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# Minutes - DRAFT

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**To:** NCPA Commission  
**From:** Cary A. Padgett, Assistant Secretary to the Commission  
**Subject:** November 29, 2018, NCPA Commission Meeting

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

Chair Roger Frith called the meeting to order at 9:33 am at NCPA's Roseville Office, 651 Commerce Drive, Roseville California. A quorum was present. Introductions were made. Those in attendance and are shown on the attached attendance list.

## 2. *Approve Minutes of the October 25, 2018, Regular Commission Meeting*

Motion: A motion was made by Greg Scharff and seconded by Mark Chandler to approve the Minutes of the *October 25, 2018, Regular Commission Meeting*. The motion carried unanimously on a voice vote of those members present.

## PUBLIC FORUM

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

## REPORTS AND COMMITTEE UPDATES

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

Bob Lingl, **Lompoc**, read the story for this month's 50<sup>th</sup> Anniversary commemorative pin that was provided to the Commission. This month's pin highlighted innovation and collaboration in an ever changing electricity market.

General Manager Randy Howard reported:

- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- NCPA co-hosted a luncheon with Southern California Public Power Authority (SCPPA) and California Municipal Utilities Association (CMUA) to thank the lobbying and legislative staff for their efforts during the last legislative session.
- Working with SCPPA on a joint a \$1 Billion Broad Energy Efficiency investment. After discussion with SCPPA staff, this item was deferred to the January 2019 Commission meeting for approval.
- Mailing Holiday cards this year. The cover represents the December 50<sup>th</sup> Anniversary Pin.

- Mailing Holiday cards this year. The cover represents the December 50<sup>th</sup> Anniversary Pin.
- Participated on a public power panel at the California Society of Municipal Analysts (CSMA) that focused on discussing issues impacting California with regards to the wildfire mitigation and planning.
- Visited the hydroelectric facility last week and received an overview and tour of the rewind project. Overall, project is going well.

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

Committee Chair Frith reported the Committee met twice since the last Commission meeting. The Committee met on November 5 under a Special Agenda to discuss the Performance Evaluation of the General Manager and General Counsel in closed session. No reportable action was taken on both items. The Committee also met that morning and heard reports from the General Manager and General Counsel. The Committee met in closed session to discuss four closed session items, and took action in open session on items 43, 44, 45, and 46 on today's agenda. The Committee recommended Commission approval of all items.

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

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed items 12-20, 22, and 28 on today's Agenda. The Committee did establish a quorum, and recommended Commission approval. The Committee also discussed items 25 and 26 on today's agenda. The Committee did not have a quorum for those two items, but did recommend Commission approval. The Committee also discussed and heard a report on the Hydroelectric Rewind Project.

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

Committee Chair David Hagele reported the Committee met once since the last Commission meeting. The Committee heard a report from PFM on the current condition of the financial markets, NCPA's debt portfolio and discussed the Letter of Credit with the Bank of Montreal that is scheduled to terminate in September. The Committee heard a report from NCPA's General Counsel on a proposal received for Bond, Disclosure and Tax Counsel, which is item 30 on today's agenda.

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

General Counsel Jane Luckhardt reported that the Committee met once under a Special Agenda since the last Commission meeting. The Committee discussed item 37 on today's agenda in closed session. The Committee did not establish a quorum, but did recommend Commission approval.

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

Committee Chair Mark Chandler reported the Committee met once since the last Commission meeting. The Committee reviewed and discussed the 2019 strategic goals and initiatives for the Legislative and Regulatory Program. The Committee also heard a report on state and federal legislative issues, as well as recommended Commission approval of a multi-task agreement to provide EM&V and Technical Advisory services, which is item 23 on today's agenda.

An outline of upcoming Agency events was provided: Capitol Day is scheduled on February 4, 2019; NCPA's Strategic Issues Conference (SIC) is scheduled for January 15-17, 2019, at the Kimpton Sawyer Hotel in Sacramento; and the 2019 NCPA/NWPPA Federal Policy Conference is scheduled for April 28-May 2 in Washington, D.C.

The next Committee meeting is scheduled on February 20 at NCPA's office in Roseville.

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

Kirsten Schreder, **Redding**, thanked the NCPA team for the money raised to help support those impacted by the Carr Fire. As well, she provided an update on the incoming and outgoing Council Members.

Bob Lingl, **Lompoc**, express his deep appreciation and thanked everyone for their support over the past several years. At this time, a new Lompoc Commissioner has not been appointed. Brad Wilke was selected as the new Utility Director and his first day is set for January 19, 2019.

## 10. **CONSENT CALENDAR**

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

No items were pulled from the Consent Calendar for discussion. Due to a conflict of interest on one of the consent items, Commissioner Jerry Serventi (Alameda) stepped out of the meeting for the roll call vote. Alternate Commissioner Nico Procos represented Alameda.

**Motion:** A motion was made by Bob Lingl and seconded by Greg Scharff to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item. *San Francisco BART, Gridley, Truckee Donner, and Ukiah were absent.*

10. ***NCPA's Financials for the Months Ended October 31, 2018*** – approval by all members.

11. ***Treasurer's Report for the Months Ended October 31, 2018*** – accept by all members.

12. ***Resolution 18-88, Thermal Engineering International (USA), Inc. – Five Year Multi-Task Professional Services Agreement for Engineering Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Thermal Engineering International (USA), Inc. for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, 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 \$1,000,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.  
*Port of Oakland abstained.*

13. ***Resolution 18-90, Well Analysis Corporation, Inc., dba WELACO, Inc. – Five year Multi-Task General Services Agreement for Well Related Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Well Analysis Corporation, Inc., dba WELACO, Inc. for well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, 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 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of

the Agreement will be issued following NCPA procurement policies and procedures.  
*Port of Oakland abstained.*

14. **Resolution 18-91, AECOM Technical Services, Inc. – First Amendment to Five Year Multi-Task Consulting Services Agreement for Injection Well Related Consulting Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to Multi-Task Consulting Services Agreement with AECOM Technical Services, Inc., for injection well related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall increase the not exceed amount from \$100,000 to \$500,000, 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.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
15. **Resolution 18-92, Wagner Mechanical, Inc. – Five Year Multi-Task General Services Agreement for General T&M Maintenance Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Wagner Mechanical, Inc., for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, 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 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.  
*Port of Oakland abstained.*
16. **Resolution 18-93, Nor-Cal Controls ES, Inc. – First Amendment to Five Year Multi-Task Professional Services Agreement for Control Systems Support Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc., for control systems support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall increase the not to exceed amount from \$350,000 to \$800,000, 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.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$800,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
17. **Resolution 18-94, Bay Valve Service & Engineering, Inc. – Five Year Multi-Task General Services Agreement for Valve Related Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Valve Service & Engineering, Inc. for valve related testing and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, 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 \$1,000,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.  
*Port of Oakland abstained.*



18. **Resolution 18-95, Reliability Management Group – First Amendment to Two Year Multi-Task Consulting Services Agreement for Miscellaneous Consulting Services. Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Reliability Management Group for miscellaneous consulting services related to warehouse operations and inventory management, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall increase the not to exceed amount from \$100,000 to \$500,000 and make this agreement available for use at any facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (“SCPPA”), or SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
19. **Resolution 18-96, Capuano Engineering Company – Five Year Multi-Task Consulting Services Agreement for Assisting in Development of New or Production Well Workovers, Interpretation of Well Analysis Reports and Supervision During Drilling Operations. Applicable to the following projects: All NCPA Generation Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Capuano Engineering Company for assisting in development of new or production well workovers, interpretation of well analysis reports, and supervision during drilling operations, 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.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.  
*Port of Oakland, Redding and Shasta Lake abstained.*
20. **Resolution 18-97, Westgate Petroleum Company, Inc. – First Amendment to Five Year Agreement for the Purchase of Equipment, Materials and Supplies for Delivery of Fuel and Other Miscellaneous Petroleum Products. Applicable to the following project: NCPA Geothermal Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Agreement for the Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc., for delivery of fuel and other miscellaneous petroleum products, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall increase the not to exceed amount from \$1,350,000 to \$2,350,000, for use at the Geyser’s Geothermal Plant Facility.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$2,350,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.  
*Palo Alto, Port of Oakland, Redding and Shasta Lake abstained.*
21. **Resolution 18-98, Bay Cities Pyrotector, Inc. – Public Works Agreement for CT1 Fire System Upgrade. Applicable to the following projects: CT1 Alameda and CT1 Lodi Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Public Works Agreement with Bay Cities Pyrotector, Inc., for CT1 fire system upgrade services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$328,684.47, for use at the NCPA CT1 Alameda and CT1 Lodi facilities.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$328,684.47 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.  
*Palo Alto, Port of Oakland, Redding and Shasta Lake abstained.*

22. **Resolution 18-99, Hibbard Inshore, LLC General Services Agreement for a Remotely Operated Vehicle Inspection of the Collierville Power Tunnel. Applicable to the following project: NCPA Hydroelectric Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a General Services Agreement and to issue Purchase Orders to Hibbard Inshore, LLC., for remote operated vehicle inspection of the Collierville power tunnel, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$400,000 for use at the NCPA Hydroelectric Facility  
**Fiscal Impact:** The total cost of the project is anticipated to be \$296,381, but it is recommended that an approximately 35% contingency be included in the authorization in consideration of unknowns such as the actual condition of the tunnel and the potential for interference from items such as abandoned construction cables. This project was included in the current fiscal year budget, with \$250,000 directly allocated for this purpose. The FY19 budget also includes \$170,000 for dam and structure maintenance. Cost allocation will be based on project participation percentages.  
*Redding and Shasta Lake abstained.*
23. **Resolution 18-104, Approval of Three Multi-Task Agreements to provide EM&V and Technical Advisory Services** – adopt resolution by all members authorizing the General Manager or his designee to enter into three separate multi-task agreements to provide EM&V and Technical Advisory Services to NCPA, NCPA Members, as well as members of the Southern California Public Power Authority, with any non-substantial changes recommended and approved by the NCPA General Counsel, with: 1) ADM Associates, in an amount not-to-exceed \$800,000; 2) Cadmus Group LLC, in an amount not-to-exceed \$800,000; and 3) Energy and Resources Solution, in an amount not-to-exceed \$800,000.  
**Fiscal Impact:** No fiscal impact to NCPA. The total not-to-exceed cost of the three agreements is \$2,400,000 (or \$800,000 for each agreement), an amount that is not included in the current fiscal year budget. Funds will be made available by each NCPA and SCPPA member that requests services from any of the three vendors, on a pass-through basis, in conjunction with the NCPA Shared Services Agreement.
24. **Resolution 18-110, Review and Approve Investment Policy Guidelines and Delegate Investment Duties to the Treasurer-Controller** – adopt resolution by all members adopting the following: annual review of NCPA's Investment Policy No. 200-100 and a recommendation of no changes to the current policy; confirming delegation to the Treasurer-Controller the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased; and Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.  
**Fiscal Impact:** There is no direct dollar impact to this proposed policy. The resolution approves the Agency policy surrounding investments and delegates authority to the Treasurer-Controller for the investment activities of the Agency.
25. **Resolution 18-111, FY2018 Annual Billing Settlements** – adopt resolution by all members approving the FY2017-2018 Annual Billing Settlements.  
**Fiscal Impact:** Upon approval by Agency Commission the amount of \$4,122,701 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts, and non-members will either receive a debit or credit miscellaneous billing in early December with payment due by the end of December. Biggs, Gridley, Healdsburg, Plumas-Sierra, Roseville, Santa Clara, and Ukiah directed that their proportionate refunds totaling \$2,851,910 for the Hydro and Geo projects be deposited into the Hydro Capital Development (\$1,052,176) and Geo Maintenance (\$1,799,734) Reserves and used to fund the McKay's Reservoir Clean Out and Well Replacement/Workover Projects, respectively.
26. **Resolution 18-112, Approval of Major Insurance Renewals for the Policy Year of 2019** – adopt resolution by all members authorizing the General Manager to negotiate and bind property damage, liability and workers' compensation coverages amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$2,420,178.
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**Fiscal Impact:** The total cost of the policy year 2019 insurance programs is about \$3,009,930 or 3.08% below calendar year 2019 budget (half of FY2018 and half of FY2019 budget) of \$3,105,664 for the underlined programs.

27. ***Sale or Disposal of Surplus Property*** – note and file report by all Members for the disposal of two 24V DC Isolators and two Sulzer Turbine Speed Indicators.

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

## **DISCUSSION / ACTION ITEMS**

28. ***Resolution 18-100, P-Site Well Workovers Project; Applicable to the following projects: NCPA Geothermal Facility*** – adopt resolution by all members authorizing the Geothermal P-Site Well Workovers Project and delegating authority to the General Manager or his designee to award bids, enter into agreements, and issue purchase orders for the Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total not to exceed project cost of \$9 Million (subject to approval of \$3 Million in the FY2020 budget to complete the proposed work for all four wells).

**Fiscal Impact:** Total cost of the proposed workover project for all four wells is not to exceed \$9,000,000. This project was included in the current fiscal year budget in the amount of \$6 Million for work on two wells. As noted, the additional \$3 Million for the Project will be included in the proposed FY2020 Budget.

Assistant General Manager Ken Speer gave a presentation on the P-Site well work at the Geothermal facility. Assistant General Manager/CFO Monty Hanks discussed the FY18 settlements refunds and how the refunds will be dispersed among the Members.

Motion: A motion was made by Bob Lingl and seconded by Jerry Serventi authorizing the Geothermal P-Site Well Workovers Project and delegating authority to the General Manager or his designee to award bids, enter into agreements, and issue purchase orders for the Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total not to exceed project cost of \$9 Million (subject to approval of \$3 Million in the FY2020 budget to complete the proposed work for all four wells). The motion carried by a unanimous roll call vote of those members present.

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

29. ***ITEM 29 WAS PULLED AND DEFERRED TO THE JANUARY 17, 2019 COMMISSION MEETING.***

30. ***Resolution 18-105, Bond, Disclosure and Special Tax Counsel Services - Approve the Selection of Norton Rose Fulbright US LLP and Nixon Peabody LLP to Provide Bond, Disclosure, and Special Tax Counsel Services and Authorize the General Manager to Execute Agreements for these Specialized Services*** – adopt resolution by all members authorizing the General Manager or his designee to enter into enabling Legal Services Agreements with Norton Rose Fulbright US LLP and Nixon Peabody LLP to provide Bond, Disclosure, and Special Tax Counsel services as requested, each agreement in an amount not-to-exceed \$1,000,000 over a five (5) year term, with any non-substantial changes as recommended and approved by the NCPA General Counsel

**Fiscal Impact:** The costs for bond, disclosure and tax counsel services are dependent on the Agency's authorization, issuance and sale of bonds and related activities. These services are typically included as costs of issuance funded with bond proceeds and are not included as part of the approved annual budget. According to the *NCPA Variable Rate Debt and Interest Rate Management Policy*, a target of 5% net present value (NPV) savings is desired before considering a bond refunding. The 5% NPV savings is net of costs of issuance, including bond, disclosure and tax counsel legal services.

General Counsel Jane Luckhardt provided a presentation on the Bond, Disclosure and Special Tax Counsel Services.

Motion: A motion was made by Greg Scharff and seconded by Mark Chandler authorizing the General Manager or his designee to enter into enabling Legal Services Agreements with Norton Rose Fulbright US LLP and Nixon Peabody LLP to provide Bond, Disclosure, and Special Tax Counsel services as requested, each agreement in an amount not-to-exceed \$1,000,000 over a five (5) year term, with any non-substantial changes as recommended and approved by the NCPA General Counsel. The motion carried by a unanimous roll call vote of those members present. *San Francisco BART, Gridley, Truckee Donner, and Ukiah were absent.*

31. **Resolution 18-86, Approval of Resolution Commending Bob Lingl** – adopt resolution by all members commending Bob Lingl.

Chair Frith read the resolution expressing appreciation for Bob's dedication to NCPA and thanked him for his years of service on the Commission and Executive Committee.

Motion: A motion was made by Teresa O'Neill and seconded by Mark Chandler to adopt resolution 18-86, Commending Bob Lingl. The motion carried by a majority on a voice vote of those members present. *San Francisco BART, Gridley, Truckee Donner, and Ukiah were absent.*

32. **Resolution 18-87, Approval of Resolution Commending John Roukema** – adopt resolution by all members commending John Roukema.

33. **Resolution 18-113, Approval of Resolution Commending Bonnie Gore** – adopt resolution by all members commending Bonnie Gore.

34. **Resolution 18-114, Approval of Resolution Commending Dan Kenney** – adopt resolution by all members commending Dan Kenney.

35. **Resolution 18-115, Approval of Resolution Commending Patrick Kolstad** – adopt resolution by all members commending Patrick Kolstad.

Motion: One motion was made by Bob Lingl and seconded by Teresa O'Neill to adopt resolution 18-87 Commending John Roukema, resolution 18-113, Commending Bonnie Gore, resolution 18-114 Commending Dan Kenney, and resolution 18-115 Commending Patrick Kolstad. The motion carried by a majority on a voice vote of those members present. *San Francisco BART, Gridley, Truckee Donner, and Ukiah were absent.*

## **CLOSED SESSION**

Non-essential Members and NCPA staff left the meeting for Closed Session item 36, 37 and 38 discussion.

In compliance with NCPA's Bylaws Section 4(d)(ii), all attendees, except the appointed Commissioner and essential NCPA staff, left the meeting for Closed Session items 39, 40 and 41 discussion.

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

37. **Conference with Legal Counsel** – Anticipated Litigation – pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: One (1) case.

38. **Conference with Legal Counsel** – Existing litigation pursuant to California Government Code Section 54956.9(d)(1): One (1) case: Pacific Gas and Electric Company's (U 39 G) 2019 Gas Transmission and Storage Rate Case, *Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2019 – 2021*, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).
39. **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: Two (2) categories: General Manager and General Counsel.
40. **Conference with Labor Negotiators** – pursuant to Government Code Section 54957.6: Agency representatives: General Manager Randy S. Howard, Assistant General Manager Ken Speer, Assistant General Manager Monty Hanks, and Human Resources Manager Vicki Cichocki. Employee organization: IBEW 1245 (Geothermal and Combustion Turbines).
41. **Conference with Labor Negotiators** – pursuant to Government Code Section 54957.6: Agency representatives: General Manager Randy S. Howard, Assistant General Manager Ken Speer, Assistant General Manager Monty Hanks, and Human Resources Manager Vicki Cichocki. Employee organization: Hydroelectric Employees Association (HEA).

### **RECONVENED TO OPEN SESSION**

All meeting attendees rejoined the meeting.

### **REPORT FROM CLOSED SESSION**

*Closed Session Disclosure:* General Counsel Jane Luckhardt stated there was no reportable action was taken on Closed Session items 36, 38, 39, 40, and 41.

*Closed Session Disclosure:* General Counsel Jane Luckhardt stated reportable action was taken on Closed Session item 37 to direct staff to negotiate a change order by way of the terms set forth by the Commission.

### **DISCUSSION / ACTION ITEMS**

42. **Resolution 18-101, Pacific Gas and Electric Natural Gas Negotiated Rate Contract Extension** – adopt resolution by all members authorizing the General Manager or his designee to negotiate and execute an extension of the gas transportation rate contract between NCPA and Pacific Gas and Electric Company, to remain in effect until the end of the current Gas Transportation Rate Case. **Fiscal Impact:** The reduced rate allows LEC to be more competitive in the market. This allows for a higher capacity factor and increased margins.

Assistant General Manager Ken Speer provided an update on the extension of the gas transportation rate contract between NCPA and Pacific Gas and Electric Company.

**Motion:** A motion was made Greg Scharff and seconded by Mark Chandler to adopt the resolution authorizing the General Manager or his designee to negotiate and execute an extension of the gas transportation rate contract between NCPA and Pacific Gas and Electric Company, to remain in effect until the end of the current Gas Transportation Rate Case. Motion carried by majority on a roll call vote of those members present.

43. **Resolution 18-106, Approval of Third Amendment to Employment Agreement with Randy S. Howard General Manager** – adopt resolution by all members approving the Third Amendment to the Employment Agreement between NCPA and Randy S. Howard; authorize the Chair of the Commission to execute the Third Amendment to the Employment Agreement; and approve the General Manager's Performance Goals for 2019.

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

**Motion:** A motion was made by Bob Lingl and seconded by Basil Wong to adopt resolution approving the Third Amendment to the Employment Agreement between NCPA and Randy S. Howard which provides a 4% salary increase effective on December 23, 2018; authorize the Chair of the Commission to execute the Third Amendment to the Employment Agreement; and approve the General Manager's Performance Goals for 2019. Motion carried by majority on a roll call vote of those members present.

*San Francisco BART, Gridley, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

44. **Resolution 18-107, Approval of Second Amendment to Employment Agreement with Jane E. Luckhardt General Counsel** – adopt resolution by all members approving the Second Amendment to the Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of the Commission to execute the Second Amendment to the Employment Agreement; and approve the General Counsel's Performance Goals for 2019.

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

**Motion:** A motion was made by Mark Chandler and seconded by Jerry Serventi to adopt resolution approving the Second Amendment to the Employment Agreement between NCPA and Jane E. Luckhardt which provides a 3.5% salary increase effective on December 23, 2018; authorize the Chair of the Commission to execute the Second Amendment to the Employment Agreement; and approve the General Counsel's Performance Goals for 2019. Motion carried by majority on a roll call vote of those members present.

*San Francisco BART, Gridley, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

45. **Resolution 18-108, IBEW Local 1245 Memorandum of Understanding** – adopt resolution by all members approving the proposed labor package for IBEW Local 1245 employees for the period of December 23, 2018 through December 22, 2021, which was bargained in good faith based on the direction provided to management's negotiating representatives, and authorize the General Manager to make the required modifications in the Memorandum of Understanding (MOU) to implement the economic and non-economic agreed terms and conditions.

