a certified Scheduling Coordinator in accordance with the CAISO Tariff.

1.4 NCPA has established facilities, staff and the capability for the provision of Services to Customer.

1.5 Customer desires NCPA to provide Services to Customer.

1.6 NCPA is willing to provide Customer with Services pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, NCPA and Customer agree as follows:

Section 2. DEFINITIONS

2.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 2 of this Agreement shall have the meaning indicated in Appendix A Master Definition Supplement of the CAISO Tariff:

2.1.1 “Agreement” means this Services Agreement, including all Appendices, attached hereto.

2.1.2 “Balance of Month Transaction” means a purchase or sale of electric energy, capacity and/or other related attribute for a term not greater than one calendar month to be performed or delivered within the current or next succeeding calendar month.

2.1.3 “Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time.

2.1.4 “Calendar Day” means all days, including Saturdays, Sundays or Federal Reserve Bank holidays.

2.1.5 “California Independent System Operator Corporation” or “CAISO” means the non-profit public benefit corporation responsible for the provision of fair and open transmission access, and maintaining reliable and efficient operation of that portion of the electric grid contained within its defined balancing authority area, pursuant to the California Public Utilities Code, or its successor entity.

2.1.6 “CAISO Tariff” means the CAISO FERC Electric Tariff.

2.1.7 “Commission” means the NCPA Commission established by the Joint Powers Agreement.

2.1.8 “Customer” has the meaning set forth in the preamble hereto.

2.1.9 “Effective Date” has the meaning set forth in the preamble hereto.

2.1.10 “Event of Default” has the meaning set forth in Section 10.1 of this Agreement.

2.1.11 “FERC” means the Federal Energy Regulatory Commission, or its regulatory successor.

2.1.12 “General Manager” means the General Manager of NCPA.

2.1.13 “Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry within the United States of America during the relevant time period, which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with NERC or WECC approved business practices, reliability and safety. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the electric utility industry within the United States of America.

2.1.14 “Joint Powers Agreement” means the Amended and Restated Northern California Power Agency Joint Exercise of Powers Agreement dated as of January 31, 2008.

2.1.15 “Member” means any member of NCPA or associate member of NCPA who is a signatory to the Joint Powers Agreement.

2.1.16 “NCPA” has the meaning set forth in the preamble hereto.

2.1.17 “NERC” means the North American Electric Reliability Corporation, or its successor.

2.1.18 “Operating Entity” means an entity that determines the use of and coordinates scheduling of their load, resources, imports and exports, trades, ancillary services and/or other CAISO products, in accordance with established scheduling requirements, including those requirements determined by NCPA.

2.1.19 “Party” or “Parties” has the meaning set forth in the recitals hereto; provided that “Third Parties” are entities that are not party to this Agreement.

2.1.20 “Reliability Standards” means requirements approved by FERC under Section 215 of the Federal Power Act to provide for reliable operation of the bulk power system.

2.1.21 “Scheduling Agent” means an entity authorized to act as agent on behalf of a Scheduling Coordinator, and shall perform certain Scheduling Coordinator duties and requirements on behalf of a Scheduling Coordinator.

2.1.22 “Scheduling Coordinator” means an entity certified by the CAISO for the purposes of undertaking the functions of a Scheduling Coordinator specified in the CAISO Tariff, including, but not limited to, submitting and settling bids, self-schedules, and trades in the CAISO markets.

2.1.23 “Services Fee” means the amount Customer shall pay NCPA, as set forth in Section 7.1 of this Agreement, in consideration for NCPA’s provision of Services to Customer in accordance with the terms and conditions of this Agreement.

2.1.24 “Security Account” means an account established by NCPA pursuant to this Agreement. The Security Account is established to: (1) make timely payments to the CAISO under the CAISO Tariff, (2) provide working capital for NCPA’s provision of Services and to bridge timing differences between the receipt of payments from Customer and the date payments are due to the CAISO, (3) satisfy CAISO security deposit requirements, if any, and (4) protect NCPA from potential Customer default by providing funds and time to cure.

2.1.25 “Services” shall have the meaning as set forth in Section 4.1 of this Agreement.

2.1.26 “Significant Operational Change” shall have the meaning as set forth in Section 15.19 of this Agreement.

2.1.27 “Significant Regulatory Change” shall have the meaning as set forth in Section 15.19 of this Agreement.

2.1.28 “Third Party” means an entity that is not a Party to this Agreement.

2.1.29 “Uncontrollable Forces” means storm, flood, lightning, earthquake, tsunami, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor dispute, sabotage, war, national emergency, restraint by court or public authority, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other causes beyond the control of the affected Party which such Party could not reasonably have been expected to avoid by exercise of Good Utility Practice, due diligence and foresight.

2.1.30 “WECC” means the Western Electricity Coordinating Council, or its successor(s).

2.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms “herein,” “hereto,” “herewith” and “hereof” are references to this Agreement taken as a whole and not to any particular provision; the term “include,” “includes” or “including” shall mean “including, for example and without limitation;” and references to a “Section,” “subsection,” “clause,” “Appendix,” “Schedule,” or “Exhibit” shall mean a Section, subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended from time to time, or its successor. A reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a “day” shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

Section 3. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions under which NCPA will supply Customer with Services.

Section 4. SERVICES TO BE PROVIDED AND STANDARDS OF PERFORMANCE

4.1 NCPA Duties. The duties of NCPA under this Agreement are to provide services to Customer as fully described in Appendix A hereto (“Services”).

4.2 Customer Duties. The duties of the Customer under this Agreement are to:

4.2.1 Timely provide certain information to NCPA that is required for NCPA to perform Services, as fully described in Appendix A hereto.

4.2.2 Make timely payments to NCPA for all CAISO charges and credits for services invoiced by NCPA to Customer in accordance with Section 8 of this Agreement.

4.2.3 Provide staff and other assistance as may be required from time to time to the extent necessary for NCPA to fulfill its duties as described in Section 4.1 of this Agreement.