**Motion:** A motion was made by Bob Lingl and seconded by Greg Scharff to adopt resolution approving the proposed labor package for the IBEW Local 1245 employees for the period of December 23, 2018, through December 22, 2021, which was bargained in good faith based on the direction provided to management's negotiating representatives, and authorizes the General Manager to make the required modifications in the Memorandum of Understanding (MOU) to implement the economic and non-economic agreed terms and conditions. Motion carried by majority on a roll call vote of those members present.

*San Francisco BART, Gridley, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

46. **Resolution 18-109, Hydroelectric Employees Association Memorandum of Understanding** – adopt resolution by all members approving the proposed labor package for the Hydroelectric Employees Association (HEA) employees for the period of December 23, 2018 through December 22, 2021, which was bargained in good faith based on the direction provided to management's negotiating representatives, and authorize the General Manager to make the required modifications in the Memorandum of Understanding (MOU) to implement the economic and non-economic agreed

terms and conditions. Motion carried by majority on a roll call vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

Motion: A motion was made by Greg Scharff and seconded by Basil Wong to adopt resolution approving the proposed labor package for the Hydroelectric Employees Association (HEA) for the period of December 23, 2018, through December 22, 2021, which was bargained in good faith based on the direction provided to management's negotiating representatives, and authorizes the General Manager to make the required modifications in the Memorandum of Understanding (MOU) to implement the economic and non-economic agreed terms and conditions.

## **NEW BUSINESS**

No new business was discussed.

## **ADJOURNMENT**

The November 29, 2018, Commission meeting was adjourned at 12:33 pm.

Respectfully submitted,

ROGER FRITH  
Commission Chair

Attachments

Prepared by,

CARY A. PADGETT  
Assistant Secretary to the Commission



**Northern California Power Agency  
Commission Meeting of November 29, 2018  
COMMISSIONER  
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Jerry Servent</i>
2 - BIGGS	<i>For L. Hall</i>
3 - GRIDLEY	
4 - HEALDSBURG	<i>Mark Chandler</i>
5 - LODI	<i>Bob Ling</i>
6 - LOMPOC	<i>Basil Wong</i>
7 - PALO ALTO	<i>Michael Broz</i>
8 - PORT OF OAKLAND	<i>Justin Schroeder</i>
9 - PLUMAS-SIERRA REC	<i>John Alcard</i>
10 - REDDING	
11 - ROSEVILLE	<i>Teresa O'Neill</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	<i>James Takekura</i>
13 - SANTA CLARA	
14 - Shasta Lake	
15 - TRUCKEE DONNER	
16 - UKIAH	

**Northern California Power Agency  
Commission Meeting of November 29, 2018  
Attendance List**

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

[illegible]

## CONSENT CALENDAR

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

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

### CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: **November 29, 2018**

Consent Items Listed on the Agenda: # 10 to # 27

Consent Items Removed from the Agenda and Approved Separately:

# Ø

### ROLL-CALL VOTE BY MEMBERS:

*Motion Com / PA*

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley			X
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto	<i>20, 21</i>	Y	
Port of Oakland	<i>12, 13, 15, 16, 17, 19, 21</i>	Y	
Redding	<i>19, 20, 21, 22</i>	X	
Roseville		Y	
Santa Clara		Y	
Shasta Lake	<i>19-22</i>	Y	
Truckee Donner			X
Ukiah			X
Plumas-Sierra		Y	

ATTEST:

*Cary A. Padgett*

Cary A. Padgett  
Assistant Secretary to the Commission

**Northern California Power Agency  
ROLL CALL VOTE**

**Topic: RESOLUTION 18-100**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>Y</u>	<u>          </u>	<u>          </u>
Port of Oakland	<u>          </u>	<u>X</u>	<u>          </u>
Redding	<u>          </u>	<u>X</u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>Y</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>          </u>	<u>X</u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.

  
\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:

  
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary

**Northern California Power Agency  
ROLL CALL VOTE**

**Topic: RESOLUTION 18-101**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>          </u>	<u>          </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u>          </u>	<u>          </u>
Redding	<u>Y</u>	<u>          </u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>Y</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>Y</u>	<u>          </u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.

  
\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:

  
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary

**Northern California Power Agency  
ROLL CALL VOTE**

**Topic: RESOLUTION 18-105**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>Y</u>	<u>          </u>	<u>          </u>
Port of Oakland	<u>Y</u>	<u>          </u>	<u>          </u>
Redding	<u>Y</u>	<u>          </u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>Y</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>Y</u>	<u>          </u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.

  
\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:

  
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary

**Northern California Power Agency  
ROLL CALL VOTE**

**Topic: RESOLUTION 18-106**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>          </u>	<u>          </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u>          </u>	<u>          </u>
Redding	<u>Y</u>	<u>          </u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>Y</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>X</u>	<u>          </u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.



ROGER FRITH  
Commission Chair

ATTEST:



CARY A. PADGETT  
Assistant Secretary



**Northern California Power Agency  
ROLL CALL VOTE**

**Topic: RESOLUTION 18-107**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>          </u>	<u>          </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u>          </u>	<u>          </u>
Redding	<u>Y</u>	<u>          </u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>Y</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>Y</u>	<u>          </u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.

  
\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:   
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary

**Northern California Power Agency  
ROLL CALL VOTE**

**Topic: RESOLUTION 18-108**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>          </u>	<u>          </u>	<u>X</u>
Port of Oakland	<u>X</u>	<u>          </u>	<u>          </u>
Redding	<u>X</u>	<u>          </u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>X</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>X</u>	<u>          </u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.

  
\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:   
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary

**Northern California Power Agency  
ROLL CALL VOTE**

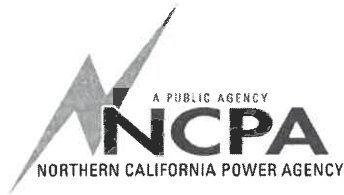
**Topic: RESOLUTION 18-109**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u>          </u>	<u>          </u>
BART	<u>          </u>	<u>          </u>	<u>X</u>
Biggs	<u>Y</u>	<u>          </u>	<u>          </u>
Gridley	<u>          </u>	<u>          </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>          </u>	<u>          </u>
Lodi	<u>Y</u>	<u>          </u>	<u>          </u>
Lompoc	<u>Y</u>	<u>          </u>	<u>          </u>
Palo Alto	<u>Y</u>	<u>          </u>	<u>          </u>
Plumas-Sierra	<u>          </u>	<u>          </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u>          </u>	<u>          </u>
Redding	<u>Y</u>	<u>          </u>	<u>          </u>
Roseville	<u>Y</u>	<u>          </u>	<u>          </u>
Santa Clara	<u>Y</u>	<u>          </u>	<u>          </u>
Shasta Lake	<u>Y</u>	<u>          </u>	<u>          </u>
Truckee Donner	<u>          </u>	<u>          </u>	<u>X</u>
Ukiah	<u>          </u>	<u>          </u>	<u>X</u>

Passed and adopted this 29<sup>th</sup> day of November 2018, by the above vote on roll call.

  
\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:   
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary



10

# Commission Staff Report

January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** November 2018 Financial Report (Unaudited)

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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

**RECOMMENDATION:**

Approval by all members

**NOTICE:**

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the January 17, 2019 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 2018 financial reports are also included.

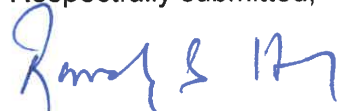
**FISCAL IMPACT:**

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 2018**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,208,739</b>
<b>Hydroelectric</b>	<b>3,135,667</b>
<b>CT#1 Combustion Turbines</b>	<b>2,548,448</b>
<b>CT#2 STIG</b>	<b>559,567</b>
<b>Lodi Energy Center</b>	<b>12,093,826</b>
<b>NCPA Operating</b>	<b>27,290,900</b>
<b>Total</b>	<b><u>\$ 46,837,147</u></b>

NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED NOVEMBER 30, 2018

PERCENT OF YEAR ELAPSED 42%
-----------------------------------

	This Month	Actual Year To-Date	FY 2019 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b><u>NCPA Plants</u></b>					
Hydroelectric					
Other Plant Cost	\$ 960,997	\$ 6,247,533	\$ 16,699,691	37%	
Debt Service (Net)	2,929,735	14,648,677	35,156,824	42%	
Annual Budget Cost	3,890,732	20,896,210	51,856,515	40%	
Geothermal					
Other Plant Cost	1,991,057	12,317,246	29,488,515	42%	
Debt Service (Net)	411,408	2,057,040	4,936,896	42%	
Annual Budget Cost	2,402,465	14,374,286	34,425,411	42%	
Combustion Turbine No. 1	779,031	2,999,864	6,605,701	45%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	63,135	722,267	977,410	74%	(a)
Other Plant Cost	158,576	904,338	2,048,734	44%	
Debt Service (Net)	476,392	2,381,962	5,716,708	42%	
Annual Budget Cost	698,103	4,008,567	8,742,852	46%	
Lodi Energy Center					
Fuel	6,140,104	22,619,724	33,092,116	68%	(b)
Other Plant Cost	1,768,539	9,916,215	24,544,632	40%	
Debt Service (Net)	2,173,321	10,866,605	26,079,852	42%	
Annual Budget Cost	10,081,964	43,402,544	83,716,600	52%	
Member Resources - Energy	5,035,204	27,022,524	64,448,814	42%	
Member Resources - Natural Gas	353,521	2,033,612	3,098,278	66%	(c)
Western Resources	1,583,377	7,790,904	31,349,618	25%	
Market Power Purchases	2,304,434	10,244,292	15,539,033	66%	(d)
Load Aggregation Costs - CAISO	32,409,726	130,661,804	273,858,269	48%	(e)
Net GHG Obligations	535,385	1,150,485	1,122,972	102%	(f)
	60,073,942	264,585,092	574,764,063	46%	
<b><u>TRANSMISSION</u></b>					
<b><u>Independent System Operator</u></b>					
Grid Management Charge	434,182	1,985,096	3,662,271	54%	(g)
Wheeling Access Charge	7,020,413	41,387,785	104,569,875	40%	
Ancillary Services	468,763	3,510,596	3,040,303	115%	(h)
Other ISO Charges/(Credits)	4,830,387	(483,361)	1,549,274	-31%	(i)
	12,753,745	46,400,116	112,821,723	41%	
<b><u>MANAGEMENT SERVICES</u></b>					
<b><u>Legislative &amp; Regulatory</u></b>					
Legislative Representation	110,570	826,702	2,023,068	41%	
Regulatory Representation	53,573	235,379	886,616	27%	
Western Representation	59,934	250,662	848,160	30%	
Member Services	14,033	125,682	438,389	29%	
Judicial Action	102,895	257,895	625,000	41%	

Management Services continued on next page



**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED NOVEMBER 30, 2018**

<b>PERCENT OF YEAR ELAPSED</b> 42%
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	This Month	Actual Year To-Date	FY 2019 Budget	% Used	
<b>Power Management</b>					
System Control & Load Dispatch	496,167	2,376,738	6,107,416	39%	
Forecasting, Planning, Prescheduling & Trading	186,978	997,842	2,775,167	36%	
Industry Restructuring & Regulatory Affairs	17,766	108,272	438,813	25%	
Contract Admin, Interconnection Svcs & External Affairs	56,888	333,544	1,134,623	29%	
Green Power Project	22	123	2,964	4%	
Gas Purchase Program	4,859	25,713	77,781	33%	
Market Purchase Project	6,083	34,887	112,014	31%	
<b>Energy Risk Management</b>	11,803	56,829	259,585	22%	
<b>Settlements</b>	34,109	221,678	941,392	24%	
<b>Integrated Systems Support</b>	2,193	47,128	272,850	17%	
<b>Participant Pass Through Costs</b>	223,480	484,569	1,619,170	30%	
<b>Support Services</b>	122,168	519,923	-	N/A	
	<b>1,503,521</b>	<b>6,903,566</b>	<b>18,563,008</b>	<b>37%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>74,331,208</b>	<b>317,888,774</b>	<b>706,148,794</b>	<b>45%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	13,828,288	73,163,573	100,456,289	73%	(j)
Member Resource ISO Energy Sales	4,110,014	19,425,595	28,186,777	69%	(k)
NCPA Contracts ISO Energy Sales	2,473,990	12,160,651	14,720,326	83%	(k)
Western Resource Energy Sales	975,768	12,464,657	23,182,775	54%	(k)
Load Aggregation Energy Sales	20,579,750	82,804,660	131,328,609	63%	(l)
Ancillary Services Sales	406,740	2,699,949	4,409,129	61%	(m)
Transmission Sales	9,198	45,990	110,376	42%	
Western Credits, Interest and Other Income	1,632,260	8,284,373	37,414,086	22%	
	<b>44,016,008</b>	<b>211,049,448</b>	<b>339,808,367</b>	<b>62%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 30,315,200</b>	<b>\$ 106,839,326</b>	<b>\$ 366,340,427</b>	<b>29%</b>	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 267% of budgeted MWhs at 11/30/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (b) Increase in costs due to greater than projected MWhs of generation. LEC is at 104% of budgeted MWhs at 11/30/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (c) Increase due to greater than projected MWhs of generation at CT1, CT2, and LEC. See notes (a) and (b).
- (d) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY19 budget including certain NextEra and Shell deals.
- (e) Increase due to higher than budgeted market prices.
- (f) Purchases made several months in advance. Increase primarily due to greater than anticipated GHG allowances purchased at auction for Alameda and the City of Lodi.
- (g) Increase due to greater than projected MWhs of generation. See notes (a) and (b).
- (h) Increase due to greater than projected MWhs of generation. See notes (a) and (b).
- (i) The budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, imbalance revenues, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (j) Variance due to higher than anticipated ISO energy sales and higher market prices for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (k) Increase due to higher market prices caused by California wildfires.
- (l) The load aggregation energy sales variance is due to unbudgeted sales related to East Bay Community Energy and San Jose Clean Energy.
- (m) Increase due to greater than projected MWhs of generation. See notes (a) and (b) and corresponding increase in ancillary services costs.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	November 30,	
	2018	2017
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 25,275	\$ 20,395
Investments	45,228	57,126
Accounts receivable		
Participants	-	2,231
Other	129	183
Interest receivable	416	173
Inventory and supplies	9,746	9,835
Prepaid expenses	760	317
TOTAL CURRENT ASSETS	81,554	90,260
RESTRICTED ASSETS		
Cash and cash equivalents	53,438	57,670
Investments	166,674	165,027
Interest receivable	732	603
TOTAL RESTRICTED ASSETS	220,844	223,300
ELECTRIC PLANT		
Electric plant in service	1,505,094	1,503,491
Less: accumulated depreciation	(986,131)	(955,617)
	518,963	547,874
Construction work-in-progress	182	151
TOTAL ELECTRIC PLANT	519,145	548,025
OTHER ASSETS		
Regulatory assets	228,554	234,646
Unused vendor credits	-	24
Preliminary survey and investigation costs	165	-
Investment in associated company	265	-
TOTAL ASSETS	1,050,527	1,096,255
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	37,927	43,611
Pension deferrals	19,200	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	57,127	57,117
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,107,654	\$ 1,153,372

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	November 30,	
	2018	2017
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 19,659	\$ 28,675
Accounts and retentions payable - restricted for construction	50	-
Member advances	1,138	993
Operating reserves	21,553	20,845
Current portion of long-term debt	41,950	41,870
Accrued interest payable	16,874	18,418
TOTAL CURRENT LIABILITIES	101,224	110,801
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	76,002	64,589
Operating reserves and other deposits	147,113	145,276
Interest rate swap liability	11,818	15,433
Long-term debt, net	663,768	705,322
TOTAL NON-CURRENT LIABILITIES	898,701	930,620
TOTAL LIABILITIES	999,925	1,041,421
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	69,334	71,950
Pension and OPEB deferrals	3,195	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	72,529	76,410
NET POSITION		
Net investment in capital assets	(49,674)	(51,288)
Restricted	50,482	45,660
Unrestricted	34,392	41,169
TOTAL NET POSITION	35,200	35,541
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,107,654	\$ 1,153,372

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

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

**UNAUDITED**

	Five Months Ended November 30,	
	2018	2017
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 159,963	\$ 143,463
Other Third-Party	125,553	104,965
TOTAL OPERATING REVENUES	285,516	248,428
OPERATING EXPENSES		
Purchased power	129,173	107,312
Operations	43,229	31,379
Transmission	71,565	62,215
Depreciation	12,906	12,904
Maintenance	9,396	9,186
Administrative and general	8,176	6,958
TOTAL OPERATING EXPENSES	274,445	229,954
NET OPERATING REVENUES	11,071	18,474
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(16,375)	(18,112)
Interest income	5,341	2,955
Other	2,786	2,100
TOTAL NON OPERATING EXPENSES	(8,248)	(13,057)
FUTURE RECOVERABLE AMOUNTS	(2,594)	(1,599)
REFUNDS TO PARTICIPANTS	(3,097)	(2,337)
INCREASE (DECREASE) IN NET POSITION	(2,868)	1,481
NET POSITION, Beginning of year	38,068	34,060
NET POSITION, Period ended	\$ 35,200	\$ 35,541

# OTHER FINANCIAL INFORMATION

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

November 30, 2018

	GENERATING & TRANSMISSION RESOURCES												
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined			
<b>ASSETS</b>													
<b>CURRENT ASSETS</b>													
Cash and cash equivalents	1 \$	- \$	1 \$	1 \$	73 \$	- \$	- \$	34 \$	25,165 \$	25,275 \$			
Investments	-	-	-	-	-	-	-	-	45,228	45,228			
Accounts receivable	-	-	-	-	-	-	-	-	-	-			
Participants	-	-	-	-	-	-	-	-	-	-			
Other	-	1	-	-	-	-	68	-	60	129			
Interest receivable	-	-	-	-	-	-	158	-	258	416			
Inventory and supplies	4,509	1,079	642	1,405	2,111	-	-	-	-	9,746			
Prepaid expenses	572	26	1	1	6	-	-	6	148	760			
Due from Agency and other programs*	20,530	9,343	2,278	(2,670)	23,922	-	(4,988)	15,909	(64,324)	-			
<b>TOTAL CURRENT ASSETS</b>	<b>25,612</b>	<b>10,449</b>	<b>2,922</b>	<b>(1,263)</b>	<b>26,112</b>	<b>-</b>	<b>(4,762)</b>	<b>15,949</b>	<b>6,535</b>	<b>81,554</b>			
<b>RESTRICTED ASSETS</b>													
Cash and cash equivalents	4,159	12,362	478	-	12,042	-	5,313	-	19,084	53,438			
Investments	24,150	36,448	3,021	-	28,678	-	22,854	-	51,523	166,674			
Interest receivable	125	161	14	-	159	-	-	-	273	732			
<b>TOTAL RESTRICTED ASSETS</b>	<b>28,434</b>	<b>48,971</b>	<b>3,513</b>	<b>-</b>	<b>40,879</b>	<b>-</b>	<b>28,167</b>	<b>-</b>	<b>70,880</b>	<b>220,844</b>			
<b>ELECTRIC PLANT</b>													
Electric plant in service	570,445	394,918	64,852	36,552	423,846	7,736	-	796	5,949	1,505,094			
Less: accumulated depreciation	(537,057)	(266,216)	(49,281)	(34,558)	(87,644)	(7,736)	-	(440)	(3,199)	(986,131)			
	33,388	128,702	15,571	1,994	336,202	-	-	356	2,750	518,963			
Construction work-in-progress	-	-	-	-	182	-	-	-	-	182			
<b>TOTAL ELECTRIC PLANT</b>	<b>33,388</b>	<b>128,702</b>	<b>15,571</b>	<b>1,994</b>	<b>336,384</b>	<b>-</b>	<b>-</b>	<b>356</b>	<b>2,750</b>	<b>519,145</b>			
<b>OTHER ASSETS</b>													
Regulatory assets	(741)	133,289	9,735	-	24,479	-	-	-	61,792	228,554			
Preliminary survey and investigation costs	-	-	-	-	-	-	-	165	-	165			
Investment in associated company	-	-	-	-	-	-	-	-	265	265			
<b>TOTAL ASSETS</b>	<b>86,693</b>	<b>321,411</b>	<b>31,741</b>	<b>731</b>	<b>427,854</b>	<b>-</b>	<b>23,405</b>	<b>16,470</b>	<b>142,222</b>	<b>1,050,527</b>			
<b>DEFERRED OUTFLOWS OF RESOURCES</b>													
Excess cost on refunding of debt	1,585	33,494	846	-	2,002	-	-	-	-	37,927			
Pension deferrals	-	-	-	-	-	-	-	-	-	19,200			
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,585</b>	<b>33,494</b>	<b>846</b>	<b>-</b>	<b>2,002</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>19,200</b>	<b>57,127</b>			
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 88,278 \$</b>	<b>\$ 354,905 \$</b>	<b>\$ 32,587 \$</b>	<b>\$ 731 \$</b>	<b>\$ 429,856 \$</b>	<b>\$ - \$</b>	<b>\$ 23,405 \$</b>	<b>\$ 16,470 \$</b>	<b>\$ 161,422 \$</b>	<b>\$ 1,107,654</b>			

\* Eliminated in Combination

# OTHER FINANCIAL INFORMATION

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

November 30, 2018

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
<b>LIABILITIES</b>											
<b>CURRENT LIABILITIES</b>											
Accounts payable and accrued expenses	\$ 125	\$ 259	\$ -	\$ -	\$ 6,154	\$ -	\$ 7,254	\$ -	\$ 5,867	\$ 19,659	
Accounts and retentions payable - restricted for construction	-	10	-	-	40	-	-	-	-	50	
Member advances	791	-	-	-	-	-	-	347	-	1,138	
Operating reserves	7,333	250	513	(801)	14,258	-	-	-	-	21,553	
Current portion of long-term debt	5,095	21,180	4,195	-	11,480	-	-	-	-	41,950	
Accrued interest payable	224	5,732	499	-	10,419	-	-	-	-	16,874	
<b>TOTAL CURRENT LIABILITIES</b>	<b>13,568</b>	<b>27,431</b>	<b>5,207</b>	<b>(801)</b>	<b>42,351</b>	<b>-</b>	<b>7,254</b>	<b>347</b>	<b>5,867</b>	<b>101,224</b>	
<b>NON-CURRENT LIABILITIES</b>											
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	76,002	
Operating reserves and other deposits	20,370	17,580	-	-	1,717	-	28,325	8,242	70,879	147,113	
Interest rate swap liability	-	11,818	-	-	-	-	-	-	-	11,818	
Long-term debt, net	20,100	286,553	25,965	-	331,150	-	-	-	-	663,768	
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>40,470</b>	<b>315,951</b>	<b>25,965</b>	<b>-</b>	<b>332,867</b>	<b>-</b>	<b>28,325</b>	<b>8,242</b>	<b>146,881</b>	<b>898,701</b>	
<b>TOTAL LIABILITIES</b>	<b>54,038</b>	<b>343,382</b>	<b>31,172</b>	<b>(801)</b>	<b>375,218</b>	<b>-</b>	<b>35,579</b>	<b>8,589</b>	<b>152,748</b>	<b>999,925</b>	
<b>DEFERRED INFLOWS OF RESOURCES</b>											
Regulatory credits	18,344	4,109	921	2,159	40,282	-	-	319	3,200	69,334	
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	3,195	3,195	
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>18,344</b>	<b>4,109</b>	<b>921</b>	<b>2,159</b>	<b>40,282</b>	<b>-</b>	<b>-</b>	<b>319</b>	<b>6,395</b>	<b>72,529</b>	
<b>NET POSITION</b>											
Net investment in capital assets	(3,676)	(23,436)	(4,883)	-	(17,679)	-	-	-	-	(49,674)	
Restricted	6,951	21,538	3,014	-	19,143	-	-	(165)	1	50,482	
Unrestricted	12,621	9,312	2,363	(627)	12,892	-	(12,174)	7,727	2,278	34,392	
<b>TOTAL NET POSITION</b>	<b>15,896</b>	<b>7,414</b>	<b>494</b>	<b>(627)</b>	<b>14,356</b>	<b>-</b>	<b>(12,174)</b>	<b>7,562</b>	<b>2,279</b>	<b>35,200</b>	
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 88,278</b>	<b>\$ 354,905</b>	<b>\$ 32,587</b>	<b>\$ 731</b>	<b>\$ 429,856</b>	<b>\$ -</b>	<b>\$ 23,405</b>	<b>\$ 16,470</b>	<b>\$ 161,422</b>	<b>\$ 1,107,654</b>	

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, 2018

	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	\$ 1,240	\$ 7,749	\$ 1,698	\$ 1,677	\$ 10,486	\$ -	\$ 127,595	\$ 9,109	\$ 409	\$ 159,963
Other Third-Party	17,057	13,291	1,487	1,269	43,041	-	49,445	(37)	-	125,553
TOTAL OPERATING REVENUES	18,297	21,040	3,185	2,946	53,527	-	177,040	9,072	409	285,516
OPERATING EXPENSES										
Purchased power	318	1,269	52	233	2,718	-	124,583	-	-	129,173
Operations	6,263	1,524	957	870	26,656	-	2,034	4,925	-	43,229
Transmission	100	227	46	123	443	-	70,624	2	-	71,565
Depreciation	1,644	3,990	918	80	6,090	-	-	42	142	12,906
Maintenance	3,983	2,222	254	1,436	1,479	-	-	22	-	9,396
Administrative and general	1,827	1,229	280	268	1,936	-	-	2,960	(324)	8,176
Intercompany (sales) purchases, net*	(264)	108	31	35	117	-	-	(27)	-	-
TOTAL OPERATING EXPENSES	13,871	10,569	2,538	3,045	39,439	-	197,241	7,924	(182)	274,445
NET OPERATING REVENUES	4,426	10,471	647	(99)	14,088	-	(20,201)	1,148	591	11,071
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(224)	(9,383)	(620)	-	(6,148)	-	-	-	-	(16,375)
Interest income	509	677	64	1	868	-	610	43	2,569	5,341
Other	-	-	857	-	1,614	-	64	-	251	2,786
TOTAL NON OPERATING (EXPENSES) REVENUES	285	(8,706)	301	1	(3,666)	-	674	43	2,820	(8,248)
FUTURE RECOVERABLE AMOUNTS	(958)	(1,453)	(873)	-	690	-	-	-	-	(2,594)
REFUNDS TO PARTICIPANTS	219	(285)	10	97	-	-	(743)	(426)	(1,969)	(3,097)
INCREASE (DECREASE) IN NET POSITION	3,972	27	85	(1)	11,112	-	(20,270)	765	1,442	(2,868)
NET POSITION, Beginning of year	11,924	7,387	409	(626)	3,244	-	8,096	6,797	837	38,068
NET POSITION, Period ended	\$ 15,896	\$ 7,414	\$ 494	\$ (627)	\$ 14,356	\$ -	\$ (12,174)	\$ 7,562	\$ 2,279	\$ 35,200

\* Eliminated in Combination



**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS**  
**AGED ACCOUNTS RECEIVABLE**  
**November 30, 2018**

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 95,840
PAST DUE:			
1 - 30	Merced Irrigation District	Power Mgt Service Fee - Oct'18	33,313 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 129,153</u>

*\* Denotes items paid/applied after November 30, 2018.*

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of November 2018**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,208,739</b>
<b>Hydroelectric</b>	<b>3,135,667</b>
<b>CT#1 Combustion Turbines</b>	<b>2,548,448</b>
<b>CT#2 STIG</b>	<b>559,567</b>
<b>Lodi Energy Center</b>	<b>12,093,826</b>
<b>NCPA Operating</b>	<b><u>27,290,900</u></b>
<b>Total</b>	<b><u><u>\$ 46,837,147</u></u></b>



11

# Commission Staff Report

January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Treasurer's Report for Month Ended November 30, 2018

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

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 \$3,146,009 of which approximately \$24,246 was applicable to Special and Reserve Fund Deposits, \$499,521 to Debt Service and \$2,622,242 to Operations and other.

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

Investments – The carrying value of NCPA's investment portfolio totaled \$287,417,450 at month end. The current market value of the portfolio totaled \$284,008,778.

The overall portfolio had a combined weighted average interest rate of 2.017% with a bond equivalent yield (yield to maturity) of 2.045%. Investments with a maturity greater than one year totaled \$169,586,000. November maturities totaled \$34 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 5 basis points (from 2.34% to 2.39%) and rates on one year T-Bills increased 4 basis points (from 2.66% to 2.70%).

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2018 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

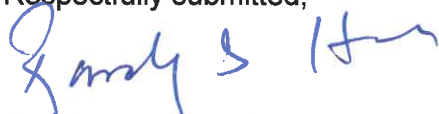
## **FISCAL IMPACT:**

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: 102:19

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**NOVEMBER 30, 2018**

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**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
November 30, 2018**

	CASH	INVESTMENTS	TOTAL	PERCENT
<b>NCPA FUNDS</b>				
Operating	\$ 820,049	\$ 96,987,444	\$ 97,807,493	33.66%
Special Deposits	\$ 900,893	\$ -	\$ 900,893	0.31%
Construction	\$ 901,300	\$ 4,107,737	\$ 5,009,037	1.72%
Debt Service	\$ 499,521	\$ 35,264,573	\$ 35,764,094	12.31%
Special & Reserve	\$ 24,246	\$ 151,057,696	\$ 151,081,942	52.00%
	<u>\$ 3,146,009</u>	<u>\$ 287,417,450</u>	<u>\$ 290,563,459</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 284,008,778

NOTE A -Investment amounts shown at book carrying value.

NOTE B - The 10/31/18 total portfolio book value included General Electric (GE) bonds totaling \$1,233,100 with maturity date 1/09/2023. Between 10/2/18 and 11/2/18, S&P Global Ratings (S&P), Moody's, and Fitch each downgraded their credit ratings of GE below the Agency's minimum credit quality level. The Agency sold the bonds on 11/23/18.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
November 30, 2018**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 33,738,994	\$ 181,442	\$ 13,591,420	\$ (24,642,718)	\$ (2,913,982)	\$ (19,895,023)	\$ 60,133
Special Deposits	2,197,158	21	-	(12,880,773)	-	10,683,681	87
Construction	-	12,423	1,529,000	-	(1,669,648)	-	(128,225)
Debt Service	-	1,160	7,067,000	-	(15,883,578)	9,304,037	488,619
Special & Reserve	-	296,846	11,544,163	-	(11,728,052)	(92,695)	20,262
	<u>\$ 35,936,152</u>	<u>\$ 491,892</u>	<u>\$ 33,731,583</u>	<u>\$ (37,523,491)</u>	<u>\$ (32,195,260)</u>	<u>\$ -</u>	<u>\$ 440,876</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, 2018**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 2,913,982	\$ (13,591,420)	\$ 11,581	\$ -	\$ -	\$ (10,665,857)
Special Deposits	-	-	-	-	-	-
Construction	1,669,648	(1,529,000)	(120)	-	-	140,528
Debt Service	15,883,578	(7,067,000)	47,366	-	-	8,863,944
Special & Reserve	11,728,052	(11,544,163)	(5,460)	(142,722)	-	35,707
	<u>\$ 32,195,260</u>	<u>\$ (33,731,583)</u>	<u>\$ 53,367</u>	<u>\$ (142,722)</u>	<u>\$ -</u>	<u>(1,625,678)</u>
<b>Less Non- Cash Activity</b>						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>89,355</u>
<b>Net Change in Investment --Before Non-Cash Activity</b>						<u><u>\$ (1,536,323)</u></u>

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

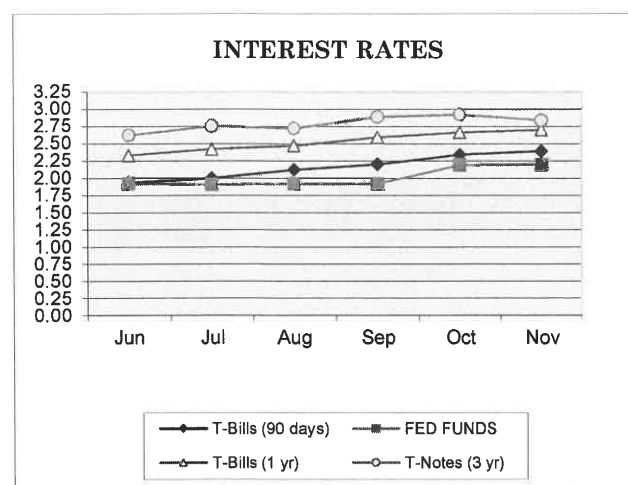


**Northern California Power Agency**  
**Interest Rate/Yield Analysis**  
**November 30, 2018**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>2.017%</b>	<b>2.045%</b>
<b>OPERATING FUNDS:</b>	<b>1.987%</b>	<b>2.108%</b>
<b>PROJECTS:</b>		
Geothermal	<b>2.255%</b>	<b>2.429%</b>
Capital Facilities	<b>2.290%</b>	<b>2.302%</b>
Hydroelectric	<b>2.036%</b>	<b>2.160%</b>
Lodi Energy Center	<b>1.593%</b>	<b>1.339%</b>

**KEY INTEREST RATES**

	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	<b>2.20%</b>	<b>1.16%</b>
T-Bills (90da.)	<b>2.39%</b>	<b>1.30%</b>
Agency Disc (90da.)	<b>2.35%</b>	<b>1.28%</b>
T-Bills (1yr.)	<b>2.70%</b>	<b>1.62%</b>
Agency Disc (1yr.)	<b>2.66%</b>	<b>1.49%</b>
T-Notes (3yr.)	<b>2.84%</b>	<b>1.86%</b>



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
November 30, 2018**

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	\$ 4,519	\$ 23,872	\$6,590	\$ 1,263	\$ 7,497	\$ 117,230	\$ 2,000	\$ 162,971	56.42%
Corporate Bonds (MTN)	-	-	-	-	-	48,710	-	48,710	16.86%
US Bank Trust Money Market	12,101	-	-	-	-	-	-	12,101	4.19%
Commercial Paper	1,723	-	-	-	-	-	-	1,723	0.60%
Investment Trusts (LAIF)	43,122	-	-	-	-	-	-	43,122	14.93%
Investment Trusts (CAMP)	5,014	-	-	-	-	-	-	5,014	1.74%
U.S.Treasury Market Acct. *	12,721	-	-	-	-	-	-	12,721	4.40%
U.S.Treasury Bill/Note	78	338	212	177	48	146	-	999	0.35%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.51%
Total Dollars	\$ 79,277	\$24,220	\$6,802	\$1,440	\$7,545	\$167,586	\$2,000	\$ 288,870	100.00%
Total Percents	27.44%	8.38%	2.35%	0.50%	2.62%	58.01%	0.70%	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

11/30/2018

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	1.750	11/26/2014	25,000		1	1.750	25,000	SYS70101	70101	25,000
Local Agency Investm	LAIF	15,805,060	2.157	07/01/2013	15,805,060		1	2.157	15,805,060	SYS70000	70000	15,805,060
California Asset Mgm	CMP	5,013,779	2.370	10/19/2018	5,013,779		1	2.370	5,013,779	SYS70070	70070	5,013,779
Union Bank of Califo	UBOC	1,806,010	0.002	07/01/2013	1,806,010		1	0.002	1,806,010	SYS70014	70014	1,806,010
US Bank	USB	820,049	0.001	06/30/2013	820,049		1	0.001	820,049	SYS70050	70050	820,049
US Bank	USB	1,697,962	0.850	08/24/2017	1,697,962		1	0.850	1,697,962	SYS70056	70056	1,697,962
US Bank	USB	10,000	0.050	10/07/2018	10,000	01/07/2019	37	0.050	10,000	SYS30315	30315	10,000
Federal Home Loan Mt	UBOC	4,000,000	1.750	06/09/2015	4,046,160	05/30/2019	180	1.450	3,983,840	3137EADG1	26231	4,005,774
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	527	2.937	997,340	369550BA5	26668	999,103
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	594	1.490	4,874,704	3130ABTW6	26466	4,983,670
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	745	2.848	977,020	931142EA7	26674	981,381
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	769	3.057	489,470	24422ETZ2	26676	492,856
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	780	1.411	2,697,245	3130A8P80	26355	2,784,340
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	820	2.969	976,680	17275RBD3	26667	983,474
Federal Home Loan Mt	UBOC	3,000,000	2.530	03/29/2018	3,000,000	03/29/2021	849	2.530	2,976,900	3134AGSGT6	26564	3,000,000
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	852	2.846	485,715	43707BBL5	26558	490,598
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	900	2.919	965,730	458140AW0	26670	971,258
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	915	2.858	485,645	717081DX8	26617	489,161
Federal Home Loan Mt	UBOC	1,000,000	2.500	06/28/2018	1,000,000	06/28/2021	940	2.990	999,130	3134GSOA6	26628	1,000,000
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	968	1.620	2,522,093	3133EHSR5	26465	2,608,636
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	996	1.500	3,372,740	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	1,013	3.149	955,220	02665WBG5	26669	961,928
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	1,018	3.018	997,920	88579YBA8	26675	999,514
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,152	2.200	196,328	3134GAV92	26403	202,000
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	1,163	3.060	976,620	742718DY2	26673	977,185
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	1,188	2.982	971,580	478160CD4	26671	977,503
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	1,217	3.315	490,135	87236YAE8	26601	494,314
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	1,248	2.924	483,725	713448DT2	26557	489,199
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	1,257	2.329	1,085,851	037633CQ1	26525	1,122,233
NStar Electric Co.	UBOC	500,000	2.375	06/12/2018	484,480	10/15/2022	1,414	3.144	479,670	67021CAG2	26616	486,158
Boeing Co.	UBOC	500,000	2.200	06/12/2018	482,180	10/30/2022	1,429	3.074	479,035	097023BN4	26612	484,088
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	1,446	3.157	482,925	02665WCA7	26614	489,764
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,465	3.008	477,795	166764AB6	26555	487,862
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,474	3.135	390,816	92826CAC6	26647	394,961
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,502	3.315	965,800	89236TEL5	26645	976,624
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,523	3.464	481,545	828807CN5	26603	486,366
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,537	3.154	482,620	68389XBR5	26556	489,709
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,551	3.068	972,110	30231GAR3	26648	986,492
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,556	3.264	484,505	24422ETG4	26613	490,879
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,565	3.086	484,390	084670BR8	26554	493,356

### 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
United Parcel Serv	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,582	3.248	481,605	911312BK1	26600	485,097
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,582	3.308	481,605	911312BK1	26677	483,845
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,609	3.443	496,790	06406RAG2	26602	501,126
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,626	3.236	497,405	427866AZ1	26615	502,827
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,696	3.399	986,780	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,711	3.172	940,360	594918BQ6	26672	949,476
Federal Farm Credit	UBOC	1,500,000	3.340	11/21/2018	1,500,000	10/04/2023	1,768	3.339	1,497,675	3133EJE39	26714	1,500,000
<b>Fund Total and Average</b>		<b>\$ 70,765,197</b>	<b>2.062</b>		<b>\$ 70,389,983</b>		<b>643</b>	<b>2.222</b>	<b>\$ 69,702,922</b>			<b>\$ 70,380,617</b>

### MPP GHG Auction Acct

Local Agency Investm		34,397	2.157	07/01/2013	34,397		1	2.157	34,397	SYS70045	70045	34,397
<b>Fund Total and Average</b>		<b>\$ 34,397</b>	<b>2.157</b>		<b>\$ 34,397</b>		<b>1</b>	<b>2.157</b>	<b>\$ 34,397</b>			<b>\$ 34,397</b>

### SCPA Balancing Account

Local Agency Investm	LAIF	3,077,648	2.157	07/01/2013	3,077,648		1	2.157	3,077,648	SYS70022	70022	3,077,648
Union Bank of Calif	UBOC	1,387,550	0.002	07/01/2013	1,387,550		1	0.002	1,387,550	SYS70023	70023	1,387,550
Federal National Mtg	UBOC	1,847,000	1.350	07/28/2016	1,847,000	07/28/2020	605	1.350	1,799,994	3136G3T39	26357	1,847,000
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	650	2.870	750,075	313370US5	26717	750,045
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	884	3.000	482,760	06406FAB9	26570	489,084
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	1,169	2.798	487,360	594918BA1	26574	493,611
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	1,189	3.186	483,930	25468PDQ6	26630	488,739
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	1,217	3.100	490,135	87236YAE8	26571	497,663
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,278	2.918	489,605	437076BG6	26572	495,194
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,384	3.161	479,755	74460DAB5	26573	486,117
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	1,474	3.096	244,260	92826CAC6	26632	247,218
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	1,475	3.070	486,735	458140AM2	26625	493,059
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,501	3.203	530,288	89233P7F7	26598	537,941
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	1,550	3.170	483,445	17275RBE1	26624	488,819
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,551	3.055	486,055	30231GAR3	26599	493,525
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,565	3.185	484,390	084670BR8	26596	491,405
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,582	3.191	481,605	911312BK1	26627	486,188
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,612	3.108	477,715	654106AC7	26597	482,565
Federal Home Loan Mt	UBOC	2,500,000	2.750	05/24/2018	2,500,000	05/24/2023	1,635	3.326	2,496,675	3134GSLU7	26604	2,500,000
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,643	3.438	480,505	828807DD6	26631	485,835
Federal Home Loan Mt	UBOC	1,000,000	2.700	06/14/2018	1,000,000	06/14/2023	1,656	3.316	998,840	3134GSNE1	26622	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	3.000	07/23/2018	1,999,000	06/14/2023	1,656	3.300	1,987,320	3134GSNK7	26629	1,999,073
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,657	3.467	2,595,736	3134GSMY8	26653	2,603,667
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,657	3.150	492,405	717081DH3	26626	496,856
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,731	3.039	2,483,625	3134GSUZ6	26654	2,501,185

11/30/2018

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	UBOC	2,000,000	3.000	09/26/2018	1,999,200	09/26/2023	1,760	3.587	1,999,980	3134GSWL5	26678	1,999,229
Fund Total and Average		\$ 27,462,198	2.470	\$ 27,299,287		1233		2.825	\$ 27,138,391			\$ 27,319,216

General Operating Reserve

Local Agency Investm	LAIF	13,430,532	2.157	07/01/2013	13,430,532		1	2.157	13,430,532	SYS70000	70002	13,430,532
Union Bank of Calif	UBOC	5,652,664	0.002	07/01/2013	5,652,664		1	0.002	5,652,664	SYS70019	70019	5,652,664
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	360	1.430	4,933,127	3135G0ZY2	26246	4,997,186
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	780	1.463	4,159,921	3133EGMP7	26356	4,282,967
Federal Home Loan Ba	UBOC	11,720,000	1.400	07/19/2016	11,714,140	01/19/2021	780	1.411	11,350,703	3130A9P80	26354	11,717,222
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	906	1.625	4,990,312	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	909	1.500	1,253,291	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	914	1.690	10,313,744	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,152	2.200	453,887	3134GAV92	26402	467,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	1,169	2.972	389,888	594918BA1	26578	392,821
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	1,217	3.335	490,135	87236YAE8	26582	494,021
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	06/11/2022	1,257	2.329	3,891,123	037833CQ1	26524	4,021,495
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,287	1.760	3,476,831	313379Q89	26467	3,618,891
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	1,324	3.083	495,135	713448CX4	26580	500,266
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,474	3.145	488,520	92826CAC6	26584	493,554
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,520	3.325	486,370	06406RAE7	26575	492,820
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,537	3.195	482,620	68389XBR5	26579	488,923
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,543	3.225	484,235	74005PBF0	26581	489,794
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,565	3.243	484,390	084670BR8	26576	490,274
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,582	3.245	481,605	911312BK1	26583	485,178
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,768	3.339	998,450	3133EJE39	26715	1,000,000
Fund Total and Average		\$ 70,628,648	1.726	\$ 70,655,398		682		1.717	\$ 69,187,483			\$ 70,606,608
GRAND TOTALS:		\$ 169,890,440	1.987	\$ 168,379,065		755		2.108	\$ 166,063,193.			\$ 168,340,838

\*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 11/30/2018

Investment #26332	FNMA	Callable quarterly	Investment #26402	FHLMC	Callable quarterly
Investment #26335	FFCB	Callable anytime	Investment #26403	FHLMC	Callable quarterly
Investment #26354	FHLB	Callable anytime	Investment #26564	FHLMC	Callable until 3/29/19
Investment #26355	FHLB	Callable anytime	Investment #26629	FHLMC	Callable quarterly
Investment #26356	FFCB	Callable anytime	Investment #26646	USB	Callable on 6/23/2023
Investment #26357	FNMA	Callable quarterly	Investment #26653	FHLMC	Callable on 6/15/2020
Investment #26368	FNMA	Callable quarterly	Investment #26678	FHLMC	Callable quarterly starting 12/26/2018
Investment #26385	FHLMC	Callable quarterly	Investment #26714	FFCB	Callable on 10/4/2019.
			Investment #26715	FFCB	Callable on 10/4/2019.