4.2.4 Comply with all requirements of the CAISO Tariff, as applicable.

4.2.5 Provide security or other deposits required by the CAISO, if any, to NCPA in accordance with Section 11 of this Agreement.

4.2.6 Initially fund and maintain sufficient deposits in its Security Account in accordance with Section 12 of this Agreement.

4.2.7 Make timely payment of all costs associated with NCPA’s provision of Services, as set forth in this Agreement.

4.2.8 Except as provided in Section 6 of this Agreement, defend and indemnify NCPA in regard to Services provided to Customer by NCPA.

4.2.9 Customer shall register as a Scheduling Coordinator and establish a Scheduling Coordinator account (commonly referred to as “SCID”) to which the content of Customer’s portfolio (including, but not limited to, loads, generation, trades, and/or other scheduled CAISO products) shall be transferred and/or migrated by December 31, 2018, whereby upon completing such transfer and/or migration Customer shall act as its own

Scheduling Coordinator, and shall assign certain scheduling and settlement duties and responsibilities to NCPA, acting as Customer's Scheduling Agent.

4.3 Standard of Performance. NCPA will perform Services using the level of skill and attention reasonably required to complete the Services in a competent and timely manner, in accordance with Good Utility Practices.

4.4 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

4.5 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 4.3, and to satisfy NCPA's obligations hereunder.

Section 5. TERM AND TERMINATION

5.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue uninterrupted through April 30, 2020 (the "Initial Term"). At the end of the initial term of this Agreement, or any subsequent term of this Agreement, the term of this Agreement shall automatically extend for an additional one (1) year period unless a Party provides written Notice of Termination pursuant to Section 5.2, of its election not to automatically extend the term of the agreement.

5.2 Termination. This Agreement may be terminated by either Party at the end of the Initial Term, or at the end of any subsequent one (1) year extension, by providing written notice to the other Party at least one hundred eighty (180) Calendar Days prior to the end of the current term of the Agreement ("Notice of Termination").

5.3 No Effect on Prior Liabilities. Termination of this Agreement will not terminate any ongoing or un-discharged liabilities, credits or obligations of either Party, including any contingent liabilities, credits or obligations, resulting from this Agreement until they are satisfied in full, or for which the Party owing the liability has provided a mechanism acceptable to the other Party, for the satisfaction in full thereof.

Section 6. INDEMNITY AND INSURANCE

6.1 Limitation of Liability.

6.1.1 Except as provided in Section 6.1, neither NCPA nor Customer (the “Responsible Party”) shall at any time be liable for any injury or damage occurring to the other (the “Harmed Party”) or any third person or property from any cause whatsoever arising out of this Agreement, and each Party agrees to indemnify, defend and hold harmless the other Party, including their respective governing boards, officials, agents and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys’ fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Party, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

6.1.2 The provisions of this Section 6.1.1 shall not apply where the injury or damage occurring to a Harmed Party is caused by the negligence of the Responsible Party or any of the Responsible Party’s employee’s, agents or contractors, and provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the insurance policies described in Section 6.3, which are maintained by the Responsible Party.

6.2 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or proceeding covered by the provisions of this Section 6.

6.3 Insurance. During the term of this Agreement, both Parties agree to maintain, or cause to be maintained, in full force and effect, and at their respective sole cost and expense, the following types and limits of liability insurance (“Insurance”):

6.3.1 One-million dollars per occurrence for Workers’ Compensation and Employer’s Liability;

6.3.2 One-million dollars in limits per occurrence in Automobile Liability; and

6.3.3 Two-million dollars in single combined limits for Commercial General Liability Insurance.

Evidence of each Party's Insurance shall be maintained, and provided to the other Party upon request. All insurance policies, with the exception of Workers' Compensation, shall name the other Party as additionally insured. Each Party agrees to waive the right of subrogation where it is legal to do so.

Each Party shall designate the required insurance liability limits for any subcontractors performing work in connection with, or in performance of any aspect of this Agreement, and in accordance to their risk management requirements.

Section 7. COMPENSATION

7.1 Compensation for Services. Customer shall pay NCPA the amounts set forth in Appendix B for NCPA's provision of Services to Customer ("Services Fee") in accordance with the terms and conditions of this Agreement. Such amount shall be billed to Customer in accordance with Section 8 of this Agreement.

7.2 CAISO Charges and Credits. All charges and credits invoiced by the CAISO to NCPA associated with Services provided under this Agreement will be charged or credited to Customer, and shall be paid to NCPA by Customer, or by NCPA to Customer, as applicable, in addition to the compensation stated in Section 7.1. Such CAISO charges and credits shall be billed to Customer in accordance with Section 8 of this Agreement.

Section 8. BILLING AND PAYMENT

8.1 Invoices. NCPA will issue a monthly invoice to Customer for estimated and actual costs, including, but not limited to, CAISO charges and credits, costs associated with NCPA's provision of Services, and all other costs for Services (e.g., power supply costs) provided in accordance with this Agreement. Such invoices will be made pursuant to the requirements and procedures provided for in this Agreement. NCPA will issue invoices to Customer using electronic media and physical distribution.

8.2 Payment of Invoices. All non-emergency invoices delivered by NCPA to Customer are due and payable thirty (30) Calendar Days after the date that the invoice is received; provided, however, that any amount due on a day other than a Business Day may be paid on the next following Business Day. NCPA may apply Customer's Security Account to the payment of all or any portion of an invoice to Customer if payment is not received by the applicable due date, provided that application of such funds from the Security Account shall not relieve Customer from any late payment charges pursuant to Section 8.3. To the extent that NCPA applies funds from the Security Account to pay an amount due under an invoice, following receipt of payment of such invoice by Customer, NCPA shall deposit the relevant portion of the payment into the Security Account and credit such deposit to Customer. Emergency invoices delivered by NCPA shall be due and payable on the date indicated on such invoice, or as indicated in Section 12.5, whichever is later.