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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	2.230	11/27/2018	234,549	12/28/2018	27	2.265	234,629	313385U87A	26719	234,607
Federal Home Loan Ba	USBT	236,000	2.050	07/31/2018	233,917	01/02/2019	32	2.096	235,065	313384AB5A	26633	235,570
Federal Home Loan Ba	USBT	235,000	2.125	08/31/2018	233,280	01/02/2019	32	2.170	234,069	313384AB5A	26655	234,556
Federal Home Loan Ba	USBT	236,000	2.220	10/17/2018	234,879	01/02/2019	32	2.261	235,065	313384AB5A	26680	235,534
Federal National Mtg	USBT	234,000	2.220	10/29/2018	233,062	01/02/2019	32	2.259	233,539	313588AB1A	26702	233,538
Fund Total and Average		\$ 1,176,000	2.169		\$ 1,169,687		31	2.211	\$ 1,172,367			\$ 1,173,805

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	124,000	2.230	11/27/2018	123,762	12/28/2018	27	2.265	123,804	313385U87A	26720	123,793
Federal Home Loan Ba	USBT	124,000	2.050	07/31/2018	122,906	01/02/2019	32	2.096	123,509	313384AB5A	26634	123,774
Federal Home Loan Ba	USBT	124,000	2.125	08/31/2018	123,092	01/02/2019	32	2.170	123,509	313384AB5A	26656	123,766
Federal Home Loan Ba	USBT	123,000	2.220	10/17/2018	122,416	01/02/2019	32	2.261	122,513	313384AB5A	26681	122,757
Federal National Mtg	USBT	123,000	2.220	10/29/2018	122,507	01/02/2019	32	2.259	122,758	313588AB1A	26703	122,757
Fund Total and Average		\$ 618,000	2.169		\$ 614,683		31	2.211	\$ 616,093			\$ 616,847

Geo 2016A Debt Service

U.S. Treasury	USBT	54,000	1.949	07/31/2018	53,564	12/27/2018	26	1.993	53,921	912796QQ5	26635	53,924
U.S. Treasury	USBT	55,000	2.017	08/31/2018	54,636	12/27/2018	26	2.059	54,919	912796QQ5	26657	54,920
U.S. Treasury	USBT	55,000	2.115	10/17/2018	54,771	12/27/2018	26	2.153	54,919	912796QQ5	26682	54,916
U.S. Treasury	USBT	55,000	2.149	11/27/2018	54,901	12/27/2018	26	2.183	54,919	912796QQ5	26721	54,915
Federal National Mtg	USBT	54,000	2.220	10/29/2018	53,784	01/02/2019	32	2.259	53,894	313588AB1A	26704	53,893
Fund Total and Average		\$ 273,000	2.091		\$ 271,656		27	2.130	\$ 272,572			\$ 272,568

Geothermal Special Reserve

Union Bank of Calif	UBOC	1,500,000	0.002	07/01/2013	1,500,000		1	0.002	1,500,000	SYS70015	70015	1,500,000
Fund Total and Average		\$ 1,500,000	0.002		\$ 1,500,000		1	0.002	\$ 1,500,000			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	2,009,056	2.157	07/01/2013	2,009,056		1	2.157	2,009,056	SYS70027	70027	2,009,056
Union Bank of Calif	UBOC	1,350	0.002	07/01/2013	1,350		1	0.002	1,350	SYS70034	70034	1,350
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	804	3.265	492,790	02665WCD1	26726	493,508
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	864	3.276	495,185	89236TEU5	26727	496,304
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	909	1.500	1,928,140	3136G33W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	1,003	3.002	248,528	02007GEQ2A	30312	250,000

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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
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	1,104	3.103	728,363	69353REY0	26553	738,221
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,152	2.200	914,577	3134GAV92	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	1,257	2.329	832,472	037833CQ1	26499	860,364
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	1,368	3.154	246,148	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	1,369	3.051	246,895	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	1,375	3.152	247,745	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,461	3.004	719,543	25468PCW4	26551	731,813
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,518	3.104	726,540	24422ERT8	26550	741,246
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,520	3.229	729,555	06406RAE7	26549	741,980
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,528	3.140	484,660	44932HAH6	26548	497,282
Federal Home Loan Mt	UBOC	2,000,000	2.700	06/14/2018	2,000,000	06/14/2023	1,656	3.316	1,997,680	3134GSNE1	26623	2,000,000
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,733	3.203	246,250	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,741	3.301	247,313	17312QS34A	30314	250,000
Federal Home Loan Mt	UBOC	2,000,000	3.000	09/26/2018	1,998,200	09/26/2023	1,760	3.587	1,999,980	3134GSWL5	26679	1,998,229
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,768	3.339	998,450	3133EJES9	26716	1,000,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	2,426	3.455	2,005,740	3133EJUT4	26644	1,999,335
Fund Total and Average		\$ 18,812,617	2.659		\$ 18,741,031		1350	2.889	\$ 18,546,960			\$ 18,750,688

GEO Debt Service Reserve Acct

U.S. Treasury	USB	56,000	1.823	02/27/2018	55,041	01/31/2019	61	1.872	55,790	912796PP8	26536	55,827
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	180	1.354	903,336	3137EADG1	26228	908,729
U.S. Treasury	USB	40,000	2.273	10/17/2018	39,379	06/20/2019	201	2.333	39,456	912796QM4	26692	39,492
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	305	1.530	2,483,814	3137EADM8	26197	2,509,333
Fund Total and Average		\$ 3,518,000	1.400		\$ 3,499,145		268	1.499	\$ 3,482,396			\$ 3,513,381

Geo 2012A DSR Account

U.S. Treasury	USB	41,000	1.555	01/03/2018	40,403	12/06/2018	5	1.594	40,993	912796PE3	26511	40,991
U.S. Treasury	USB	12,000	2.394	10/17/2018	11,714	10/10/2019	313	2.472	11,734	912796RF8	26693	11,750
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	906	1.625	1,466,545	3138G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,570,000	1.629		\$ 1,569,117		878	1.631	\$ 1,519,272			\$ 1,569,741
GRAND TOTALS:		\$ 27,467,617	2.255		\$ 27,365,319		1011	2.429	\$ 27,105,660.			\$ 27,397,030

\*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 11/30/2018

Investment #26333	FNMA	Callable quarterly	Investment #26644	FFCB	Callable anytime starting 7/23/2021
Investment #26369	FNMA	Callable quarterly	Investment #26679	FHLMC	Callable quarterly starting 12/26/2018
Investment #26404	FHLMC	Callable quarterly	Investment #26716	FFCB	Callable on 10/4/2019.





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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	479,000	2.335	11/27/2018	476,981	01/31/2019	61	2.377	477,146	313384BG3A	26725	477,105
Federal Home Loan Ba	USBT	480,000	2.290	10/17/2018	476,733	02/01/2019	62	2.337	478,090	313384BH1	26686	478,107
Federal Home Loan Ba	USBT	479,000	2.280	10/29/2018	476,118	02/01/2019	62	2.325	477,094	313384BH1	26708	477,119
Federal Home Loan Mt	USBT	480,000	2.160	08/31/2018	475,565	02/01/2019	62	2.210	478,090	313396BH6A	26661	478,214
Fund Total and Average		\$ 1,918,000	2.266		\$ 1,905,397		62	2.313	\$ 1,910,420			\$ 1,910,545

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	37,000	1.554	01/03/2018	36,461	12/06/2018	5	1.594	36,993	912796PE3	26514	36,992
U.S. Treasury	USB	36,000	2.397	10/17/2018	35,142	10/10/2019	313	2.475	35,202	912796RF8	26897	35,249
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	970	1.530	68,002	3136G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,139	2.340	1,419,724	3137EADB2	25845	1,444,392
Fund Total and Average		\$ 1,587,000	2.319		\$ 1,590,033		1087	2.289	\$ 1,559,921			\$ 1,587,633
GRAND TOTALS:		\$ 3,505,000	2.290		\$ 3,495,430		527	2.302	\$ 3,470,341.			\$ 3,498,178

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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 11/30/2018

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	CUSIP	Market Value	Investment #	Carrying Value
Local Agency Investm	LAIF	6,967,863	2.157	07/01/2013	6,967,863		1	2.157	SYS70028	6,967,863	70028	6,967,863
Union Bank of Calif	UBOC	6,029	0.002	07/01/2013	6,029		1	0.002	SYS70031	6,029	70031	6,029
Federal National Mtg	UBOC	2,000,000	1.350	06/30/2016	2,000,000	12/30/2019	394	1.350	3136G3VH5	1,969,380	26340	2,000,000
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	1,141	3.314	07330NAQ8	488,215	26618	489,926
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	1,191	2.946	30231GAJ1	484,725	26621	491,557
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	1,200	3.182	91159HHC7	542,047	26651	546,897
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,384	3.051	74460DAB5	479,755	26546	488,026
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,474	3.051	92826CAC6	488,520	26547	495,301
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,502	3.215	89236TEL5	482,900	26619	490,211
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,537	3.121	68389XBR5	482,620	26545	490,353
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,551	2.971	097023BW4	489,145	26544	496,635
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,582	3.182	911312BK1	481,605	26620	486,368
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,612	2.985	19416QEC0	519,772	26652	530,064
Federal Home Loan Ba	UBOC	1,150,000	3.050	08/09/2018	1,145,113	06/13/2023	1,655	3.144	3130AEEJ5	1,138,247	26649	1,145,429
Federal Home Loan Mt	UBOC	1,000,000	3.250	08/09/2018	1,000,000	06/28/2023	1,670	3.249	3134GSNY7	997,520	26650	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,783	3.250	3130AEYR5	1,501,560	26701	1,500,000
Fund Total and Average		\$ 17,723,892	2.402		\$ 17,612,067		801	2.552		\$ 17,519,903		\$ 17,624,669

Hydro Initial Facilities

Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	52	1.060	3133EFVQ7	2,433,345	26300	2,437,644
Federal Home Loan Ba	USB	1,683,000	2.380	11/27/2018	1,669,648	03/27/2019	116	2.432	313384DP1	1,670,058	26718	1,670,093
Fund Total and Average		\$ 4,120,000	1.709		\$ 4,120,149		78	1.618		\$ 4,103,403		\$ 4,107,737

Hydro Debt Service

Federal Home Loan Ba	USBT	1,792,000	2.230	11/27/2018	1,788,559	12/28/2018	27	2.265	313385U87A	1,789,169	26722	1,789,003
Federal Home Loan Ba	USBT	1,803,000	2.050	07/31/2018	1,787,086	01/02/2019	32	2.096	313384AB5A	1,795,858	26636	1,799,715
Federal Home Loan Ba	USBT	1,802,000	2.125	08/31/2018	1,788,810	01/02/2019	32	2.170	313384AB5A	1,794,862	26658	1,798,596
Federal Home Loan Ba	USBT	1,796,000	2.220	10/17/2018	1,787,472	01/02/2019	32	2.261	313384AB5A	1,788,886	26683	1,792,456
Federal National Mtg	USBT	1,795,000	2.220	10/29/2018	1,787,805	01/02/2019	32	2.259	313688AB1A	1,791,464	26705	1,791,458
Fund Total and Average		\$ 8,988,000	2.169		\$ 8,939,732		31	2.211		\$ 8,960,239		\$ 8,971,228

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,032,000	2.230	11/27/2018	1,030,018	12/28/2018	27	2.265	313385U87A	1,030,369	26723	1,030,274
Federal Home Loan Ba	USBT	1,036,000	2.050	07/31/2018	1,026,856	01/02/2019	32	2.096	313384AB5A	1,031,896	26637	1,034,112
Federal Home Loan Ba	USBT	1,035,000	2.125	08/31/2018	1,027,424	01/02/2019	32	2.170	313384AB5A	1,030,900	26659	1,033,045
Federal Home Loan Ba	USBT	1,032,000	2.220	10/17/2018	1,027,100	01/02/2019	32	2.261	313384AB5A	1,027,912	26684	1,029,964

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### Hydro 2018A 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 National Mtg	USBT	1,031,000	2.220	10/29/2018	1,026,967	01/02/2019	32	2.259	1,028,969	313588AB1A	26706	1,028,965
Fund Total and Average		\$ 5,166,000	2.169		\$ 5,138,265		31	2.211	\$ 5,150,046			\$ 5,156,360

### Hydro 2018B Debt Service

Federal Home Loan Ba	USBT	115,000	2.230	11/27/2018	114,779	12/28/2018	27	2.265	114,818	313385U87A	26724	114,808
Federal Home Loan Ba	USBT	115,000	2.050	07/31/2018	113,985	01/02/2019	32	2.096	114,544	313384AB5A	26638	114,790
Federal Home Loan Ba	USBT	123,000	2.125	08/31/2018	122,100	01/02/2019	32	2.170	122,513	313384AB5A	26660	122,768
Federal Home Loan Ba	USBT	115,000	2.220	10/17/2018	114,454	01/02/2019	32	2.261	114,544	313384AB5A	26685	114,773
Federal National Mtg	USBT	114,000	2.220	10/29/2018	113,543	01/02/2019	32	2.259	113,775	313588AB1A	26707	113,775
Fund Total and Average		\$ 582,000	2.168		\$ 578,861		31	2.210	\$ 580,194			\$ 580,914

### Hydro Debt Service Resrv 2010A

U.S. Treasury	USB	52,000	1.625	02/27/2018	51,760	06/30/2019	211	1.945	51,709	912828WS5	26537	51,905
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	212	1.400	136,357	3133XU3G6	26451	137,303
Federal Home Loan Ba	USB	103,000	2.440	10/17/2018	101,206	07/01/2019	212	2.508	101,468	313384HP7A	26694	101,520
Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	612	1.680	5,430,762	3133EE5Z9	26243	5,534,175
Fund Total and Average		\$ 5,818,000	1.823		\$ 5,841,774		592	1.690	\$ 5,720,296			\$ 5,824,903

### Hydro 2012A Rebate Account

U.S. Treasury	USB	19,000	2.225	10/17/2018	18,810	03/28/2019	117	2.278	18,857	912796PX1	26695	18,863
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	982	1.790	670,914	3134G93A3	26432	690,502
Fund Total and Average		\$ 708,000	1.884		\$ 710,201		959	1.803	\$ 689,771			\$ 709,365

### Hydro Special Reserve

Local Agency Investim	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Calif	UBOC	1,500,000	0.002	07/01/2013	1,500,000		1	0.002	1,500,000	SYS70016	70016	1,500,000
Fund Total and Average		\$ 1,500,000	0.002		\$ 1,500,000		1	0.002	\$ 1,500,000			\$ 1,500,000

### Hydro 2012 Cost of Issuance

US Bank	USB	0	0.040	07/01/2013	0		1	0.040	0	SYS79061	79061	0
Fund Total and Average		\$ 0	***		\$ 0		***	***	\$ 0			\$ 0

### Hydro 2012 DSRA

U.S. Treasury	USB	51,000	2.225	10/17/2018	50,489	03/28/2019	117	2.278	50,615	912796PX1	26696	50,631
Fund Total and Average		\$ 51,000	2.225		\$ 50,489		117	2.278	\$ 50,615			\$ 50,631



Hydro 2012 DSRA

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	612	1.680	98,241	3133EE6Z9	26244	100,112
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,982	02/15/2021	807	2.251	144,220	9128283X6	26539	145,994
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	970	1.530	90,031	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,139	2.380	3,864,641	3137EADB2	25852	3,927,445
Fund Total and Average		\$ 4,319,000	2.336		\$ 4,317,042		1100	2.340	\$ 4,247,748			\$ 4,316,182

GRAND TOTALS:		\$ 48,924,892	2.117		\$ 48,758,091		487	2.160	\$ 48,471,600.			\$ 48,793,348
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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 11/30/2018

Investment #26340	FNMA	Callable quarterly
Investment #26359	FNMA	Callable quarterly
Investment #26649	FHLB	Callable on 6/13/2019
Investment #26650	FHLMC	Callable on 12/28/2018
Investment #26651	USB	Callable on 2/15/2022
Investment #26701	FHLB	Callable until 10/19/2020



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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		73,264	2.157	07/01/2013	73,264		1	2.157	73,264	SYS70046	70046	73,264
Fund Total and Average		\$ 73,264	2.157		\$ 73,264		1	2.157	\$ 73,264			\$ 73,264

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	2,881,506	0.600	07/01/2013	2,881,506		1	0.600	2,881,506	SYS79003	79003	2,881,506
Federal Home Loan Ba	USBT	1,271,000	2.030	07/31/2018	1,262,041	12/03/2018	2	2.072	1,271,000	313385R73	26639	1,270,857
Fund Total and Average		\$ 4,152,506	1.038		\$ 4,143,547		1	1.051	\$ 4,152,506			\$ 4,152,363

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	5,026,281	0.600	07/01/2013	5,026,281		1	0.600	5,026,281	SYS79004	79004	5,026,281
Federal Home Loan Ba	USBT	1,460,000	2.030	07/31/2018	1,449,709	12/03/2018	2	2.072	1,460,000	313385R73	26640	1,459,835
Fund Total and Average		\$ 6,486,281	0.922		\$ 6,475,990		1	0.931	\$ 6,486,281			\$ 6,486,116

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	1,741,220	0.600	07/01/2013	1,741,220		1	0.600	1,741,220	SYS79011	79011	1,741,220
Federal Home Loan Ba	USBT	838,000	2.030	07/31/2018	832,093	12/03/2018	2	2.072	838,000	313385R73	26641	837,905
Fund Total and Average		\$ 2,579,220	1.065		\$ 2,573,313		1	1.078	\$ 2,579,220			\$ 2,579,125

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,414,808	0.600	07/01/2013	2,414,808		1	0.600	2,414,808	SYS79012	79012	2,414,808
Federal Home Loan Ba	USBT	702,000	2.030	07/31/2018	697,052	12/03/2018	2	2.072	702,000	313385R73	26642	701,921
Fund Total and Average		\$ 3,116,808	0.922		\$ 3,111,860		1	0.932	\$ 3,116,808			\$ 3,116,729

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	248,000	2.030	07/31/2018	246,252	12/03/2018	2	2.072	248,000	313385R73	26643	247,972
Fund Total and Average		\$ 248,000	2.030		\$ 246,252		2	2.073	\$ 248,000			\$ 247,972

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	36,888	0.600	07/01/2013	36,888		1	0.600	36,888	SYS79005	79005	36,888
U.S. Treasury	USB	82,000	2.214	10/17/2018	81,041	04/25/2019	145	2.271	81,205	912796QC6	26698	81,268
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	211	1.945	84,525	912828WS5	26538	84,845

**Northern California Power Agency**  
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**LEC Issue #1 2010 DSR Fund**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	906	1.659	4,228,764	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	985	1.699	143,307	3137EAE09	26454	147,761
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,287	1.760	3,987,414	313379Q69	26463	4,150,337
<b>Fund Total and Average</b>		<b>\$ 8,813,888</b>	<b>1.869</b>		<b>\$ 8,877,524</b>		<b>1068</b>	<b>1.711</b>	<b>\$ 8,562,103</b>			<b>\$ 8,861,099</b>

**LEC Iss#1 2010B BABS Subs Resv**

US Bank Trust	USB	140	0.600	07/01/2013	140		1	0.600	140	SYS79006	79006	140
U.S. Treasury	USB	38,000	1.823	02/27/2018	37,349	01/31/2019	61	1.872	37,858	912796PP8	26534	37,883
U.S. Treasury	USB	37,000	2.214	10/17/2018	36,567	04/25/2019	145	2.271	36,641	912796QC6	26699	36,670
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	559	1.540	2,162,375	313370E38	26455	2,203,695
<b>Fund Total and Average</b>		<b>\$ 2,220,140</b>	<b>3.330</b>		<b>\$ 2,329,202</b>		<b>544</b>	<b>1.557</b>	<b>\$ 2,237,014</b>			<b>\$ 2,278,388</b>

**LEC Issue #2 2010B DSR BABS**

US Bank Trust	USB	377	0.600	07/01/2013	377		1	0.600	377	SYS79013	79013	377
U.S. Treasury	USB	25,000	1.823	02/27/2018	24,572	01/31/2019	61	1.872	24,906	912796PP8	26535	24,923
U.S. Treasury	USB	23,000	2.214	10/17/2018	22,731	04/25/2019	145	2.271	22,777	912796QC6	26700	22,795
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	212	1.400	1,035,301	3133XU3G6	26456	1,042,487
<b>Fund Total and Average</b>		<b>\$ 1,073,377</b>	<b>4.270</b>		<b>\$ 1,130,388</b>		<b>207</b>	<b>1.429</b>	<b>\$ 1,083,361</b>			<b>\$ 1,090,582</b>

**LEC O & M Reserve**

Local Agency Investm		1,723,705	2.157	07/01/2013	1,723,705		1	2.157	1,723,705	SYS70047	70047	1,723,705
Union Bank of Calif	UBOC	47,236	0.002	07/18/2013	47,236		1	0.002	47,236	SYS70041	70041	47,236
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	80	1.220	2,929,539	3135G0ZA4	26248	2,937,062
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	552	1.550	3,547,689	3130ABJQ0	26440	3,614,459
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	577	1.300	2,927,310	3136G3UJ2	26341	3,000,000
<b>Fund Total and Average</b>		<b>\$ 11,318,941</b>	<b>1.651</b>		<b>\$ 11,383,035</b>		<b>350</b>	<b>1.484</b>	<b>\$ 11,175,479</b>			<b>\$ 11,322,462</b>
<b>GRAND TOTALS:</b>		<b>\$ 40,082,425</b>	<b>1.593</b>		<b>\$ 40,344,375</b>		<b>371</b>	<b>1.339</b>	<b>\$ 39,714,036.</b>			<b>\$ 40,208,100</b>

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2018  
Investment #26337 FFCB Callable anytime



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# Commission Staff Report

January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** December 2018 Financial Report (Unaudited)

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

Approval by all members

**NOTICE:**

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the January 17, 2019 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 2018 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 2018**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,519,988</b>
<b>Hydroelectric</b>	<b>3,662,949</b>
<b>CT#1 Combustion Turbines</b>	<b>189,932</b>
<b>CT#2 STIG</b>	<b>535,627</b>
<b>Lodi Energy Center</b>	<b>8,600,332</b>
<b>NCPA Operating</b>	<b><u>34,150,084</u></b>
<b>Total</b>	<b><u>\$ 48,658,912</u></b>

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2018**

<b>PERCENT OF YEAR ELAPSED 50%</b>
--

	This Month	Actual Year To-Date	FY 2019 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b><u>NCPA Plants</u></b>					
Hydroelectric					
Other Plant Cost	\$ 1,824,851	\$ 8,072,383	\$ 16,699,691	48%	
Debt Service (Net)	2,929,735	17,578,413	35,156,824	50%	
Annual Budget Cost	4,754,586	25,650,796	51,856,515	49%	
Geothermal					
Other Plant Cost	2,207,542	14,524,788	29,488,515	49%	
Debt Service (Net)	411,408	2,468,448	4,936,896	50%	
Annual Budget Cost	2,618,950	16,993,236	34,425,411	49%	
Combustion Turbine No. 1	661,920	3,661,784	6,605,701	55%	(a)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	74,964	797,230	977,410	82%	(b)
Other Plant Cost	160,071	1,064,410	2,048,734	52%	
Debt Service (Net)	476,392	2,858,354	5,716,708	50%	
Annual Budget Cost	711,427	4,719,994	8,742,852	54%	
Lodi Energy Center					
Fuel	6,867,925	29,487,649	33,092,116	89%	(c)
Other Plant Cost	1,706,985	11,623,199	24,544,632	47%	
Debt Service (Net)	2,173,321	13,039,927	26,079,852	50%	
Annual Budget Cost	10,748,231	54,150,775	83,716,600	65%	
Member Resources - Energy	3,662,989	30,685,513	64,448,814	48%	
Member Resources - Natural Gas	507,593	2,541,205	3,098,278	82%	(d)
Western Resources	1,624,992	9,415,897	31,349,618	30%	
Market Power Purchases	2,827,179	13,071,471	15,539,033	84%	(e)
Load Aggregation Costs - CAISO	34,819,511	165,481,315	273,858,269	60%	(f)
Net GHG Obligations	-	1,150,485	1,122,972	102%	(g)
	<b>62,937,378</b>	<b>327,522,471</b>	<b>574,764,063</b>	<b>57%</b>	
<b><u>TRANSMISSION</u></b>					
<b><u>Independent System Operator</u></b>					
Grid Management Charge	459,141	2,444,237	3,662,271	67%	(h)
Wheeling Access Charge	7,801,994	49,189,779	104,569,875	47%	
Ancillary Services	617,417	4,128,013	3,040,303	136%	(i)
Other ISO Charges/(Credits)	5,804,927	5,321,566	1,549,274	343%	(j)
	<b>14,683,479</b>	<b>61,083,595</b>	<b>112,821,723</b>	<b>54%</b>	
<b><u>MANAGEMENT SERVICES</u></b>					
<b><u>Legislative &amp; Regulatory</u></b>					
Legislative Representation	166,474	993,176	2,023,068	49%	
Regulatory Representation	32,224	267,603	886,616	30%	
Western Representation	63,143	313,805	848,160	37%	
Member Services	16,391	142,073	438,389	32%	
Judicial Action	82,318	340,213	625,000	54%	(k)

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2018**

<b>PERCENT OF YEAR ELAPSED 50%</b>
--

	This Month	Actual Year To-Date	FY 2019 Budget	% Used
<b>Power Management</b>				
System Control & Load Dispatch	467,683	2,844,421	6,107,416	47%
Forecasting, Planning, Prescheduling & Trading	225,807	1,223,649	2,775,167	44%
Industry Restructuring & Regulatory Affairs	43,046	151,318	438,813	34%
Contract Admin, Interconnection Svcs & External Affairs	61,354	394,897	1,134,623	35%
Green Power Project	24	147	2,964	5%
Gas Purchase Program	4,654	30,367	77,781	39%
Market Purchase Project	6,213	41,101	112,014	37%
<b>Energy Risk Management</b>	13,371	70,200	259,585	27%
<b>Settlements</b>	37,982	259,660	941,392	28%
<b>Integrated Systems Support</b>	1,391	48,520	272,850	18%
<b>Participant Pass Through Costs</b>	273,386	757,955	1,619,170	47%
<b>Support Services</b>	63,768	583,691	-	N/A
	<b>1,559,229</b>	<b>8,462,796</b>	<b>18,563,008</b>	<b>46%</b>
<b>TOTAL ANNUAL BUDGET COST</b>	<b>79,180,086</b>	<b>397,068,862</b>	<b>706,148,794</b>	<b>56%</b>
<b>LESS: THIRD PARTY REVENUE</b>				
Plant ISO Energy Sales	15,745,545	88,909,118	100,456,289	89% (l)
Member Resource ISO Energy Sales	2,351,970	21,777,565	28,186,777	77% (m)
NCPA Contracts ISO Energy Sales	4,122,762	16,283,413	14,720,326	111% (m)
Western Resource Energy Sales	64,404	12,529,061	23,182,775	54% (m)
Load Aggregation Energy Sales	25,085,007	107,889,667	131,328,609	82% (n)
Ancillary Services Sales	296,962	2,996,911	4,409,129	68% (o)
Transmission Sales	9,198	55,188	110,376	50%
Western Credits, Interest and Other Income	2,171,554	10,455,927	37,414,086	28%
	<b>49,847,402</b>	<b>260,896,850</b>	<b>339,808,367</b>	<b>77%</b>
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 29,332,684</b>	<b>\$ 136,172,012</b>	<b>\$ 366,340,427</b>	<b>37%</b>

- (a) Increase in costs due to greater than projected MWhs of generation. CT1 is at 118% of budgeted MWhs at 12/31/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (b) Increase in costs due to greater than projected MWhs of generation. CT2 is at 266% of budgeted MWhs at 12/31/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (c) Increase in costs due to greater than projected MWhs of generation. LEC is at 106% of budgeted MWhs at 12/31/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase due to greater than projected MWhs of generation at CT1, CT2, and LEC. See notes (a) and (b).
- (e) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY19 budget including certain NextEra and Shell deals.
- (f) Increase due to higher than budgeted market prices.
- (g) Purchases made several months in advance. Increase primarily due to greater than anticipated GHG allowances purchased at auction for Alameda and the City of Lodi.
- (h) Increase due to greater than projected MWhs of generation. See notes (a), (b), and (c).
- (i) Increase due to greater than projected MWhs of generation. See notes (a), (b), and (c).
- (j) The 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 legal costs related to privileged and confidential legal proceedings.
- (l) Increase due to higher market prices caused by California wildfires.
- (m) Variance due to higher than anticipated ISO energy sales and higher market prices for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (n) The load aggregation energy sales variance is due to unbudgeted sales related to East Bay Community Energy and San Jose Clean Energy.
- (o) Increase due to greater than projected MWhs of generation. See notes (a), (b), and (c) and corresponding increase in ancillary services costs.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	December 31,	
	2018	2017
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 21,554	\$ 15,076
Investments	45,236	55,259
Accounts receivable		
Participants	46	1
Other	268	463
Interest receivable	412	256
Inventory and supplies	9,746	9,852
Prepaid expenses	1,685	111
TOTAL CURRENT ASSETS	78,947	81,018
RESTRICTED ASSETS		
Cash and cash equivalents	53,845	58,131
Investments	166,856	166,791
Interest receivable	618	556
TOTAL RESTRICTED ASSETS	221,319	225,478
ELECTRIC PLANT		
Electric plant in service	1,505,096	1,503,753
Less: accumulated depreciation	(988,695)	(958,204)
	516,401	545,549
Construction work-in-progress	182	151
TOTAL ELECTRIC PLANT	516,583	545,700
OTHER ASSETS		
Regulatory assets	229,553	234,931
Unused vendor credits	-	24
Preliminary survey and investigation costs	165	-
Investment in associated company	265	-
TOTAL ASSETS	1,046,832	1,087,151
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	37,138	45,204
Pension deferrals	19,200	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	56,338	58,710
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,103,170	\$ 1,145,861

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	December 31,	
	2018	2017
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 15,743	\$ 32,166
Accounts and retentions payable - restricted for construction	10	-
Member advances	1,213	1,068
Operating reserves	23,718	21,047
Current portion of long-term debt	41,950	42,205
Accrued interest payable	8,049	8,948
TOTAL CURRENT LIABILITIES	90,683	105,434
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	76,002	64,589
Operating reserves and other deposits	152,057	150,259
Interest rate swap liability	13,326	15,930
Long-term debt, net	663,561	707,272
TOTAL NON-CURRENT LIABILITIES	904,946	938,050
TOTAL LIABILITIES	995,629	1,043,484
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	69,650	72,276
Pension and OPEB deferrals	3,195	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	72,845	76,736
NET POSITION		
Net investment in capital assets	(53,441)	(54,826)
Restricted	54,781	52,350
Unrestricted	33,356	28,117
TOTAL NET POSITION	34,696	25,641
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,103,170	\$ 1,145,861

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

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

**UNAUDITED**

	Six Months Ended December 31,	
	2018	2017
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 208,276	\$ 175,304
Other Third-Party	147,952	117,371
TOTAL OPERATING REVENUES	356,228	292,675
OPERATING EXPENSES		
Purchased power	153,928	126,468
Operations	54,023	38,292
Transmission	90,381	72,744
Depreciation	15,470	15,491
Maintenance	11,443	10,886
Administrative and general	10,526	8,889
TOTAL OPERATING EXPENSES	335,771	272,770
NET OPERATING REVENUES	20,457	19,905
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(21,017)	(21,971)
Interest income	5,763	3,269
Other	3,453	2,428
TOTAL NON OPERATING EXPENSES	(11,801)	(16,274)
FUTURE RECOVERABLE AMOUNTS	(1,594)	(1,314)
REFUNDS TO PARTICIPANTS	(10,434)	(10,736)
INCREASE (DECREASE) IN NET POSITION	(3,372)	(8,419)
NET POSITION, Beginning of year	38,068	34,060
NET POSITION, Period ended	\$ 34,696	\$ 25,641

# OTHER FINANCIAL INFORMATION

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

December 31, 2018

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
<b>ASSETS</b>											
<b>CURRENT ASSETS</b>											
Cash and cash equivalents	1 \$	- \$	1 \$	1 \$	74 \$	- \$	- \$	34 \$	21,443 \$	21,554 \$	
Investments	-	-	-	-	-	-	-	-	45,236	45,236	
Accounts receivable											
Participants	-	-	-	-	-	-	-	-	46	46	
Other	11	-	-	-	-	-	248	-	9	268	
Interest receivable	-	-	-	-	-	-	98	-	314	412	
Inventory and supplies	4,509	1,079	642	1,405	2,111	-	-	-	-	9,746	
Prepaid expenses	461	-	-	-	200	-	-	6	1,018	1,685	
Due from Agency and other programs*	21,326	5,946	2,196	(1,507)	27,546	-	(6,193)	13,764	(63,078)	-	
<b>TOTAL CURRENT ASSETS</b>	<b>26,308</b>	<b>7,025</b>	<b>2,839</b>	<b>(101)</b>	<b>29,931</b>	<b>-</b>	<b>(5,847)</b>	<b>13,804</b>	<b>4,988</b>	<b>78,947</b>	
<b>RESTRICTED ASSETS</b>											
Cash and cash equivalents	2,888	15,365	993	-	10,326	-	1,610	-	22,663	53,845	
Investments	26,003	37,611	2,987	-	22,099	-	26,633	-	51,523	166,856	
Interest receivable	128	163	16	-	73	-	-	-	238	618	
<b>TOTAL RESTRICTED ASSETS</b>	<b>29,019</b>	<b>53,139</b>	<b>3,996</b>	<b>-</b>	<b>32,498</b>	<b>-</b>	<b>28,243</b>	<b>-</b>	<b>74,424</b>	<b>221,319</b>	
<b>ELECTRIC PLANT</b>											
Electric plant in service	570,447	394,918	64,852	36,552	423,846	7,736	-	796	5,949	1,505,096	
Less: accumulated depreciation	(537,372)	(267,010)	(49,466)	(34,574)	(88,862)	(7,736)	-	(448)	(3,227)	(988,695)	
	33,075	127,908	15,386	1,978	334,984	-	-	348	2,722	516,401	
Construction work-in-progress	-	-	-	-	182	-	-	-	-	182	
<b>TOTAL ELECTRIC PLANT</b>	<b>33,075</b>	<b>127,908</b>	<b>15,386</b>	<b>1,978</b>	<b>335,166</b>	<b>-</b>	<b>-</b>	<b>348</b>	<b>2,722</b>	<b>516,583</b>	
<b>OTHER ASSETS</b>											
Regulatory assets	(781)	134,365	9,561	-	24,617	-	-	-	61,791	229,553	
Preliminary survey and investigation costs	-	-	-	-	-	-	-	165	-	165	
Investment in associated company	-	-	-	-	-	-	-	-	265	265	
<b>TOTAL ASSETS</b>	<b>87,621</b>	<b>322,437</b>	<b>31,782</b>	<b>1,877</b>	<b>422,212</b>	<b>-</b>	<b>22,396</b>	<b>14,317</b>	<b>144,190</b>	<b>1,046,832</b>	
<b>DEFERRED OUTFLOWS OF RESOURCES</b>											
Excess cost on refunding of debt	1,585	32,740	837	-	1,976	-	-	-	-	37,138	
Pension deferrals	-	-	-	-	-	-	-	-	-	19,200	
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,585</b>	<b>32,740</b>	<b>837</b>	<b>-</b>	<b>1,976</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>19,200</b>	<b>56,338</b>	
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 89,206</b>	<b>\$ 355,177</b>	<b>\$ 32,619</b>	<b>\$ 1,877</b>	<b>\$ 424,188</b>	<b>\$ -</b>	<b>\$ 22,396</b>	<b>\$ 14,317</b>	<b>\$ 163,390</b>	<b>\$ 1,103,170</b>	

\* Eliminated in Combination

# OTHER FINANCIAL INFORMATION

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

December 31, 2018

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
<b>LIABILITIES</b>										
<b>CURRENT LIABILITIES</b>										
Accounts payable and accrued expenses	\$ 203	\$ 300	\$ -	4	\$ 7	\$ 6,851	\$ -	\$ 3,778	\$ -	\$ 15,743
Accounts and retentions payable - restricted for construction	-	10	-	-	-	-	-	-	-	10
Member advances	791	-	-	-	-	-	-	422	-	1,213
Operating reserves	9,235	250	513	(440)	-	14,160	-	-	-	23,718
Current portion of long-term debt	5,095	21,180	4,195	-	-	11,480	-	-	-	41,950
Accrued interest payable	268	5,947	627	-	-	1,207	-	-	-	8,049
<b>TOTAL CURRENT LIABILITIES</b>	<b>15,592</b>	<b>27,687</b>	<b>5,339</b>	<b>(433)</b>	<b>33,698</b>	<b>-</b>	<b>3,778</b>	<b>422</b>	<b>4,600</b>	<b>90,683</b>
<b>NON-CURRENT LIABILITIES</b>										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	-
Operating reserves and other deposits	20,561	18,767	-	-	1,717	-	28,342	8,248	76,002	152,057
Interest rate swap liability	-	13,326	-	-	-	-	-	-	74,422	13,326
Long-term debt, net	20,100	286,368	25,951	-	331,142	-	-	-	-	663,561
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>40,661</b>	<b>318,461</b>	<b>25,951</b>	<b>-</b>	<b>332,859</b>	<b>-</b>	<b>28,342</b>	<b>8,248</b>	<b>150,424</b>	<b>904,946</b>
<b>TOTAL LIABILITIES</b>	<b>56,253</b>	<b>346,148</b>	<b>31,290</b>	<b>(433)</b>	<b>366,557</b>	<b>-</b>	<b>32,120</b>	<b>8,670</b>	<b>155,024</b>	<b>995,629</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>										
Regulatory credits	18,682	4,084	915	2,143	40,146	-	-	316	3,364	69,650
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	3,195	3,195
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>18,682</b>	<b>4,084</b>	<b>915</b>	<b>2,143</b>	<b>40,146</b>	<b>-</b>	<b>-</b>	<b>316</b>	<b>6,559</b>	<b>72,845</b>
<b>NET POSITION</b>										
Net investment in capital assets	(4,366)	(25,204)	(5,231)	-	(18,640)	-	-	-	-	(53,441)
Restricted	7,301	24,301	3,369	-	19,974	-	-	(165)	1	54,781
Unrestricted	11,336	5,848	2,276	167	16,151	(9,724)	(9,724)	5,496	1,806	33,356
<b>TOTAL NET POSITION</b>	<b>14,271</b>	<b>4,945</b>	<b>414</b>	<b>167</b>	<b>17,485</b>	<b>-</b>	<b>(9,724)</b>	<b>5,331</b>	<b>1,807</b>	<b>34,696</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 89,206</b>	<b>\$ 355,177</b>	<b>\$ 32,619</b>	<b>\$ 1,877</b>	<b>\$ 424,188</b>	<b>\$ -</b>	<b>\$ 22,396</b>	<b>\$ 14,317</b>	<b>\$ 163,390</b>	<b>\$ 1,103,170</b>



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, 2018

GENERATING & TRANSMISSION RESOURCES											
		Multiple Capital Facilities			CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
OPERATING REVENUES	Geothermal	Hydroelectric									
	\$ 950	\$ 10,685	\$ 2,258	\$ 2,211	\$ 13,412	\$ -	\$ 167,444	\$ 10,850	\$ 466	\$ 208,276	
	21,074	14,826	1,488	1,545	53,442	-	55,613	(36)	-	147,952	
TOTAL OPERATING REVENUES											
OPERATING EXPENSES											
Purchased power		327	1,532	71	202	3,008	-	148,788	-	153,928	
Operations		7,537	2,064	1,082	1,006	34,138	-	2,541	5,655	54,023	
Transmission		153	259	46	162	533	-	89,226	2	90,381	
Depreciation		1,959	4,784	1,101	96	7,309	-	-	51	15,470	
Maintenance		4,576	2,896	301	1,896	1,747	-	-	27	11,443	
Administrative and general		2,019	1,742	283	452	2,469	-	-	3,369	10,526	
Intercompany (sales) purchases, net*		(285)	106	30	52	129	-	-	(32)	-	
TOTAL OPERATING EXPENSES		16,286	13,383	2,914	3,866	49,333	-	240,555	9,072	335,771	
NET OPERATING REVENUES											
		5,738	12,128	832	(110)	17,521	-	(17,498)	1,742	104	
NON OPERATING (EXPENSES) REVENUES											
Interest expense		(268)	(12,626)	(743)	-	(7,380)	-	-	-	(21,017)	
Interest income		585	777	74	1	933	-	660	52	5,763	
Other		-	1	1,050	-	2,080	-	64	-	3,453	
TOTAL NON OPERATING (EXPENSES) REVENUES		317	(11,848)	381	1	(4,367)	-	724	52	(11,801)	
FUTURE RECOVERABLE AMOUNTS											
		(998)	(376)	(1,048)	-	828	-	-	-	(1,594)	
REFUNDS TO PARTICIPANTS											
		(2,710)	(2,346)	(160)	902	259	-	(1,046)	(3,260)	(10,434)	
INCREASE (DECREASE) IN NET POSITION											
		2,347	(2,442)	5	793	14,241	-	(17,820)	(1,466)	970	
NET POSITION, Beginning of year											
		11,924	7,387	409	(626)	3,244	-	8,096	6,797	38,068	
NET POSITION, Period ended											
\$		14,271	\$ 4,945	\$ 414	\$ 167	\$ 17,485	\$ -	\$ (9,724)	\$ 5,331	\$ 1,807	
										\$ 34,696	

\* Eliminated in Combination

**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS**  
**AGED ACCOUNTS RECEIVABLE**  
December 31, 2018

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 314,285
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 314,285</u>

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of December 2018**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,519,988</b>
<b>Hydroelectric</b>	<b>3,662,949</b>
<b>CT#1 Combustion Turbines</b>	<b>189,932</b>
<b>CT#2 STIG</b>	<b>535,627</b>
<b>Lodi Energy Center</b>	<b>8,600,332</b>
<b>NCPA Operating</b>	<b><u>34,150,084</u></b>
<b>Total</b>	<b><u><u>\$ 48,658,912</u></u></b>




# Commission Staff Report

January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Treasurer's Report for Month Ended December 31, 2018

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

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 \$11,743,883 of which approximately \$102,668 was applicable to Special and Reserve Fund Deposits, \$7,768,545 to Debt Service and \$3,872,670 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 \$275,766,716 at month end. The current market value of the portfolio totaled \$273,748,038.