8.3 Late Payments. Any amount due and not paid by Customer in accordance with Sections 8.2, Section 11 and Section 12 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America N.A. then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

8.4 Billing Disputes. Customer may dispute the accuracy of any invoice, or any adjustment to an invoice, issued by NCPA under this Agreement by submitting a written dispute to NCPA, within twelve (12) months of the date of such invoice. Notwithstanding the foregoing, Customer shall pay the full amount billed when due for all costs other than amounts invoiced for the Services Fee, and Customer shall pay the full undisputed amount billed when due for the Services Fee. If Customer does not timely question or dispute the accuracy of any invoice in writing, or if NCPA does not identify a discrepancy in the invoice that requires a correction, the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to Customer. If NCPA and Customer fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after Customer has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and

Customer fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the dispute resolution procedures set forth in Section 13 of this Agreement. Provided, however, that prior to resorting to alternative dispute resolution procedures, the full amount of the disputed invoice for all costs other than amounts invoiced for the Services Fee must have been paid. Upon resolution of a dispute, the disputed amount shall be paid within five (5) Business days.

8.5 Billing/Settlement Data. NCPA shall make billing and settlement data available to Customer, or its designee, as part of the invoice delivered by NCPA, or upon request. NCPA shall make billing and settlement support information available to Customer using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be as established by the NCPA Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require Customer to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal for the purpose of protecting confidential information, consistent with the provisions contained in Section 15.1 of this Agreement.

8.6 Examination of Books and Records. Customer shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files or other documents or material, in electronic or any other form, that NCPA prepares or obtains pursuant to this Agreement and that relate to the Services provided hereunder, shall be stored and maintained by NCPA in accordance with NCPA's records retention policies and procedures, as such may be modified from time to time.

Section 9. COOPERATION AND FURTHER ASSURANCES

Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this

Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 10. DEFAULTS

10.1 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Party (the “Defaulting Party”):

(i) the failure of Customer to make any payment (other than an emergency addition to the Security Account pursuant to Section 12.5) in full to NCPA when due, where such failure is not cured within thirty (30) Calendar Days following receipt of written notice from NCPA demanding cure;

(ii) the failure of Customer to make any payment of an emergency addition to the Security Account pursuant to, and following applicable notice periods under, Section 12.5;

(iii) the failure of a Party to perform any covenant or obligation of this Agreement, including the requirements of each Party set forth in Section 4, where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from the other Party demanding cure. Provided, that this subsection shall not apply to any failure to make payments specified by subsection 10.1 (i) or (ii); or

(iv) if any representation or warranty of a Party material to the Services provided hereunder shall prove to have been incorrect in any material respect when made and the Party does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days of the date of receipt of notice from a Party demanding cure.

10.2 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces. Provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide oral notice to the General Manager, or in the case of Customer, to the representative selected by Customer, using telephone communication within two (2) Business Days of the onset of the Uncontrollable Force, and subsequently provide written notice to the Party's representative within ten (10) Business Days of the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable dispatch. Provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

10.3 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 10.1 above, as may be applicable.

10.4 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 10.1, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action a non-defaulting Party may have against the defaulting Party, a non-defaulting Party may take any or all of the following actions:

(i) NCPA may suspend the provision of Services under this Agreement to Customer;

(ii) NCPA may demand that Customer provide further assurances to guarantee the correction of the default;

(iii) The non-defaulting Party may terminate this Agreement as to the defaulting Party, on ten (10) Calendar Days prior written notice to the Defaulting Party;

(iv) NCPA may utilize the funds available in Customer's Security Account to cure a default under Section 10.1(i) and thereafter demand replenishment of the Security Account.

10.5 Effect of Termination or Suspension.

10.5.1 Generally. The termination or suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

10.5.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA in accordance with Section 10.4 (i), Customer shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the costs associated with NCPA's provision of Services that were not recovered from Customer as a result of such suspension.

10.5.3 Termination. If this Agreement is terminated by a Party in accordance with Section 10.4 (iii), the Defaulting Party shall pay any and all costs incurred by the other Party as a result of such termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination, and as to Customer, any portion of costs associated with NCPA's provision of Services that were not, or will not be, recovered from Customer as a result of such termination.

Section 11. CAISO SECURITY DEPOSIT AND CREDIT REQUIREMENTS

Except as may otherwise be provided herein, any credit requirements required by the CAISO, including, but not limited to, security, collateral, unsecured credit, or other deposits required by the CAISO, shall be provided by Customer prior to NCPA providing Services under this Agreement, and shall be maintained as may be required thereafter pursuant to the CAISO Tariff. Failure to maintain sufficient credit, security, collateral, unsecured credit, or other deposits may impact NCPA's ability to perform certain Services under this agreement. NCPA

shall maintain a detailed accounting of Customer's credit, security, collateral, unsecured credit or other deposits. Any changes in credit, security, unsecured credit or other deposits required by the CAISO Tariff may be provided by NCPA from Customer's Security Account, and NCPA shall invoice Customer within two (2) Business Days for such required amounts, and will use the funds collected from Customer to fund the Security Account.

Section 12. SECURITY ACCOUNT

Any Customer deposits into the Security Account pursuant to this Agreement shall be separate from and in addition to any security accounts maintained pursuant to any other agreements between NCPA and the Customer, NCPA and any Third Person, or any other such security account required of Customer.

12.1 Applicability. The requirement for Customer to initially deposit and maintain a Security Account pursuant to Section 12.2 and Section 12.3 is only applicable if NCPA, acting for or on behalf of Customer, is directly responsible for making payments to the CAISO and processing charges and credits invoiced by the CAISO to NCPA, associated with Services provided under this Agreement, including all charges and credits associated with security deposits, if any, as may be required pursuant to the CAISO Tariff. For the purpose of clarity, when NCPA provides Services as Customer's Scheduling Coordinator, Section 12.2 and Section 12.3 shall apply; provided, however, when NCPA provides Services as Customer's Scheduling Agent, Customer shall not be required to initially deposit and maintain a Security Account pursuant to Section 12.2 and Section 12.3 if Customer retains the direct responsibility for making payments to the CAISO and processing charges and credits invoiced by the CAISO to Customer, associated with Services provided under this Agreement, including all charges and credits associated with security deposits as may be required pursuant to the CAISO Tariff.