The overall portfolio had a combined weighted average interest rate of 2.104% with a bond equivalent yield (yield to maturity) of 2.134%. Investments with a maturity greater than one year totaled \$175,889,000. December maturities totaled \$39 million and monthly receipts totaled \$51 million. During the month \$27 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 4 basis points (from 2.39% to 2.43%) and rates on one year T-Bills decreased 11 basis points (from 2.70% to 2.59%).

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2018 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

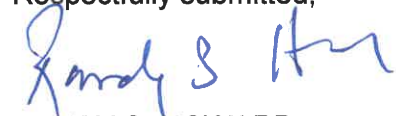
## **FISCAL IMPACT:**

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: 103:19

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**DECEMBER 31, 2018**

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**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
December 31, 2018**

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>
<b>NCPA FUNDS</b>				
Operating	\$ 2,069,837	\$ 92,100,637	\$ 94,170,474	32.75%
Special Deposits	\$ 901,533	\$ -	\$ 901,533	0.32%
Construction	\$ 901,300	\$ 4,110,807	\$ 5,012,107	1.74%
Debt Service	\$ 7,768,545	\$ 23,473,999	\$ 31,242,544	10.87%
Special & Reserve	\$ 102,668	\$ 156,081,273	\$ 156,183,941	54.32%
	<b>\$ 11,743,883</b>	<b>\$ 275,766,716</b>	<b>\$ 287,510,599</b>	<b>100.00%</b>

Portfolio Investments at Market Value

**\$ 273,748,038**

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
December 31, 2018**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 49,666,410	\$ 170,408	\$ 15,893,337	\$ (23,529,872)	\$ (11,040,119)	\$ (29,910,376)	\$ 1,249,788
Special Deposits	1,060,338	10	-	(20,369,139)	-	19,309,431	640
Construction	-	-	-	-	-	-	-
Debt Service	-	934	14,360,012	(10,424,672)	(2,534,703)	5,867,453	7,269,024
Special & Reserve	-	373,172	8,827,559	-	(13,855,801)	4,733,492	78,422
	<u>\$ 50,726,748</u>	<u>\$ 544,524</u>	<u>\$ 39,080,908</u>	<u>\$ (54,323,683)</u>	<u>\$ (27,430,623)</u>	<u>\$ -</u>	<u>\$ 8,597,874</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, 2018**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 11,040,119	\$ (15,893,337)	\$ 12,586	\$ (46,175)	\$ -	\$ (4,886,807)
Special Deposits	-	-	-	-	-	-
Construction	-	-	3,071	-	-	3,071
Debt Service	2,534,703	(14,360,012)	34,736	-	-	(11,790,573)
Special & Reserve	13,855,801	(8,827,559)	(4,664)	-	-	5,023,578
	<u>\$ 27,430,623</u>	<u>\$ (39,080,908)</u>	<u>\$ 45,729</u>	<u>\$ (46,175)</u>	<u>\$ -</u>	<u>(11,650,731)</u>

**Less Non- Cash Activity**

Disc/(Prem) Amortization & Gain/(Loss) on Sale	446
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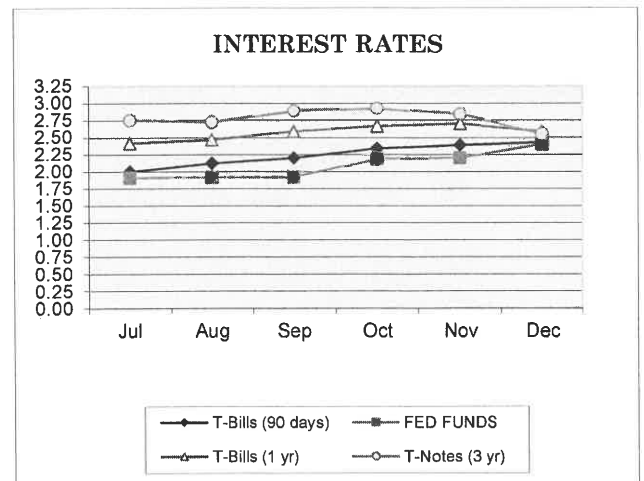
Net Change in Investment --Before Non-Cash Activity	\$ (11,650,285)
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**NOTE A -Investment amounts shown at book carrying value.**

**Northern California Power Agency  
Interest Rate/Yield Analysis  
December 31, 2018**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>2.104%</b>	<b>2.134%</b>
<b>OPERATING FUNDS:</b>	<b>2.033%</b>	<b>2.161%</b>
<b>PROJECTS:</b>		
Geothermal	<b>2.511%</b>	<b>2.686%</b>
Capital Facilities	<b>2.298%</b>	<b>2.310%</b>
Hydroelectric	<b>2.204%</b>	<b>2.246%</b>
Lodi Energy Center	<b>1.644%</b>	<b>1.319%</b>

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	<b>2.40%</b>	<b>1.42%</b>
T-Bills (90da.)	<b>2.43%</b>	<b>1.42%</b>
Agency Disc (90da.)	<b>2.28%</b>	<b>1.38%</b>
T-Bills (1yr.)	<b>2.59%</b>	<b>1.76%</b>
Agency Disc (1yr.)	<b>2.36%</b>	<b>1.75%</b>
T-Notes (3yr.)	<b>2.55%</b>	<b>2.00%</b>



**Northern California Power Agency**  
**Total Portfolio**  
**Investment Maturities Analysis**  
**December 31, 2018**

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	\$ 13,286	\$ 8,971	\$5,407	\$ 1,263	\$ 9,497	\$ 123,533	\$ 2,000	\$ 163,957	58.88%
Corporate Bonds (MTN)	-	-	-	-	-	48,710	-	48,710	17.49%
US Bank Trust Money Market	8,392	-	-	-	-	-	-	8,392	3.01%
Commercial Paper	7,141	-	-	-	-	-	-	7,141	2.57%
Investment Trusts (LAIF)	37,421	-	-	-	-	-	-	37,421	13.44%
Investment Trusts (CAMP)	5,024	-	-	-	-	-	-	5,024	1.81%
U.S.Treasury Market Acct. *	5,594	-	-	-	-	-	-	5,594	2.01%
U.S.Treasury Bill/Note	-	189	319	-	48	146	-	702	0.25%
Certificates of Deposit	10	-	-	-	-	1,500	-	1,510	0.54%
Total Dollars	\$ 76,869	\$9,160	\$5,726	\$1,263	\$9,545	\$173,889	\$2,000	\$ 278,452	100.00%
Total Percents	27.60%	3.29%	2.06%	0.45%	3.43%	62.45%	0.72%	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

12/31/2018

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	1.850	11/26/2014	25,000		1	1.850	25,000	SYS70101	70101	25,000
Local Agency Investm	LAIF	10,573,269	2.157	07/01/2013	10,573,269		1	2.157	10,573,269	SYS70000	70000	10,573,269
California Asset Mgm	CMP	4,400	2.550	10/19/2018	4,400		1	2.550	4,400	SYS70070	70070	4,400
Union Bank of Califo	UBOC	1,657,646	0.002	07/01/2013	1,657,646		1	0.002	1,657,646	SYS70014	70014	1,657,646
US Bank	USB	2,069,837	0.001	06/30/2013	2,069,837		1	0.001	2,069,837	SYS70050	70050	2,069,837
US Bank	USB	7,115,940	0.850	08/24/2017	7,115,940		1	0.850	7,115,940	SYS70056	70056	7,115,940
US Bank	USB	10,000	0.050	10/07/2018	10,000	01/07/2019	6	0.050	10,000	SYS30315	30315	10,000
Federal Home Loan Mt	UBOC	4,000,000	1.750	06/09/2015	4,046,160	05/30/2019	149	1.450	3,987,320	3137EADG1	26231	4,004,806
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	496	2.937	1,000,690	369550BA5	26668	999,154
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	563	1.490	4,900,276	3130ABTV6	26466	4,993,226
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	714	2.848	984,310	931142EA7	26674	982,142
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	738	3.057	493,145	24422ETZ2	26676	483,139
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	749	1.411	2,718,884	3130A8P80	26355	2,784,366
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	789	2.969	986,750	17275RBD3	26667	984,088
Federal Home Loan Mt	UBOC	3,000,000	2.530	03/29/2018	3,000,000	03/29/2021	818	2.530	3,000,030	3134GSGT6	26564	3,000,000
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	821	2.846	490,120	437076BL5	26558	490,934
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	869	2.919	971,800	458140AM0	26670	972,229
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	884	2.858	490,310	717081DX8	26617	489,521
Federal Home Loan Mt	UBOC	1,000,000	2.500	06/28/2018	1,000,000	06/28/2021	908	2.990	1,000,500	3134GSOA6	26628	1,000,000
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	937	1.620	2,547,228	3133EHSR5	26465	2,608,427
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	966	1.500	3,407,145	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	956,220	09/09/2021	982	3.149	961,360	02665WBG5	26699	963,073
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	987	3.018	1,008,080	88579YBA8	26675	999,528
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,121	2.200	198,513	3134GAV92	26403	202,000
Pricer & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	1,132	3.050	984,460	742718DY2	26673	977,783
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	1,157	2.982	975,470	478160CD4	26671	978,079
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	1,186	3.315	494,635	87236VAE8	26601	484,456
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	1,217	2.924	487,070	713448DT2	26557	489,462
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	1,226	2.329	1,096,298	037833CQ1	26525	1,122,259
NStar Electric Co.	UBOC	500,000	2.375	06/12/2018	484,480	10/15/2022	1,383	3.144	482,180	67021CAG2	26616	486,456
Boeing Co.	UBOC	500,000	2.200	06/12/2018	482,180	10/30/2022	1,398	3.074	482,300	097023BN4	26612	484,427
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	1,415	3.157	486,485	02665WCA7	26614	489,979
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,780	12/05/2022	1,434	3.008	484,195	166764AB6	26556	488,114
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,443	3.135	394,980	92826CAC6	26647	395,065
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,471	3.315	971,320	89236TEL5	26645	977,098
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,492	3.464	484,680	828807CNS	26603	486,639
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,506	3.154	487,655	68389XBR5	26556	489,913
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,520	3.068	983,380	30231GAR3	26648	986,757
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,525	3.264	488,860	24422ETG4	26613	491,057
Berkshire Hathway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,534	3.086	490,840	084670BR8	26554	493,485



Northern California Power Agency  
Treasurer's Report  
12/31/2018

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
United Parcel Serv	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,551	3.248	486,440	911312BK1	26600	485,384
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,551	3.308	486,440	911312BK1	26677	484,156
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,578	3.443	501,500	06406RAC2	26602	501,105
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,595	3.236	503,285	427866AZ1	26615	502,774
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,665	3.399	997,950	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/09/2023	1,690	3.172	961,460	594918BQ6	26672	950,375
Federal Farm Credit	UBOC	1,500,000	3.340	11/21/2018	1,500,000	10/04/2023	1,737	3.339	1,506,720	3133EJEC9	26714	1,500,000
Fund Total and Average		\$ 67,043,429	1.899		\$ 66,568,215		658	2.068	\$ 66,321,156			\$ 66,667,548

MPP GHG Auction Acct

Local Agency Investm		34,397	2.157	07/01/2013	34,397		1	2.157	34,397	SYS70045	70045	34,397
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SCPA Balancing Account

Fund Total and Average		\$ 34,397	2.157		\$ 34,397		1	2.157	\$ 34,397			\$ 34,397
Local Agency Investm	LALF	761,135	2.157	07/01/2013	761,135		1	2.157	761,135	SYS70022	70022	761,135
Union Bank of Calif	UBOC	1,084	0.002	07/01/2013	1,084		1	0.002	1,084	SYS70023	70023	1,084
Federal Home Loan Ba	UBOC	500,000	2.450	12/20/2018	493,773	06/21/2019	171	2.515	494,170	313384HD4	26733	494,181
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	619	2.870	753,968	313370US5	26717	750,043
Federal National Mig	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	668	2.672	1,130,462	31350GRM7	26734	1,128,724
Federal Home Loan Mt	UBOC	1,000,000	3.000	12/18/2018	1,000,000	12/18/2020	717	3.000	1,001,030	3134GSF34	26729	1,000,000
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	488,105	05/03/2021	853	3.000	488,015	06406FAB9	26570	489,460
Federal Home Loan Mt	UBOC	1,000,000	3.200	12/13/2018	1,000,000	12/13/2021	1,077	3.200	1,000,700	3134GSF59	26728	1,000,000
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	1,138	2.798	493,940	594918BA1	26574	493,777
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	1,158	3.186	489,450	25468PDC6	26630	489,027
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	1,186	3.100	494,635	87236YAE8	26571	497,722
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,247	2.918	494,755	437078G6	26572	495,308
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,353	3.161	482,900	74460DAB5	26573	486,423
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	1,443	3.096	246,863	92826CAC6	26632	247,276
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	1,444	3.070	492,485	458140AM2	26625	493,202
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,470	3.203	535,442	89233P7F7	26598	538,186
Cisco Systems Inc.	UBOC	500,000	2.800	06/22/2018	487,655	02/28/2023	1,519	3.170	490,085	17275RBE1	26624	489,039
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,520	3.055	491,690	30231GAR3	26599	493,652
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,534	3.185	490,840	084670BR8	26596	491,572
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,551	3.191	486,440	911312BK1	26627	486,453
Nikke Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,581	3.108	483,755	654106AC7	26597	482,894
Federal Home Loan Mt	UBOC	2,500,000	2.750	05/24/2018	2,500,000	05/24/2023	1,604	3.326	2,500,325	3134GSLU7	26604	2,500,000
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	08/01/2023	1,612	3.438	484,520	828807DD6	26631	486,098
Federal Home Loan Mt	UBOC	1,000,000	2.700	06/14/2018	1,000,000	06/14/2023	1,625	3.316	1,000,260	3134GSNE1	26622	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	3.000	07/23/2018	1,999,000	06/14/2023	1,625	3.300	2,000,520	3134GSNK7	26629	1,999,090



Northern California Power Agency  
Treasurer's Report  
12/31/2018

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,626	3.467	2,608,970	3134GSMW8	26653	2,603,599
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,626	3.150	497,965	717081DH3	26626	496,914
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,700	3.039	2,508,125	3134GSLZ6	26654	2,501,165
Federal Home Loan Mt	UBOC	2,000,000	3.000	09/26/2018	1,999,200	09/26/2023	1,729	3.587	2,001,620	3134GSWL5	26678	1,999,242
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,822	3.100	2,007,700	3130AFKR7	26736	2,000,000

Fund Total and Average	\$ 27,562,219	2.754	\$ 27,371,450	1394	3.162	\$ 27,413,749	\$ 27,395,266
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General Operating Reserve

Local Agency Investm	LAIF	15,933,906	2.157	07/01/2013	15,933,906				15,933,906	SYS70000	70002	15,933,906
California Asset Mgm	CMP	5,019,871	2.550	12/14/2018	5,019,871				5,019,871	SYS70071	70071	5,019,871
Union Bank of Califo	UBOC	1,709,268	0.002	07/01/2013	1,709,268				1,709,268	SYS70019	70019	1,709,268
US Bank	USB	0	0.000	07/01/2013	0				0	SYS70051	70051	0
Federal National Mfg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	329	1.430	4,941,895	3135G0ZY2	26246	4,995,903
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	749	1.463	4,190,644	3133EGMP7	26356	4,283,047
Federal Home Loan Ba	UBOC	11,720,000	1.400	07/19/2016	11,714,140	01/19/2021	749	1.411	11,441,767	3130A8PB0	26354	11,717,330
Federal National Mfg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	875	1.625	5,034,757	3136G3NL5	26332	5,162,000
Federal National Mfg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	878	1.500	1,294,783	3136G3W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.890	06/02/2016	10,629,000	06/02/2021	883	1.690	10,411,743	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,121	2.200	458,940	3134GAN92	26402	467,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	1,138	2.972	395,152	594918BA1	26578	393,008
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	1,186	3.335	494,635	87236YAE8	26582	494,171
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	1,226	2.329	3,928,559	037833CQ1	26524	4,021,591
Federal Home Loan Ba	UBOC	3,573,000	2.125	08/28/2017	3,634,560	06/10/2022	1,256	1.760	3,514,440	313379Q69	26467	3,617,854
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	1,293	3.083	500,205	713448CX4	26580	500,260
Viaa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,443	3.145	493,725	92828CAC6	26584	493,687
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,489	3.325	492,130	06406RAE7	26575	492,864
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,506	3.195	487,655	68388XBR5	26579	489,143
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,512	3.225	490,065	74005PBF0	26581	489,995
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,534	3.243	490,840	084670BR8	26576	490,463
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,551	3.245	486,440	911312BK1	26583	485,463
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,737	3.339	1,004,480	3133EJIE39	26715	1,000,000

Fund Total and Average	\$ 74,208,497	1.888	\$ 74,235,247	627	1.879	\$ 73,185,890	\$ 74,185,924
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GRAND TOTALS:	\$ 168,848,542	2.033	\$ 168,309,309	764	2.161	\$ 166,965,192	\$ 168,283,135
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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 12/31/2018

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 #26368	FNMA	Callable quarterly
Investment #26385	FHLMC	Callable quarterly
Investment #26402	FHLMC	Callable quarterly
Investment #26403	FHLMC	Callable quarterly
Investment #26564	FHLMC	Callable until 3/29/19
Investment #26564	FHLMC	Callable quarterly
Investment #26629	USB	Callable on 6/23/2023
Investment #26646	FHLMC	Callable on 6/15/2020
Investment #26653	FHLMC	Callable quarterly
Investment #26678	FFCB	Callable on 10/4/2019
Investment #26714	FFCB	Callable on 10/4/2019
Investment #26715	FHLMC	Callable quarterly
Investment #26728	FHLMC	Callable quarterly starting 6/18/2019
Investment #26729	FHLMC	Callable quarterly
Investment #26736	FHLB	Callable on 12/28/2020





Northern California Power Agency  
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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	236,000	2.050	07/31/2018	233,917	01/02/2019	1	2.086	235,536	313384AB5A	26633	235,987
Federal Home Loan Ba	USBT	236,000	2.125	08/31/2018	233,280	01/02/2019	1	2.170	234,538	313384AB5A	26655	234,986
Federal Home Loan Ba	USBT	236,000	2.220	10/17/2018	234,879	01/02/2019	1	2.261	235,536	313384AB5A	26680	235,985
Federal National Mtg	USBT	234,000	2.220	10/29/2018	233,062	01/02/2019	1	2.259	234,000	313588AB1A	26702	233,986
Fund Total and Average		\$ 941,000	2.154		\$ 935,138		1	2.197	\$ 939,610			\$ 940,944

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	124,000	2.050	07/31/2018	122,906	01/02/2019	1	2.096	123,756	313384AB5A	26634	123,993
Federal Home Loan Ba	USBT	124,000	2.125	08/31/2018	123,092	01/02/2019	1	2.170	123,756	313384AB5A	26656	123,993
Federal Home Loan Ba	USBT	123,000	2.220	10/17/2018	122,416	01/02/2019	1	2.261	122,758	313384AB5A	26681	122,992
Federal National Mtg	USBT	123,000	2.220	10/29/2018	122,507	01/02/2019	1	2.259	123,000	313588AB1A	26703	122,992
Fund Total and Average		\$ 494,000	2.153		\$ 490,921		1	2.197	\$ 493,270			\$ 493,970

Geo 2016A Debt Service

Federal National Mtg	USBT	54,000	2.220	10/29/2018	53,784	01/02/2019	1	2.259	54,000	313588AB1A	26704	53,997
Fund Total and Average		\$ 54,000	2.220		\$ 53,784		1	2.260	\$ 54,000			\$ 53,997

Geothermal Special Reserve

Union Bank of Calito	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SVS70015	70015	0
Federal Home Loan Mt	UBOC	1,500,000	3.000	12/18/2018	1,500,000	12/18/2020	717	3.000	1,501,545	3134GSF34	26730	1,500,000
Fund Total and Average		\$ 1,500,000	3.000		\$ 1,500,000		717	3.000	\$ 1,501,545			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	202,893	2.157	07/01/2013	202,893		1	2.157	202,893	SVS70027	70027	202,893
Union Bank of Calito	UBOC	1,659	0.002	07/01/2013	1,659		1	0.002	1,659	SVS70034	70034	1,659
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	773	3.265	494,370	02665WCD1	26726	493,754
Toyota Motor Credit	UBOC	500,000	2.990	11/30/2018	496,300	04/13/2021	833	3.276	500,075	89236TEUS	26727	496,434
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	878	1.500	1,945,820	3136G33W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	972	3.002	248,983	02007GEC2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	1,073	3.103	731,693	69353REY0	26553	738,546
Federal Home Loan Mt	UBOC	1,000,000	3.150	12/20/2018	1,000,000	12/20/2021	1,084	3.150	1,001,180	3134GSH40	26735	1,000,000
Federal Home Loan Mt	UBOC	941,000	2.200	07/30/2017	941,000	07/26/2022	1,121	2.200	924,758	3134GAV82	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	1,226	2.329	840,482	037833CQ1	26499	860,385
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	1,337	3.154	246,693	946763TL0A	30311	250,000



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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
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	1,338	3.051	247,245	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	1,344	3.152	248,073	2546731M8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,430	3.004	728,408	25468PCW4	26551	732,192
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,467	3.104	734,460	24422ERT8	26550	741,421
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,489	3.229	738,195	06406RAE7	26549	742,141
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,497	3.140	490,420	449321HA6	26548	497,336
Federal Home Loan Mt	UBOC	2,000,000	2.700	06/14/2018	2,000,000	06/14/2023	1,625	3.316	2,000,520	3134GSNE1	26623	2,000,000
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,702	3.203	246,365	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,710	3.301	247,413	17312QS34A	30314	250,000
Federal Home Loan Mt	UBOC	2,000,000	3.000	09/26/2018	1,999,200	09/26/2023	1,729	3.587	2,001,620	3134GSWL5	26679	1,998,242
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,737	3.339	1,004,480	3133EJES9	26716	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	3.500	12/18/2018	1,000,000	12/18/2023	1,812	3.500	1,001,560	3134GSFZ6	26732	1,000,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	2,395	3.455	2,022,520	3133EJUT4	26644	1,999,343