12.2 Initial Amounts. Prior to NCPA providing Services, Customer shall deposit into a Security Account held by NCPA an amount equal to the highest three (3) months of estimated CAISO invoices (including, but not limited to, costs and/or credits for energy, Grid Management Charge fees, operating reserves costs, and regulation capacity costs) for the succeeding twelve (12) months; provided, however, that such deposit may be satisfied in whole or in part either in

cash or through a clean, irrevocable letter of credit satisfactory to the General Manager. NCPA shall maintain a detailed accounting of Customer's deposit in the Security Account. For the purpose of clarity, the estimated CAISO invoice amount, if any, as referred to herein, shall be equal to Customer's Estimated Aggregate Liability (EAL).

12.3 Subsequent Deposits. Periodically, and at least quarterly but not more than monthly, NCPA shall review and revise its estimate of all costs Customer shall be obligated to pay under this Agreement. Following such review, NCPA shall determine whether Customer has a sufficient balance in the Security Account. To the extent that Customer's balance in the Security Account is greater than one hundred and ten percent (110%) of the amount required by Section 12.2, NCPA shall credit such amount as soon as practicable to Customer's next monthly invoice. To the extent that Customer's balance in the Security Account is less than ninety percent (90%) of the amount required by Section 12.2, NCPA shall add such amount as soon as practicable to Customer's next monthly invoice, or as necessary, to a special invoice to Customer; provided, however, that Customer shall have at least ten (10) Business Days to provide such additional funds. Credits or additions shall not be made to the extent Customer satisfies these Security Account requirements through the use of a letter of credit, provided that if Customer funds the entire Security Account with a letter of credit, the amount of the letter of credit shall be adjusted by Customer as necessary in a like manner to assure an amount equal to the highest three (3) months of CAISO invoices is available to NCPA.

12.4 Use of Security Account Funds.

12.4.1 NCPA may use any and all funds deposited into the Security Account (or utilize a letter of credit provided in lieu thereof) to pay any costs it incurs hereunder, irrespective of whether NCPA has issued an invoice for such costs to Customer or whether Customer has made timely payments of invoices. Should Customer satisfy its Security Account requirements in whole or part through a letter of credit, NCPA shall have the right to draw on such letter of credit to satisfy obligations hereunder.

12.4.2 If funds deposited into the Security Account, or provided through a letter of credit, are used by NCPA to pay any costs it incurs hereunder, NCPA, pursuant to Section

8.5, will maintain a detailed accounting of Customer's shares of funds withdrawn from the Security Account or letter of credit.

12.5 Emergency Additions. In the event that the funds are withdrawn pursuant to Section 12.4 of this Agreement, or if the Security Account is insufficient to allow payment of a CAISO invoice, NCPA shall notify Customer and then prepare and send a special or emergency assessment to Customer. Customer shall pay to NCPA such assessment when and if assessed by NCPA within two (2) Business Days of the invoice date of the assessment or consent to and direct NCPA to draw on any existing letter of credit Customer has established for such purposes.

12.6 Accounting and Interest. NCPA shall maintain a detailed accounting of Customer's deposits into and withdrawals from the Security Account. Interest, if any, earned on the Security Account shall be credited to Customer's Security Account. NCPA makes no representation that the Security Account will earn any particular amount of interest or any interest.

12.7 Return of Funds. On the termination of this Agreement Customer's Security Account funds shall be paid to Customer fifteen (15) Calendar Days after the effective date of such termination. NCPA shall estimate the then reasonable outstanding liabilities of Customer, including any reasonably estimated contingent liabilities, and shall retain all such funds until all such liabilities have been fully paid or otherwise satisfied in full. After such determination by the General Manager, the balance of Customer's Security Account will be refunded to Customer within fifteen (15) Calendar Days. The methodology used by NCPA to calculate the amounts retained will be provided to Customer. Any disputes regarding amounts retained by NCPA will be subject to Section 13 of this Agreement.

Section 13. SETTLEMENT OF DISPUTES

13.1 Settlement of Disputes. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Customer and NCPA agree to resolve the dispute in accordance with the following:

13.1.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute.

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

13.1.3 If the issue remains unresolved after sixty (60) Calendar Days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

13.1.4 This informal resolution process is not intended to nor shall be construed to change the time periods for failing a claim or action specified by Government Code § 900, *et seq.*

Section 14. STATUS OF NCPA

At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Customer. Customer shall have the right to control NCPA only insofar as the results of NCPA's Services rendered pursuant to this Agreement; however, otherwise Customer shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA 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 Customer, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Customer and entitlement to any contribution to be paid by Customer for employer contributions and/or employee contributions for PERS benefits.

Section 15. MISCELLANEOUS

15.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible,

consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any of the other Party's (the "Supplying Party") confidential data or information ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days of receipt of the Disclosure Request. Within three (3) Business Days of receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party's attorney's fees; or

(ii) the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

15.2 No Recourse Against Customer and/or NCPA Members. Both Customer and NCPA are organized as a joint powers agency/authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.), pursuant to the Joint Powers Agreement in the case of NCPA, and pursuant to a Joint Powers Agreement dated as of December 1, 2016 in the case of Customer, and each are a public entity separate from its constituent members. Customer and NCPA shall separately be responsible for all its own debts, obligations and liabilities accruing and arising out of this agreement. NCPA and Customer acknowledge that it shall have no rights and shall not make any claims, take any actions or

assert any remedies against the other Parties constituent members in connection with this Agreement.

15.3 Survival of Obligations. The defense and indemnity obligations of Section 6.1.1 shall survive the termination of this Agreement.

15.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL A PARTY OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

15.5 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the other Party. Any such waiver by the other

Party in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

15.6 Amendments. Unless otherwise provided for in this Agreement, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

15.6.1 Amendments of Appendices. The Appendices that are attached to and made part of this Agreement include detailed principles, descriptions and procedures for NCPA's provision of Services to Customer. Upon mutual written consent of the Designated Representative of each Party, the Appendices of this Agreement may be amended from time to time, without the requirement of an approval as required pursuant to Section 15.6; provided, however, Appendix A and Appendix B may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

15.7 Assignment of Agreement.

15.7.1 Binding Upon Successors. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

15.7.2 No Assignment. This Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, where such consent shall not be unreasonably withheld.