Fund Total and Average	\$ 19,006,753	2.777	\$ 18,935,177	1461	3.004	\$ 18,849,885	\$ 18,946,346
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GEO Debt Service Reserve Acct

U.S. Treasury	USB	56,000	1.823	02/27/2018	55,041	01/31/2019	30	1.872	55,897	912796PP8	26536	55,915
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	149	1.354	904,125	3137EADG1	26228	908,439
U.S. Treasury	USB	40,000	2.273	10/17/2018	39,379	06/20/2019	170	2.333	39,541	912796QM4	26692	39,571
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	274	1.530	2,489,020	3137EADM8	26197	2,509,898

Fund Total and Average	\$ 3,518,000	1.400	\$ 3,499,145	237	1.499	\$ 3,488,583	\$ 3,513,823
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Geo 2012A DSR Account

U.S. Treasury	USB	12,000	2.394	10/17/2018	11,714	10/10/2019	282	2.472	11,764	912796RF8	26693	11,775
Federal National Mig	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	875	1.625	1,479,606	3136G3NL5	26333	1,517,000

Fund Total and Average	\$ 1,529,000	1.631	\$ 1,528,714	870	1.632	\$ 1,491,370	\$ 1,528,775
GRAND TOTALS:	\$ 27,042,763	2.511	\$ 26,942,879	1146	2.666	\$ 26,818,263.	\$ 26,977,855

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2018

Investment #26333	FNMA	Callable quarterly
Investment #26369	FNMA	Callable quarterly
Investment #26404	FHLMC	Callable quarterly
Investment #26644	FCB	Callable anytime starting 7/23/2021
Investment #26679	FHLMC	Callable quarterly
Investment #26716	FCB	Callable on 10/4/2019
Investment #26730	FHLMC	Callable quarterly starting 6/18/2019
Investment #26732	FHLMC	Callable quarterly starting 6/18/2019
Investment #26735	FHLMC	Callable quarterly starting 6/20/2019



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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	479,000	2.335	11/27/2018	476,981	01/31/2019	30	2.377	478,080	313384BG3A	26725	478,068
Federal Home Loan Ba	USBT	480,000	2.290	10/17/2018	476,733	02/01/2019	31	2.337	479,040	313384BH1	26886	479,053
Federal Home Loan Ba	USBT	479,000	2.280	10/29/2018	476,118	02/01/2019	31	2.325	478,042	313384BH1	26708	478,060
Federal Home Loan Mt	USBT	480,000	2.160	08/31/2018	475,565	02/01/2019	31	2.210	479,040	313386BH5A	26661	479,107
Fund Total and Average		\$ 1,918,000	2.266		\$ 1,905,397		31	2.313	\$ 1,914,202			\$ 1,914,288

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	36,000	2.397	10/17/2018	35,142	10/10/2019	282	2.475	35,292	912796RF8	26697	35,324
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	939	1.530	68,095	3136G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,108	2.340	1,437,257	3137EADB2	26845	1,444,355
Fund Total and Average		\$ 1,550,000	2.337		\$ 1,553,572		1081	2.306	\$ 1,541,244			\$ 1,550,679
GRAND TOTALS:		\$ 3,468,000	2.298		\$ 3,458,969		501	2.310	\$ 3,455,446.			\$ 3,464,967

\*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 12/31/2018

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	8,117,966	2.157	07/01/2013	8,117,966		1	2.157	8,117,966	SYS70028	70028	8,117,966
Union Bank of Calif	UBOC	60,325	0.002	07/01/2013	60,325		1	0.002	60,325	SYS70031	70031	60,325
Federal National Mfg	UBOC	2,000,000	1.350	06/30/2016	2,000,000	12/30/2019	363	1.350	1,973,460	3136G3VH5	26340	2,000,000
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	1,110	3.314	490,695	07330NAQ8	26618	490,195
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	1,160	2.946	490,690	30231GAJ1	26621	491,773
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	1,169	3.182	546,552	91159HHCT	26651	546,976
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,353	3.051	482,900	74460DAB5	26546	488,289
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,443	3.051	493,725	92826CAC6	26547	495,398
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,471	3.215	485,680	89236TEL5	26619	490,410
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,506	3.121	487,655	66389XBR5	26545	490,544
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,520	2.971	491,315	097023BWA	26544	496,701
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,551	3.182	486,440	911312BK1	26620	486,630
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,581	2.985	529,947	19416DEC0	26652	530,440
Federal Home Loan Ba	UBOC	1,150,000	3.050	08/08/2018	1,145,113	06/13/2023	1,624	3.144	1,150,529	3130AEEI5	26649	1,145,513
Federal Home Loan Mt	UBOC	1,000,000	3.250	08/08/2018	1,000,000	06/28/2023	1,639	3.249	1,000,730	3134GSNV7	26650	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,752	3.250	1,510,725	3130AEVR5	26701	1,500,000
Fund Total and Average		\$ 18,928,281	2.380		\$ 18,816,456		733	2.521	\$ 18,799,304			\$ 18,831,150

Hydro Initial Facilities

Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	21	1.060	2,435,535	3133EFVQ7	26300	2,437,265
Federal Home Loan Ba	USB	1,683,000	2.380	11/27/2018	1,669,648	03/27/2019	85	2.432	1,673,491	31339ADP1	26718	1,673,542
Fund Total and Average		\$ 4,120,000	1.710		\$ 4,120,149		47	1.619	\$ 4,109,126			\$ 4,110,807

Hydro Debt Service

Federal Home Loan Ba	USBT	1,803,000	2.050	07/31/2018	1,787,086	01/02/2019	1	2.096	1,799,454	313384AB5A	26636	1,802,897
Federal Home Loan Ba	USBT	1,802,000	2.125	08/31/2018	1,788,810	01/02/2019	1	2.170	1,798,455	313384AB5A	26658	1,801,894
Federal Home Loan Ba	USBT	1,796,000	2.220	10/17/2018	1,787,472	01/02/2019	1	2.261	1,792,467	313384AB5A	26683	1,795,889
Federal National Mfg	USBT	1,795,000	2.220	10/29/2018	1,787,805	01/02/2019	1	2.259	1,795,000	313588AB1A	26705	1,794,889
Fund Total and Average		\$ 7,196,000	2.154		\$ 7,161,173		1	2.197	\$ 7,185,376			\$ 7,195,569

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,036,000	2.050	07/31/2018	1,026,856	01/02/2019	1	2.096	1,033,962	313384AB5A	26637	1,035,941
Federal Home Loan Ba	USBT	1,035,000	2.125	08/31/2018	1,027,424	01/02/2019	1	2.170	1,032,964	313384AB5A	26659	1,034,939
Federal Home Loan Ba	USBT	1,032,000	2.220	10/17/2018	1,027,100	01/02/2019	1	2.261	1,029,970	313384AB5A	26684	1,031,936
Federal National Mfg	USBT	1,031,000	2.220	10/29/2018	1,026,867	01/02/2019	1	2.259	1,031,000	313588AB1A	26706	1,030,936





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Hydro 2012 DSRA

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	146,000	2.250	02/27/2018	145,992	02/15/2021	776	2.251	145,207	9128283X6	26539	145,995
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	939	1.530	90,949	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,108	2.380	3,912,367	3137EADB2	25852	3,927,450

Fund Total and Average	\$	4,319,000	2.336		\$	4,317,042	1069	2.340	\$	4,297,944		\$	4,318,290
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GRAND TOTALS:	\$	47,190,281	2.204		\$	47,029,124	502	2.246	\$	46,930,242.		\$	47,090,391
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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 12/31/2018

Investment #26340	FNMA	Callable quarterly
Investment #26359	FNMA	Callable quarterly
Investment #26649	FHLB	Callable on 6/13/2019
Investment #26651	USB	Callable on 2/15/2022
Investment #26701	FHLB	Callable until 10/19/2020
Investment #26731	FHLMC	Callable quarterly starting 6/18/2019



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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		73,264	2.157	07/01/2013	73,264		1	2.157	73,264	SVS70046	70046	73,264

Fund Total and Average	\$	73,264	2.157		\$	73,264	1	2.157		\$	73,264	\$	73,264
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LEC Issue#1 2010A DS Fund

US Bank Trust	USB	4,268,106	0.600	07/01/2013	4,268,106		1	0.600	4,268,106	SVS79003	79003	4,268,106
Fund Total and Average		\$	4,268,106	0.600		\$	4,268,106	1	0.600		\$	4,268,106

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	754,516	0.600	07/01/2013	754,516		1	0.600	754,516	SVS79004	79004	754,516
Fund Total and Average		\$	754,516	0.600		\$	754,516	1	0.600		\$	754,516

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	2,889,323	0.600	07/01/2013	2,889,323		1	0.600	2,889,323	SVS79011	79011	2,889,323
Fund Total and Average		\$	2,889,323	0.600		\$	2,889,323	1	0.600		\$	2,889,323

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	362,561	0.600	07/01/2013	362,561		1	0.600	362,561	SVS79012	79012	362,561
Fund Total and Average		\$	362,561	0.600		\$	362,561	1	0.600		\$	362,561

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	81,147	0.600	07/01/2013	81,147		1	0.600	81,147	SVS79005	79005	81,147
U.S. Treasury	USB	82,000	2.214	10/17/2018	81,041	04/25/2019	114	2.271	81,381	912796C6	26698	81,425
U.S. Treasury	USB	86,000	1.625	02/27/2018	84,641	06/30/2019	180	1.945	84,615	912828WS5	26538	84,867
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	875	1.659	4,268,571	3133EG8Z7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	954	1.699	144,872	3137EAE C9	26454	147,830
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,188,306	06/10/2022	1,286	1.780	4,030,546	313379C89	26463	4,148,147
Fund Total and Average		\$	8,858,147	1.863		\$	8,921,733	1032	1.706		\$	8,904,416

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	36,337	0.600	07/01/2013	36,337		1	0.600	36,337	SVS79006	79006	36,337
U.S. Treasury	USB	38,000	1.823	02/27/2018	37,349	01/31/2019	30	1.872	37,830	912796P P8	26534	37,942



12/31/2018

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
U.S. Treasury	USB	37,000	2.214	10/17/2018	36,567	04/25/2019	114	2.271	36,721	912796QC6	26699	36,740
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	528	1.540	2,170,547	313370E38	26455	2,200,499

Fund Total and Average      \$ 2,256,337      3.267      \$ 2,365,399      505      1.542      \$ 2,281,535      \$ 2,311,518

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	377	0.600	07/01/2013	377		1	0.600	377	SVST0013	79013	377
U.S. Treasury	USB	25,000	1.823	02/27/2018	24,572	01/31/2019	30	1.872	24,954	912796PP8	26535	24,962
U.S. Treasury	USB	23,000	2.214	10/17/2018	22,731	04/25/2019	114	2.271	22,826	912796QC6	26700	22,839
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	181	1.400	1,033,866	3133XU3G6	26456	1,039,989

Fund Total and Average      \$ 1,073,377      4.270      \$ 1,130,388      176      1.429      \$ 1,082,023      \$ 1,088,167

LEC O & M Reserve

Local Agency Investm		1,723,705	2.157	07/01/2013	1,723,705		1	2.157	1,723,705	SVST0047	70047	1,723,705
Union Bank of Calif	UBOC	94,640	0.002	07/18/2013	94,640		1	0.002	94,640	SVST0041	70041	94,640
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	49	1.220	2,930,712	3135G0Z44	26248	2,935,499
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	521	1.550	3,564,101	3130ABJ00	26440	3,614,489
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	546	1.300	2,943,120	3136G3UJ2	26341	3,000,000

Fund Total and Average      \$ 11,366,345      1.644      \$ 11,430,439      323      1.478      \$ 11,256,278      \$ 11,368,333

GRAND TOTALS:      \$ 31,901,976      1.644      \$ 32,195,779      444      1.319      \$ 31,658,738.      \$ 32,020,204

\*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 12/31/2018

Investment #26337      FFCB      Callable anytime






# Commission Staff Report

January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Sale or Disposal of Surplus Property

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Note and file report by all members for the disposal of 3 Dell Servers (hard drives removed and sent to headquarters for destruction), 4 KWh meters, 2 GE Static Breaker Back-up Relays and empty meter boxes, 3 power supplies, 1 AC power supply for CCTV camera, 3 Avigilon Encoders for CCTV system, and 1 MDAR Digital Distance Relay. All items have been deemed to have no value and/or obsolete and have been disposed.

**BACKGROUND:**

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

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

**FISCAL IMPACT:**

This report has no direct fiscal impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments: Declarations of Surplus  
Receipt of disposal



Date: 11/21/18

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	3	U	Dell Servers - hard drives removed	S		0.00	Hydro	Murphys
2.			(hard drives will be sent to HQ to be shredded)					
3.								
4.								
5.								
6.								
7.								
8.								

**JUSTIFICATION FOR SURPLUS/DISPOSAL:**

Servers were replaced by newer equipment needed to support upgraded physical security system.

PREPARED BY: [Signature] 11/21/18  
 APPROVED BY: [Signature] ORG. CODE: 650  
 (ASST. GEN. MANAGER)  
 AUTHORIZATION TO PROCEED: [Signature] DATE: 11/26/18  
 (GENERAL MANAGER)

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

Recommend recycling as eWaste.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

SR 11517



477 Bret Harte Drive  
Murphys, CA 95247

phone (209) 728-1387  
fax (209) 728-1391  
web [www.ncpa.com](http://www.ncpa.com)

## Disposal of Surplus Property

Date: 12.27.18

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

- Dell Servers

At the following place:

Rock Creek Landfill + Recycle

Delivery Acknowledgment:

Delivered By: 

Printed Name: Steven Popish

Date: 12/27/18



Date: 11/14/18

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	4	ea	kWh Meter	A			Hydro	Murphys
2.	2	ea	GE Static Breaker Backup Relays F62BF	A			Hydro	Murphys
3.	2	ea	Empty meter boxes	A			Hydro	Murphys
4.								
5.								
6.								
7.								
8.								

**JUSTIFICATION FOR SURPLUS/DISPOSAL:**

Units have been upgraded and are no longer needed on the project.

PREPARED BY: [Signature] 11/14/18  
 APPROVED BY: [Signature] 11/29/18 ORG. CODE: 650  
 AUTHORIZATION TO PROCEED: [Signature] (ASST. GEN. MANAGER)  
[Signature] (GENERAL MANAGER) DATE: 11/26/18

**RECOMMENDED DISPOSITION:**  
 NEGOTIATED (Private) SALE ☐  
 PUBLIC SALE ☐ SEALED BIDS ☐ AUCTION ☐  
 DISPOSAL: ☐ SCRAP/RECYCLE VALUE ☐ NO VALUE - TRASH/JUNK  
**DISPOSITION JUSTIFICATION:**

Recommend offering to other utilities and disposal if there are no interested parties.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT I

SR 115:19



477 Bret Harte Drive  
Murphys, CA 95247

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

## Disposal of Surplus Property

Date: 12.27.18

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

- kWh Meters (4)
- GE Static Breaker Backup Relays (2)
- Empty meter boxes (2)

At the following place:

*Rock creek landfill + Recycle*

Delivery Acknowledgment:

Delivered By: *Steven Papish*

Printed Name: Steven Papish

Date: 12/27/18



Date: 11/14/18

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	3	ea	Power Supplies	P	ea	0.00	Hydro	Murphys
2.	1	ea	RLH AC Power Supply for CCTV camera	P	ea	0.00	Hydro	Murphys
3.	3	ea	Avigilon Encoders 4-port for CCTV system	E	ea	0.00	Hydro	Murphys
4.	X	X						
5.								
6.								
7.								
8.								

**JUSTIFICATION FOR SURPLUS/DISPOSAL:**

Units have been upgraded. These units are no longer compatible with the upgraded hardware installed.

PREPARED BY: [Signature] 11/14/18 [Signature]  
 APPROVED BY: [Signature] 11/26/18 ORG. CODE: 650  
 AUTHORIZATION TO PROCEED: [Signature] (ASST. GEN. MANAGER)  
[Signature] (GENERAL MANAGER) DATE: 11/26/18

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

These units no longer have value and its recommended they be junked.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

52115119



477 Bret Harte Drive  
Murphys, CA 95247

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

## Disposal of Surplus Property

Date: 12/27/18

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

- Power Supplies
- RLH AC Power Supply
- Avigilon Encoders

At the following place:

Rock Creek Landfill + Recycle

Delivery Acknowledgment:

Delivered By: 

Printed Name: Steven Parish

Date: 12/27/18





Date: 11/14/18

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	ea	MDAR Digital Distance Relay	A			Hydro	Murphys
2.								
3.								
4.								
5.								
6.								
7.								
8.								

**JUSTIFICATION FOR SURPLUS/DISPOSAL:**

Unit has been upgraded and is no longer used on the Hydro project.

PREPARED BY: *[Signature]* 11/14/18

APPROVED BY: *[Signature]* 11/29/18 ORG. CODE: 650  
(ASST. GEN. MANAGER)

AUTHORIZATION TO PROCEED: *[Signature]* DATE: 11/24/18  
(GENERAL MANAGER)

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

Recommend listing for public sale and/or disposal if there are no interested parties.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

SR 115:19



477 Bret Harte Drive  
Murphys, CA 95247

phone (209) 728-1387  
fax (209) 728-1391  
web [www.ncpa.com](http://www.ncpa.com)

## Disposal of Surplus Property

Date: 12-27-18

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

- MDAR Digital Distance Relay

At the following place:

*Rock Creek Landfill + Recycle*

Delivery Acknowledgment:

Delivered By: *[Signature]*

Printed Name: *Steven P. Smith*

Date: *12/27/18*



# Commission Staff Report

Date: January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Schneider Electric USA, Inc. – Five Year Multi-Task General Services Agreement for electrical related services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approval of Resolution 19-01 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Schneider Electric USA, Inc. for electrical related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 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:**

Electrical related 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 \$2,000,000.00 to be used out of the NCPA approved budget. 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 similar agreements in place with 3D Technical Services, Electrical Maintenance Consultants, Hart High Voltage and Eaton Corporation and 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 January 3, 2019, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 7, 2019, and was approved.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Schneider Electric USA, Inc.

**RESOLUTION 19-01**

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

**(reference Staff Report 104:19)**

WHEREAS, electrical related 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, Schneider Electric USA, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Schneider Electric USA, Inc. to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$2,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Schneider Electric USA, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 for electrical related 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 \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
SCHNEIDER ELECTRIC USA, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Schneider Electric USA, Inc., a corporation with its office located at Boston One Campus, 800 Federal Street, Andover, MA 01810 ("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 TWO MILLION** dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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



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

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

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

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

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

**4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$5,000,000 per occurrence/\$5,000,000 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 commercial General Liability. 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. 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.** (Required for all Contractors providing engineering, architectural, design, and similar services requiring special licensing from the State of California.) 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. . Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, if applicable, including 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 amount, or cancellation, of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** Not Applicable.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, including the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the

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

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

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

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope Applicable to Work by Design Professionals.** Contractor shall indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against claims asserted by third parties that arise out of, pertain to or relate injury to persons or tangible personal or real property, to the extent they arise out of or in connection 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.

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, EXCEPT WITH RESPECT TO THIRD PARTY INDEMNIFICATION CLAIMS OR TO THE EXTENT BASED ON CONTRACTOR'S GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME, PROFITS, REVENUE OR DATA) OF ANY KIND RELATED IN ANY MANNER WITH THIS CONTRACT. REGARDLESS OF THE FORM OF ACTION, OR THE THEORY OF RECOVERY EVEN IF CONTRACTOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS AND SUPPLIERS OF ANY TIER WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT,**

**IN TORT (EXCLUDING CONTRACTOR'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT OR THIRD PARTY CLAIMS) OR OTHERWISE, SHALL NOT EXCEED \$5,000,000.**

**5.3     Transfer of Title.** Not Applicable.

**Section 6.     STATUS OF CONTRACTOR.**

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

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Neither Agency nor Contractor may assign this Agreement or any interest therein without the prior written approval of the other Party. 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. Not Applicable
- 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, together with the costs Contractor actually incurs in canceling subcontracts or supply contracts entered into with respect to the terminated Agreement; 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 previously paid for by Agency and 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 and that have been paid for by the Agency, 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:

Schneider Electric USA, Inc.  
Attention: Ed Stadelman  
6611 Preston Avenue, Suite A  
Livermore, CA 94551  
[Edwin.Stadelman@schneider-electric.com](mailto:Edwin.Stadelman@schneider-electric.com) (preferred method)

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

**13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCLPA or SCLPA 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

SCHNEIDER ELECTRIC USA, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**EDWIN STADELMAN,**  
Director West Region – US Service Sales

Attest:

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

Approved as to Form:

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

## EXHIBIT A

### SCOPE OF WORK

Schneider Electric USA, Inc. ("Contractor") shall provide electrical 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. Design and engineering services under this Agreement may be performed by an affiliate entity such that the affiliated entity is duly licensed to perform engineering in the jurisdiction where the services are offered and the affiliated entity is specifically identified on the Purchase Order.