15.8 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

15.9 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

15.10 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

15.11 Notices. Any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when delivered to the person specified below (the “Designated Representative”):

NCPA:
David Dockham
Assistant General Manager, Power Management
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

Customer:
Nicolas Chaset
Chief Executive Officer
1111 Broadway Floor 3
Oakland, CA 94607

With an additional copy of notices for an Event of Default to:

Supria Ranade
[Email: sranade@ebce.org]

Howard Chang
[Email: hchang@ebce.org]

Stephen Hall
Troutman Sanders LLP
100 SW Main St. Ste. 1000
Portland, OR 97204
Phone: 503-290-2336
Email: Steve.Hall@troutmansanders.com

All notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication. A Party may change its Designated

Representative by providing notice to the other Party, and such change shall not constitute an amendment to this Agreement.

15.12 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms.

15.13 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

15.14 Venue. In the event that a Party brings any action 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 San Francisco or in the United States District Court for the Northern District of California.

15.15 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

15.16 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 6.1.1 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

15.17 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

15.18 Integration; Incorporation. This Agreement, including all the appendices attached hereto, represents the entire and integrated agreement between Customer and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral. All appendixes attached hereto are incorporated by reference herein.

15.19 Reliability Requirements. Unless otherwise specifically provided for herein, the Parties acknowledge that Customer and NCPA may be both individually responsible for compliance with the WECC and NERC Reliability Standards and criteria applicable to the functions for which each Party are respectively registered with NERC. The references to WECC and NERC Reliability Standards, if any, throughout this Agreement do not make any alteration or enlargement of the requirements or standards applicable to each Party beyond their individual registrations with NERC.

15.20 Significant Regulatory Change or Operational Change.

15.20.1 A “Significant Regulatory Change” shall be deemed to occur if FERC, the CPUC, the CAISO or any other court, public authority, governmental, or other lawfully established civilian authorities having jurisdiction, issues an order or decision or adopts or modifies a tariff or filed contract, or enacts a law that materially interferes with the ability of any Party to perform any of its obligations under this Agreement.

15.20.2 A “Significant Operational Change” shall be deemed to occur due to (i) material amendments and/or revisions to any tariffs, contracts or other applicable documents referenced in this Agreement that directly affect a Party’s obligations under this Agreement, (ii) an action taken by the Balancing Authority that directly affects a Party’s obligations under this Agreement, or (iii) a significant and material change in Customer’s

supply and demand portfolio that may result in a significant and material change in the scale and scope of services contemplated at the Effective Date of this Agreement.

15.20.3 Notification of Significant Regulatory Change or Operational Change. At any time during the term of this Agreement, if any Party anticipates the occurrence of a Significant Regulatory Change or Significant Operational Change that may reasonably be expected to materially interfere with the ability of any Party to perform any of its obligations under this Agreement, or such Significant Regulatory Change or Significant Operational Change occurs, such Party shall provide written notice to the other Party as soon as practicable. The notice shall contain a description of the Significant Regulatory Change or Significant Operational Change, including expected time schedules, and of the effect of the significant change to the Parties. If the Party giving notice believes that it will be necessary to amend this Agreement to address the anticipated change or change when it has occurred, then the notice to the other Party may include a proposal that the Parties meet to negotiate an appropriate amendment to this Agreement. The Parties shall promptly enter into good faith negotiations and attempt to achieve a mutually agreeable modification to this Agreement to address any such Significant Regulatory Change or Significant Operational Change.

15.20.4 Amendment of Agreement. If the Parties agree that an amendment to this Agreement is necessary to address a Significant Regulatory Change or Significant Operational Change, the Parties will proceed to negotiate such amendment in good faith. If the Parties have not reached agreement within one hundred and twenty (120) Calendar Days of the date of the first meeting, either Party may terminate this Agreement upon ninety (90) Calendar Days prior written notice provided to the other Party.

IN WITNESS WHEREOF, NCPA and Customer have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

Northern California Power Agency

East Bay Community Energy Authority

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

Attest:

Approved as to Form:

APPENDIX A
SCOPE OF SERVICES

All services provided by NCPA to Customer pursuant to this Agreement are described in this Appendix A (collectively referred to herein as “Services”).

Section 1. SCHEDULING SERVICES

As of the Effective Date of this Agreement, NCPA shall act as Customer’s Scheduling Coordinator until the earlier of either: (i) the date on which Customer has completed the process of transferring and/or migrating the content of its portfolio (including, but not limited to, loads, generation, trades, and/or other scheduled CAISO products) from a Scheduling Coordinator account (commonly referred to as “SCID”) registered by NCPA, to a Scheduling Coordinator account registered by Customer, or (ii) December 31, 2018. At such time, Customer shall then act as its own Scheduling Coordinator, and shall assign certain scheduling and settlement duties and responsibilities to NCPA, acting as Customer’s Scheduling Agent, as further described in Appendix A hereto.

1.1 Description of Service. NCPA shall provide scheduling services (“Scheduling Services”) to Customer, acting as Customer’s Scheduling Coordinator or Scheduling Agent, as further set forth herein, in accordance with this Agreement, the CAISO Tariff, and other rules and requirements, as applicable. Scheduling Services include the following duties, and are furthermore described in Appendix C of this Agreement:

1.1.1 NCPA, in coordination with Customer, will facilitate Customer’s Scheduling Coordinator registration with the CAISO. NCPA will assist Customer with managing the various steps that are required to complete all of the Scheduling Coordinator certification requirements set forth in the CAISO Tariff and Business Practice Manuals.

1.1.2 NCPA will assist Customer with the process of transferring Customer’s resources from the Scheduling Coordinator account in which they currently reside, if any, to either NCPA’s Scheduling Coordinator account, or Customer’s Scheduling Coordinator account.

1.1.3 NCPA shall be responsible for managing and coordinating certain activities that are within its direct control, as further described in Appendix F of this Agreement, required to enable the content of Customer's portfolio ((including, but not limited to, loads, generation, trades, and/or other scheduled CAISO products) to be scheduled and settled within the CAISO markets consistent with Customer's goal to commence operations as of the launch date ("Launch Date") set forth in Appendix F.

1.1.4 Development and submission of schedules and Bids for Customer's loads, resources, trades, ancillary services and/or other CAISO products in the CAISO energy and ancillary services markets, or other markets, as applicable. All schedules and Bids will be made and submitted to the CAISO in accordance with Appendix C and the CAISO Tariff, or other balancing authority areas in accordance with the applicable rules and requirements. Customer's owned and operated generation facilities, if any, for which NCPA supplies Scheduling Services on behalf of are listed in Appendix E.

1.1.5 NCPA shall perform outage coordination and management for Customer's generating resource planned and unplanned outages in accordance with applicable rules and requirements, including, but not limited to, the CAISO Tariff and associated operational procedures.

1.1.6 Obtain and maintain settlement quality meter data in accordance with the CAISO Tariff, the MSA CAISO ME or MSA SC, as applicable, to be used for multiple purposes, including, but not limited to forecasting and settlement validation. For the purpose of clarity, Customer intends to acquire, or has acquired, the services of a Third Party supplier to provide and/or perform meter data management services on behalf of Customer. Meter data management services include, but are not limited to, collection of meter data, validation of meter data, profiling and formatting of meter data, and development and submission of Settlement Quality Meter Data to the CAISO in accordance with the requirements of the CAISO Tariff. Metering services provided by NCPA, as contemplated herein, are limited to collecting the processed Settlement Quality Meter Data from and/or through applicable access, as provided by the CAISO (e.g., querying data from

the CAISO MRI-S software application), storing such data, and using the data for the purpose of forecasting and validating CAISO settlement charges and credits attributed to Customer's activities. In addition to SQMD quality data, NCPA will store and make available additional meter data, including aggregated data and/or advanced metering infrastructure interval data, to the extent such data is available to NCPA via Customer or Customer's Third Party meter data manager agent.

1.1.7 Submit regulatory data to appropriate Balancing Authorities by defined deadlines, including Resource Adequacy supply plans and compliance filings.

1.1.8 Develop, submit and management of E-Tags for Customer interchange transactions.

1.1.9 Review, validate, and reconcile CAISO settlement charges and credits for services, file timely disputes and pursuant dispute resolution.

Section 2. CONTROL CENTER SERVICES

2.1 Description of Service. Customer may elect to have NCPA provide control center services ("Control Center Services") for Customer's owned and operated generation facilities (if any) for which NCPA supplies Scheduling Coordination Services. Such duties shall include the following, and are furthermore described in Appendix D of this Agreement:

2.1.1 Monitoring and dispatching of Customer generation facilities.

2.1.2 Management of unplanned outages and system emergencies.

2.1.3 Monitor real time telemetry, data flow and manage system data.

2.1.4 Call-out field and emergency service personnel in response to certain operational conditions.

2.1.5 Operational coordination, communication, monitoring and equipment clearance and switching with Customer's generation facility personnel and Third Parties.

2.1.6 Monitor alarms and operate Customer generation facilities in accordance with any applicable Operating Procedures and requirements, as may be set forth in Appendix D, including regulatory and/or environmental requirements.

2.1.7 Comply with the Customer Emergency Action Plan (“EAP”), and initiating the EAP as required.

Section 3. PORTFOLIO MANAGEMENT AND OPTIMIZATION SERVICES

3.1 Description of Services. NCPA shall provide portfolio management and optimization services (“Portfolio Management and Optimization Services”) to Customer pursuant to this Agreement. Portfolio Management and Optimization Services include the following duties:

3.1.1 Acting as an Operating Entity on behalf of Customer.

3.1.2 Providing pre-scheduling and real-time optimization services (including development of bidding strategies) for Customer’s loads and resources.

3.1.3 Performing long term, medium term and short term resource planning and optimization on behalf of Customer.

3.1.4 Development and management of load and resource balance information; providing transactional recommendations in coordination with planning and risk management strategies adopted by Customer.

3.1.5 Detailed support and assessment of any power generation RFP solicitations, which will include but not be limited to design of RFPs, assessment of proposals, and interviewing project developers, etc.

3.1.6 Focused industry restructuring and advocacy support within the CAISO stakeholder initiative process, in support of Customer’s planning and optimization activities; provided, however, NCPA is not authorized to directly advocate and/or assume policy positions, on behalf of Customer, that are inconsistent with and/or in conflict with policy positions and/or objectives of NCPA’s Members.

3.1.7 Entering into Balance of Month Transactions for purchasing and selling energy, capacity, transmission capacity, and other related services and products on behalf of Customer.

3.1.8 Monitor and analyze contract requirements, and provide recommendations and other advice to Customer regarding strategies for maximizing the benefits of such contracts.

3.1.9 Provide support with development of master agreements and other transacting instruments.

3.1.10 Coordination of daily and intra-daily operational communications with Customer's operational counterparts, including coordination with Customer's energy supplier counterparties and meter data management agent.

3.1.11 Performing transactional and bilateral checkouts and settlements for physical and financial energy, and energy related product transactions, and initiating and processing related disputes.

3.1.12 Perform load forecasting and provide accurate real time, hour ahead, day ahead, week ahead, and month ahead load forecasts to Customer based on aggregate load data across weather/geography segments and if available advanced metering infrastructure interval data.

3.1.13 Provide monthly forecast reconciliation reports comparing forecast to actual electric usage, and update forecasting models, as required, to reduce systematic forecasting errors.

3.1.14 Submit Congestion Revenue Rights nominations and bids, acting as Customer's agent, and provide quarterly effectiveness reports.

3.1.15 Develop and provide performance reports and operational reports to Customer, and provision of interval and summary data through use of web based portal interface.

3.1.16 Develop and provide risk management services, including development of risk management policies and regulations, strategies, and reporting tools.

3.1.17 NCPA will provide transparency into all model methodologies and inputs for analysis, including but not limited to load forecasting, congestion revenue rights trading analysis, and risk management services. NCPA will further provide training associated with such analysis and modeling to Customer.

3.1.18 NCPA and Customer will engage in regularly scheduled in person meetings to review risk management and portfolio review on a monthly basis, or at intervals that both parties agree to be reasonable.

Section 4. INFORMATION REQUIREMENTS

4.1 Information Requirements. To enable NCPA to perform the duties associated with Services provided to Customer in accordance with this Agreement, Customer shall timely provide the following information, instructions, and communications to NCPA (as applicable):

4.1.1 Meter Data. Customer shall provide NCPA access to settlement quality meter data from loads and resources scheduled and Bid by NCPA for Customer under this Agreement, and to maintain such meters and metering equipment in accordance with the standards and requirements as set forth in the CAISO Tariff, as such may be applicable.

4.1.2 Operational Data. Customer shall provide NCPA access to certain real-time operational systems and information if applicable and available (as mutually determined by NCPA and Customer) including, but not limited to: (i) Supervisory Control and Data Acquisition (“SCADA”) systems, (ii) Programmable Logic Controllers (“PLC”), and (iii) Real-time telemetry and recording devices.

4.1.3 Scheduling and Operating Procedures. NCPA shall prepare, and Customer shall approve, written scheduling procedures (“Scheduling Procedures”) and operating procedures (“Operating Procedures”) related to Customer loads and generation resources that convey Customer’s guidelines for how NCPA is to perform certain Scheduling Services and Control Center Services under this Agreement, and included at such time as Appendix C

and Appendix D, respectively. Such Scheduling Procedures and Operating Procedures shall be agreed to sufficiently in advance of their application so as to reasonably enable NCPA to perform such activities.

Section 5. SUPPLEMENTAL SERVICES IN ACCORDANCE WITH TASK ORDER PROCESS

5.1 Description of Service. NCPA may, at its sole discretion, provide certain technical support services, or other advisory services, to Customer upon mutual written agreement between the Parties ("Supplemental Services"). All requests for Supplemental Services shall be submitted by Customer to NCPA in accordance with the task order process described in Appendix G ("Task Order Process").

5.2 Compensation for Supplemental Services. Costs for NCPA's provision of Supplemental Services shall be charged to Customer on a time and materials basis. Pursuant to Section 7.1 of this Agreement, in consideration of NCPA's provision of Supplemental Services, Customer shall pay NCPA the sum of: (i) an amount equal to the number of hours required to complete each respective task, multiplied by the applicable hourly rate listed in the Supplemental Services Rate Schedule contained in Appendix B, and (ii) out of pocket expenses and the cost of materials. The scope of each Supplemental Service shall be specified in each respective task order ("Task Order Request") developed by the Parties pursuant to the Task Order Process.

Section 6. SERVICE TRANSITION

6.1 The Parties acknowledge that prior to the date on which specific Services shall be supplied by NCPA for a specific Customer load and/or generating resource, the Parties may be required to perform certain work and other activities to establish and enable the systems and processes that are required to perform Services as of the date on which Services for a specific Customer load and/or generating resource is to commence. Such activities may include establishing common business practices, developing business requirements, establishing connectivity of systems and equipment, coordinated training of staff, and other activities that may be required to enable NCPA to provide, and Customer to receive, Services. During this transition period (the "Transition Period"), the Parties agree to cooperate in good faith to

establish and enable the systems and processes that are required to perform Services. All activities to be performed by NCPA during the Transition Period are included as part of the comprehensive Services provided to Customer, pursuant to this Agreement, even though such work and activities may be performed by NCPA prior to the date on which specific Services shall be supplied by NCPA for a specific Customer generating resource.

6.2 Upon termination of this agreement, NCPA will provide to Customer any data pertaining to Customer's operations and relevant training and documentation pertaining to the Services provided under this Agreement.

APPENDIX B

COMPENSATION SCHEDULE

Pursuant to Section 7.1 of this Agreement, Customer shall pay NCPA the amounts listed in this Appendix B (the "Compensation Schedule") in consideration for Services provided under this Agreement.

Section 1. COMPENSATION SCHEDULE

1.1 In consideration for NCPA's provision of all Services, except Supplemental Services, Customer shall pay NCPA an amount equal to Six Hundred Forty Thousand Dollars (\$640,000.00) for Services rendered during the first one (1) year period in which NCPA is supplying Services to Customer; more specifically, the first one (1) year period shall begin on May 1, 2018, and shall continue through April 30, 2019. If the date on which NCPA begins supplying Scheduling Services to Customer occurs after May 1, 2018, the compensation amount listed herein for the first one (1) year period shall be prorated based on the actual date on which NCPA begins supplying Scheduling Services to Customer (e.g., if NCPA begins supply Scheduling Services to Customer on June 1, 2018, the compensation amount listed herein for the first one (1) year period shall be equal to \$640,000.00 multiplied by 0.92 (or 11/12 of the year)). Furthermore, if the date on which NCPA begins supplying Scheduling Services to Customer occurs after the first (1st) day of a monthly period during the first one (1) year period, the monthly payment made from Customer to NCPA shall be prorated based on the number of Calendar Days during such month.

1.2 For each subsequent one (1) year period of the term of this Agreement, Customer shall pay NCPA an amount equal to: (i) the sum of the annual amount charged to Customer during the prior year escalated at a rate of two percent (2%) per year. For the purpose of clarity, for the one (1) year period immediately following the first one (1) period, the amount of compensation used to perform the calculation described in Section 1.2 of Appendix B shall be \$640,000.00, even if such amount is prorated during the first one (1) year period, as further described in Section 1.1 of Appendix B.

1.3 Such annual amounts shall be billed to Customer in twelve (12) equal monthly installments, in accordance with Section 8 of this Agreement.

Section 2. SUPPLEMENTAL SERVICES

2.1 Pursuant to Section 5 of Appendix A, NCPA may provide Supplemental Services to Customer. All costs charged to Customer for Supplemental Services are separate from and in addition to the compensation paid for all other Services, as set forth in Section 1 of this Appendix B. The following is the hourly rate schedule applicable to Supplemental Services ("Supplemental Services Rate Schedule"):

SUPPLEMENTAL SERVICES RATE SCHEDULE	
	CY 2017
Job Classification	Hourly Rate (\$/Hr.)
Accountant/Analyst I-III	\$ 150.00
Administrative Assistant I-III	\$ 90.00
Assistant General Manager	\$ 300.00
Computer Tech Analyst I-IV	\$ 170.00
Sr. Computer Tech Analyst	\$ 180.00
Risk Manager	\$ 180.00
Compliance Manager	\$ 230.00
Engineer/Energy Resource Analyst I-IV	\$ 180.00
Mgr. Information Svcs. and Power Settlements	\$ 240.00
Power Settlements Analyst	\$ 160.00
Power Settlements Manager	\$ 210.00
Scheduler/Planner	\$ 180.00
Supervisor I-III	\$ 230.00

This rate schedule may be amended from time to time by NCPA as its costs of labor increase, and may add, subtract or amend job classification titles (and their respective hourly rates) as its job classification schedule is amended. NCPA shall provide written notice to Customer of any such amendment prior to charging any increased rate.

APPENDIX C

SCHEDULING PROCEDURES

The Scheduling Procedures are separately attached to this Agreement as Appendix C.

EBCE-PM-401 – Scheduling and Bidding

APPENDIX D

OPERATING PROCEDURES

The Operating Procedures are separately attached to this Agreement as Appendix D.

RESERVED

APPENDIX E

CUSTOMER RESOURCES

The following is a list of Customer's resource for which NCPA provides Services pursuant to this Agreement.

RESERVED

APPENDIX F

IMPLEMENTATION MILESTONES

Customer, in coordination with NCPA, is striving to complete various activities and requirements that are critical for enabling Customer to commence its operations and begin serving the load of its customers effective June 1, 2018 (the “Launch Date”). Pursuant to Section 1.1.3 of Appendix A, NCPA is responsible for managing and coordinating certain activities that are within its direct control that are required to enable the content of Customer’s portfolio to be scheduled and settled within the CAISO markets as of the Launch Date. The activities contemplated under Section 1.1.3 of Appendix A for which NCPA is directly responsible for are identified herein:

1. Submit and request registration of a new SCID under which Customer’s portfolio content can be scheduled.
2. Initiation of a NRI Project with the CAISO, and submit a SQMD Plan in coordination with Customer’s meter data management agent.
3. Submit a DLAP association letter, on behalf of Customer, to the CAISO for processing.
4. Submit LSE ID registration request to CAISO for processing.
5. Development of internal software / interfaces to be used for scheduling and settling Customer’s portfolio content in the CAISO markets.

APPENDIX G

TASK ORDER PROCESS

Pursuant to Section 5 of Appendix A, the Parties may agree to certain Supplemental Services. All requests for Supplemental Services shall be submitted by Customer to NCPA in accordance with the Task Order Process described in this Appendix G.

Section 1. Task Order Process

1.1 Submission of a Task Order. Customer may submit a Task Order Request for Supplemental Services to NCPA in accordance with the terms and conditions of this Agreement. All Supplemental Services requests shall be submitted to NCPA in writing using the task order request form attached to this Appendix G ("Task Order Request Form"). In the Task Order Request Form, Customer shall provide a description of the desired Supplemental Services, a time frame on which Customer is seeking such Supplemental Services to be completed, and all other relevant details that may assist NCPA's review and consideration of the Task Order Request.

1.2 Review of Task Order Request. Once NCPA receives a Task Order Request from Customer, NCPA will review the Customer's request to determine if NCPA can perform the desired work. Once NCPA has completed its review of the Task Order Request, NCPA will provide a written response to Customer to confirm that NCPA is either: (i) able and willing to perform the Supplemental Services as requested, or (ii) not able or not willing to perform the Supplement Services as requested. If NCPA is able and willing to perform the Supplemental Services as requested, NCPA will provide a written proposal for NCPA's provision of the requested Supplemental Services to Customer, including a detailed project scope and estimated cost for performing the desired work ("Supplemental Services Task Order").

1.3 Task Order Confirmation. Upon receipt of the Supplemental Services Task Order, if any, Customer may agree to accept or not accept NCPA's proposal to supply Supplemental Services. If Customer agrees to accept NCPA's proposal to supply Supplemental Services, upon mutual written consent of the Designated Representatives of each Party, the Parties shall

confirm the terms and conditions of the Supplemental Services by executing the Supplemental Services Task Order. NCPA shall invoice Customer for the full estimated cost of the Supplemental Services, as set forth in the Supplemental Services Task Order, prior to NCPA's provision of the Supplemental Services to Customer. Such amounts shall be billed to Customer in accordance with Section 8 of this Agreement.

1.4 Billing Adjustments. Upon completion of the Supplemental Services, NCPA shall provide a final written accounting for all actual costs associated with NCPA's provision of the Supplemental Services to Customer, and shall either: (i) refund any positive difference between estimated costs and actual costs, or (ii) invoice Customer for the amount of actual costs that are greater than the amount of estimated costs collected from Customer ("Adjustment Amount"). Any Adjustment Amount shall be billed to Customer in accordance with Section 8 of this Agreement.

1.5 Disputes. Any disputes associated with NCPA's provision of Supplemental Services to Customer shall be resolved under the dispute resolution procedures set forth in Section 13 of this Agreement.

Northern California Power Agency

Task Order Request Form

Attention: Contract Administration
651 Commerce Drive
Roseville, CA 95678
Phone: 916-781-4229
Email: tony.zimmer@ncpa.com

Dated As: _____

Date of Completion: _____

Customer Information:

Customer Name: _____

Designated Representative: _____

Address: _____

Phone: _____

Email: _____

Task Details

Additional Notes:

[Customer Designated Representative]