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

#### Engineering Services

- Studies – Arc Flash, Short Circuit and Coordination
- Solutions for OSHA and NFPA 70E Compliance, including Arc Flash Mitigation Solutions
- Power System Design and Upgrades
- Power System Assessment Services
- Power System Analytical Studies

#### New Equipment Services

- Start-Up and Commissioning
- Spare Parts
- Extended Warranty
- Advantage Service Plans – Multi Year Service Plans
- Engineering Analysis
  - » Time-current Coordination Analysis
  - » Short Circuit Analysis
  - » Arc Flash Analysis
- Training Services

#### Maintenance and Testing Services

- Preventive Maintenance and Testing
- Predictive Maintenance Solutions – Design and Installation
  - » Infrared Windows
  - » Wireless Temperature Monitoring System (WTMS)
  - » Optical Arc Flash Mitigation
  - » Partial Discharge Monitoring
- Advantage Service Plans
- Additional Services
  - » Circuit Breaker Testing
  - » D.C. High Potential Testing
  - » Grounding System Testing
  - » Relay and Metering Testing and Calibration
  - » Rotating Equipment
  - » Variable Frequency Drive and Soft-start Work



» UPS and Battery Maintenance

Modernization and Upgrade Solutions

- Switchgear Modernization Solutions
- Motor Control Center Upgrades
- Additional Services

On-demand and Emergency Services

- Rapid response - 24/7
- Temporary Generator Connection
- Emergency Action Plan
- In case of emergency, call: **844-362-6387**

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

## **EXHIBIT B**

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

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

Class or Title	Straight	Overtime	Premium	Hourly –Emergency
In-shop Technician or Senior Technician	\$140	\$210	\$280	2X Applicable Rate
Field Service Representative	\$205	\$305	\$410	2X Applicable Rate
Project Manager, Power System Engineer, Or Application Engineer	\$240	\$360	\$480	2X Applicable Rate
Power Consultant or Principal Engineer	\$270	\$400	\$540	2X Applicable Rate

### Work Classifications

Following are examples of work performed by Class/Title (including, but not limited to):

- *In-shop Technician (or Senior Technician):* C-5 Breaker Reconditioning
- *Field Service Engineer/Representative:* Equipment Startup, Breaker Replacements, Equipment Reconditioning, Testing
- *Project Manager/Power System Engineer/Application Engineer:* System Studies, Arc Flash Analysis, Electrical System Design, Project Management
- *Power Consultant or Principal Engineer:* Large/Complex Project System Design

### Rates

Hourly rates apply to travel time, work time and any stand-by time. Travel time is calculated starting at the departure from the service engineer's location or factory to and from the job.

- All Services' rates are quoted in U.S. dollars.
- Rates are not valid unless accompanied by a formal quotation.
- There is a \$500 minimum charge for all equipment orders.
- The minimum billing for services performed on a single order will be eight (8) hours charged at the applicable rate
- Schneider Electric Services reserves the right to apply cancellation charges for cancelled services, including time and expenses incurred at the applicable rates for the scheduled service. Cancellation charges shall include time and expenses incurred at applicable rates, charges incurred from third parties as a result of such termination, and equipment re-stocking charges equal to Schneider Electric usual and customary restocking charges to its distributors. A \$1,000 minimum charge will apply to any services cancelled within 48 hours of the date service was scheduled to commence.

**Straight Time Rates** – Any 8-hour period between the hours of 06:00 and 18:00 local time, Monday-Friday.

**Overtime Rates** – Work, travel and/or stand-by rates in excess of 8 hours but not exceeding 12 hours outside the normal (straight time) working hours (holidays excluded).

**Premium Rates** – Work, travel, and/or stand-by on Sundays and holidays and all time in excess of 12 hours on other days until there is an 8-hour break in the work schedule.

**Emergency Rates** – Two times (2X) any applicable rate. Applies to all **unscheduled work\*** or work done under unusual circumstances causing Schneider Electric Services to interrupt their existing schedules. (\*Unscheduled work is work not previously scheduled at least three (3) working days prior to the date required for work to commence, unless agreed to in writing.)

- 2X straight time 8-hour period is between 06:00 and 18:00, Monday-Friday
- 2X overtime for work in excess of 8 hours Monday-Friday and Saturday
- 2X premium of Sundays and holidays

## **Expenses**

**Travel** – All travel and living expenses will be invoiced at cost plus 15%, except for airfare which will be subject to a 15% admin charge to a maximum of \$75.00.

**Specialized Tools and Test Equipment** – Small tools not normally required or carried by Schneider Electric Services will be invoiced at cost. Specialized test equipment will be invoiced at current rental rates, when required.

**Material Mark-Up** – Outsourced material will have a mark-up of 25% for scheduled work and 35% for unscheduled work. (\*Unscheduled work is work not previously scheduled at least three (3) working days prior to the date required for work to commence, unless agreed to in writing.)

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

Schneider Electric USA, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

---

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

Date: January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Irani Engineering, Inc. – Five Year Multi-Task Consulting Services Agreement for injection well related consulting services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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



## **RECOMMENDATION:**

Approval of Resolution 19-02 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Irani Engineering, Inc. for injection well related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

## **BACKGROUND:**

Injection well related consulting 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 \$2,000,000 to be used out of the NCPA approved budget. 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 a similar agreement in place with Utility System Efficiencies and 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:**

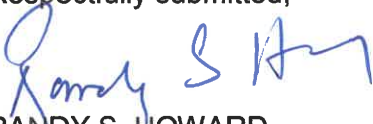
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

## **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on January 3, 2019, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 7, 2019, and was approved.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with Irani Engineering, Inc.

## RESOLUTION 19-02

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH IRANI ENGINEERING, INC.

(reference Staff Report #105:19)

WHEREAS, injection well related consulting 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, Irani Engineering, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with Irani Engineering, Inc. to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities, in an amount not to exceed \$2,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Irani Engineering, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 for injection well related consulting 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 \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND IRANI ENGINEERING, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Irani Engineering, Inc., a California corporation with its office located at 35131 Beach Road, Capistrano Beach, CA 92624 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$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.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and one million dollars (\$1,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

**6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by 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.

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

Irani Engineering, Inc.  
Attention: Saeed Irani  
35131 Beach Road  
Capistrano Beach, CA 92624

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

IRANI ENGINEERING, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**SAEED IRANI,**  
President

Attest:

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

Approved as to Form:

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



**EXHIBIT A**  
**SCOPE OF SERVICES**

Irani Engineering, Inc. ("Consultant") shall provide injection well related consulting 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:

- Injection Well Consulting
- Injection Well Maintenance Supervision
- Injection Well Acidizing/Cleaning Supervision
- Surveys

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### WELLSITE SUPERVISION:

Location Supervisor : Drilling	\$1,600.00 per day
Workover	\$1,500.00 per day

<u>ENGINEERING &amp; CONSULTING- HOURLY RATES:</u>	\$185.00 per hour
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#### WELLSITE COMMUNICATIONS:

Dedicated Cellular Phone & Computer & internet	\$50.00 per day
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#### TRAVEL EXPENSES:

Meals per diem (day rate minimum)	\$50.00 per day
Mileage	\$2.00 per mile
Lodging	\$ at Cost, if required
Other Travel (airfare, rental cars, taxis, incidentals)	\$ at Cost

#### OTHER SERVICES & FEES:

3 <sup>rd</sup> Party Vendor Charges	\$ at Cost plus 15%
Miscellaneous Office (copies, express mail, phone)	\$ at Cost

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

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

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, ARDESHIR (SAEED) IRANI  
(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

Irani Engineering, Inc.  
(Company name)

for contract work at:

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

(Project name and location)

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

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

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

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



# Commission Staff Report

Date: January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** ABB, Inc. – Five Year Multi-Task General Services Agreement for generator inspection, testing, troubleshooting, and winding; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approval of Resolution 19-03 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with ABB, Inc. (formerly GE International) for generator inspection, testing, troubleshooting and winding services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$10,000,000 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:**

In July 2018, ABB completed the acquisition of GE’s Industrial Solutions division which includes the generator rewind personnel and knowledge formerly wielded by GE. ABB has renamed this division Electrification Products Industrial Solutions (EPIS). GE (now ABB-EPIS) offers support to power plant operators through emergency services, maintenance and overhaul programs and other asset monitoring services. ABB-EPIS, has acquired very experienced players in the field. NCPA has personal experience with GE’s (now ABB-EPIS) innovation solutions being used by CTs to provide synchronous generator testing modeling services and at the GEO to install control equipment at the Bear Canyon Pump Station. Most notably, in June 2017 when NCPA’s Hydroelectric facility experienced a stator ground fault in its Collierville Unit 2 Generator, GE helped get the facility back online in record time when even the original equipment manufacturer was unresponsive to requests for assistance. GE mobilized an onsite crew to bypass the problem and was able to get the unit back to production for summer generation - saving thousands by reducing plant down time.

To date, NCPA has been using small General Service Agreements painstakingly negotiated each time services are needed at each individual facility. The emergency repair at Hydro highlighted the need for an agreement that preempts having to negotiate a contract in an emergency situation with much less favorable terms and that extends to all facilities. NCPA has had a successful relationship with GE (now ABB-EPIS) through their reliable service and solutions-oriented teams. Authorization of this Multi-Task General Services Agreement would allow NCPA and its members to continue being able to call on them for emergency and general maintenance services, as needed, to maintain generation assets under the most favorable terms and conditions able to be negotiated.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$10,000,000 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, including approved delegated authority levels, which means that any purchase order exceeding \$250,000 will require approval by the Commission.

## **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 enabling agreements with Andritz Hydro and Siemens for similar services and seeks bids from as many qualified providers

as possible. 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:**

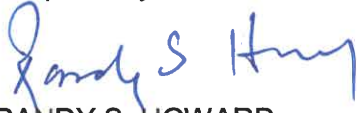
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on September 5, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on September 10, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with ABB, Inc.

RESOLUTION 19-03

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

(reference Staff Report #106:19)

WHEREAS, inspection, testing, troubleshooting, and winding services for generators and electrical equipment is required from time to time at facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members, in order to maintain their generating assets; and

WHEREAS, the expertise for this type of maintenance and emergency services is not regularly required, and is therefore not staffed in-house; and

WHEREAS, ABB Inc. acquired GE Industrial Solutions division in July 2018 and the division is now operating as ABB-EPIS, which has a generator division able to mobilize when needed, and which has appropriate industry knowledge and experience; and

WHEREAS, NCPA has had prior agreements with GE Industrial Solutions (now ABB-EPIS) for support services; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 ABB, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$10,000,000 over five years for generator inspection, testing, troubleshooting, and repair services related to generator operations, 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 \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



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

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 ABB, Inc., a corporation with its office located at 305 Gregson Drive, Cary, NC 27511 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 201\_ ("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. Agency may direct Contractor to remove from carrying out any part of the Work any of Contractor's personnel where the person (1) is incompetent or negligent in the performance of their duties; or (2) is engaged in activities which are contrary or detrimental to the interests of Agency Contractor shall, immediately comply upon receiving written notice from Agency of such direction, and provide a suitable replacement for the person removed.
- 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. If Contractor does not respond in writing within



seven days of the date of the Agency's issuance of the Purchase Order that Contractor will perform the Requested Work on the terms and conditions set forth in the Purchase Order, then Contractor shall be deemed to have declined to perform the Work set forth in the Purchase Order. If Contractor agrees in writing to perform the Requested Work, the Contractor also agrees 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** ten million dollars (\$10,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

**2.2 Payment.** Unless a longer period is provided in Contractor's written quotation, Agency shall make monthly payments, based on invoices received, for Work performed in conformance with this Agreement, 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. For each calendar month, that payment is late for Work performed in conformance with this Agreement, Agency shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

- 2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes (other than sales, use or value-added tax, fees, duties and surcharges {"Agency Taxes"}), based on net income, gross income or gross receipts, and all employment taxes, incurred under this Agreement. For Agency Taxes which are to be paid by the Agency for a Purchase Order, Contractor shall so indicate in writing when responding to a Purchase Order, as well as indicating a good- faith estimate of the not-to-exceed amount of such taxes.
- 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 one million dollars (\$1,000,000.00) per accident.

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

- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial or comprehensive 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 limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial or comprehensive 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. 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 limit of \$1,000,000 per each accident. 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 Intentionally Omitted.**

**4.4 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) an ACORD (or equivalent) Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) "blanket" additional insured policy endorsements to the general, automobile and if used, Umbrella liability insurance policies referenced in Section 4.2, adding the Agency (and if used by Agency members, SCPPA and/or SCPPA members) Agency members, SCPPA and SCPPA members 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 material reduction in scope or amount, cancellation or modification adverse to Agency of the policies referenced in Section 4.

**4.5.3 Intentionally Omitted.**

**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 Intentionally Omitted.**

**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 Contractor's employees 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
- 5.2 Scope.** Contractor agrees to protect, defend, hold harmless and indemnify Agency, Agency members, and each of their officers, Commissioners and employees from and against any third party claim, injury, liability, loss, cost and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which Agency or Agency Members shall become liable arising from Contractor's negligence or willful misconduct, with respect to or in any way connected with the Work performed by Contractor pursuant to this Agreement. For purposes of Contractor's indemnity obligation, no part of the products Contractor supplies under this Agreement or Site is considered third party property.
- 5.3 Transfer of Title/Risk of Loss.** Title to products and risk of loss shall pass to Agency upon delivery DDP.

## **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 and ensure its agents, or subcontractors providing Work under this Agreement secure workers' compensation insurance for their employees. .

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,. Agency may not assign this Agreement or any interest therein without the prior written approval of Contractor. 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 to the same extent as set forth under Section 4..

- 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.**

**8.1.1** Agency may terminate this Agreement for cause if Contractor (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of this Agreement. However, before Agency can terminate this Agreement, Agency shall first give written notice of the alleged material breach and Contractor shall have thirty calendar days in which to cure the alleged breach.

**8.1.2** Contractor may terminate this Agreement for cause if Agency (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of this Agreement, including, but not limited to, failing to make any payment when due for such Work that has been satisfactorily performed and in conformance with the Agreement. However, before Contractor can terminate this Agreement, Contractor shall first give written notice of the alleged material breach and Agency shall have thirty calendar days in which to cure the alleged breach

### **8.2 Payment upon Termination of Agreement.**

**8.2.1** If Agency terminates this Agreement pursuant to Section 8.1, (i) Contractor shall reimburse Agency the difference between that portion of the Agreement price allocable to

the terminated scope and the actual amounts reasonably incurred by Agency to complete that scope, and (ii) Agency shall pay to Contractor the portion of the Agreement price allocable to Work performed in conformance with the Agreement before the effective date of termination. The amount due for Work performed in conformance with the Agreement shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in this Agreement (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in this Agreement, at Contractor's then-current standard time and material rates, subject to the limitation of section 8.2.1 (i) hereof. Agency, however, may condition payment of such compensation upon Contractor first delivering to Agency any or all records or documents (as referenced in Section 9.4.4 hereof).

**8.2.2** If Contractor terminates this Agreement pursuant to Section 8.1, Agency shall pay to Contractor the portion of the Agreement price allocable to Work performed in conformance with the Agreement before the effective date of termination. The amount due for Work performed in conformance with the Agreement shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in this Agreement (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in this Agreement, at Contractor's then-current standard time and material rates, subject to the limitation of section 8.2.1 (i) hereof. Agency, however, may condition payment of such compensation upon Contractor first delivering to Agency any or all records or documents (as referenced in Section 9.4.4 hereof).

**8.2.3** Either Agency or Contractor may terminate a Purchase Order upon twenty (20) days advance written notice if there is an excusable event (as described herein) lasting longer than one hundred and twenty (120) days. In such case, Agency shall make payment to Contractor amounts consistent with the entirety of Section 8.2.1

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

**8.4** **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.

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

**9.1** **Intellectual Property.** Each party shall retain ownership of all Confidential Information and intellectual property it had prior to this Agreement. The Parties expressly agree that this Agreement does not include any developed or customized products. To the extent the Parties become aware of the need to create developed or customized Products or Services, the Parties agree to enter into a separate joint development agreement as an amendment to this Agreement



- 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 one (1) a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under a particular Purchase Order.
- 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 to the Contractor under a particular Purchase Order.
- 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 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.** Barring an emergency situation, the parties anticipate Contractor will not be using Agency equipment. Agency may provide cranes, operated by Agency or other agency contractors.

## **Section 11. WARRANTY.**

- 11.1 Nature of Work.** Contractor warrants that products shall be delivered free from defects in material, workmanship and title and that services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. The warranty for products shall expire one (1) year from first use or thirty-six months from delivery, whichever is longer, except that software is warrantied for ninety (90) days from installation and usability. The warranty for services shall expire one (1) year after completion of the service. 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.** If during the term of the applicable warranty 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 warranty 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 in conformance with this Agreement. If despite Contractor's reasonable efforts, a non-conforming product cannot be repaired or replaced, or non-conforming services cannot be re-performed, Contractor shall refund or credit monies paid by Agency for such non-conforming products and services.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency warranties and extended warranties, assignable from suppliers of equipment and material used in the Work.
- 11.4 Access for Warranty Work.** Agency shall bear the costs of access for Contractor's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Agency's facility), de-installation, decontamination, re-installation and transportation of defective products to Contractor and back to Agency. In the event of a defect or Contractor's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Agency's facility), de-installation, decontamination, re-installation and transportation of defective products to Contractor and back to Agency,,

Agency shall provide clear access to the defective work at the site. For purposes of this section, "access" shall mean an opportunity or ability to enter, approach, or pass to and from defective work. "Access" shall not include any uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform Contractor's warranty obligations to the extent that such uncovering, disassembly or reassembly of parts or hardware was within Contractor's original scope of work. If any uncovering, disassembly or reassembly of parts or hardware is necessary for Contractor to perform its warranty obligations, Contractor shall reimburse Agency for any costs or expenses related to such uncovering, disassembly or reassembly of parts or hardware if such uncovering, disassembly or reassembly of parts or hardware was within Contractor's original scope of work.

- 11.5 Warranty Conditions.** The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of products provided by Contractor in writing, (b) Agency keeping accurate and complete records of operation and maintenance during the warranty period and providing Contractor access to those records, and (c) modification or repair of products or services only as authorized by Contractor in writing. Failure to meet any such conditions renders the warranty null and void. Contractor is not responsible for normal wear and tear.
- 11.6 Exclusive Warranty.** This Article 11 provides the exclusive remedies for all claims based on failure of or defect in products or services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 11 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

**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** **Intentionally omitted.**
- 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.
- 12.11** Contractor has no responsibility or liability for the pre-existing condition of Agency's equipment or the Site. Prior to Contractor starting any work at Site, Agency will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Agency's equipment or the Site that Contractor may encounter while performing under this Agreement.

- 12.12** If Contractor encounters hazardous conditions in Agency's equipment or at the Site that require special handling or disposal, Contractor is not obligated to continue work affected by the hazardous conditions. In such an event, Agency shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Contractor's work under the Agreement may safely proceed, and Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Contractor's cost of, or time required for, performance of any part of the work, as mutually agreed upon by the Parties.. Agency shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated by Agency or its contractors in the course of Contractor's work at the Site. The term Hazardous Materials, as used herein, is any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.").

**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:

ABB, Inc.  
Attention: David Lanni, EPIS  
2018 Powers Ferry Road  
SE Parkwood Point  
Atlanta, GA 30339

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** Subject to applicable state law, and notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement including Section 13.2, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 9 or to seek interim or conservatory measures. .

**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-signatory 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.

**Section 14.      EXCUSABLE EVENTS.**

- 14.1** Contractor shall not be liable or considered in breach of its obligations under this Agreement to the extent that Contractor's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Agency or Agency's contractors or suppliers, to the extent that Contractor could not have reasonably foreseen or anticipated the event as set forth herein..
- 14.2** If Contractor believes such cause or excusable event has occurred, Contractor shall give written notice thereof to Agency, including the triggering event, the length of the anticipated delay, and Contractor's efforts to minimize the delay. The parties will each evaluate and then mutually agree in writing the extent to which Contract's schedule or performance may be adjusted.

**Section 15.      CHANGES.**

- 15.1** Each party may at any time propose changes in the schedule or scope of Work. Contractor is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 15.2** The scope, Purchase Order price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Contractor resulting from a change, after Contractor's proposal date, in Agency's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Contractor's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional Work arising from such changes shall be as set forth in Exhibit B.

**Section 16.      LIMITATIONS OF LIABILITY.**

- 16.1** The total liability of Contractor for all claims of any kind arising from or related to the formation, performance or breach of this Agreement, or any products or services, shall be (i) two times the amount of the Purchase Order for Purchase Orders of \$50,000 or more or (ii) the greater of two times the amount of the Purchase Order or \$50,000 for Purchase Orders under \$50,000.
- 16.2** Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs , any special, consequential, incidental, indirect, or

punitive damages, or claims of Agency's members for any of the foregoing types of damages.

- 16.3** All Contractor liability shall end upon expiration of the applicable warranty period, provided that Agency may continue to enforce a claim for which it has given written notice prior to that date , as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 16.4** Contractor shall not provide advice or assistance that is not required for the work scope under this Agreement.
- 16.5** If Agency is supplying products or services to a third party, or using products or services at a facility owned by a third party, Agency shall require that the third party agree, for the benefit of and enforceable by Contractor, to be bound by all the limitations included in this Article 16, by requiring the third party to execute the Agency's Support Services Program Agreement or similar agreement.
- 16.6** For purposes of this Article 16, the term "Contractor" means Contractor, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 16 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Contractor's liability.

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

NORTHERN CALIFORNIA POWER AGENCY

ABB INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**DAVID LANNI, Electrification Products  
(EPIS) Global Commercial Leader,  
Lifecycle Solutions**

Attest:

---

Assistant Secretary of the Commission

Approved as to Form:

---

Jane Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

ABB Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- Generator Ground Fault Detection
- Generator Inspection
- Generator Testing
- Generator Troubleshooting
- Generator Winding Cleaning
- Other maintenance services, as necessary

## 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:



#### Commercial Rates - Effective: July, 2018

8-Hour Daily Rates U.S. Dollar			
Service Description	Weekday	Saturday	Sunday / Holiday
Field Services			
Field Engineer	\$2,155	\$3,118	\$4,074
Specialized Field Engineer	\$2,619	\$3,815	\$4,998

Service Center			
Service Technician	\$1,691	\$2,442	\$3,146
Service Tech Work Leader	\$1,771	\$2,542	\$3,306
Service Center Specialist	\$2,147	\$3,106	\$4,058

Phone Support	\$1,300/case
Critical Power Emergency Standby Retainer	\$2,200/month

#### Tooling Rates

IR Camera	\$75/day	\$300/week
Vibration Test Set	\$125/day	\$500/week
Online Motor Test Set	\$250/day	\$1,000/week
Offline Motor Test Set	\$250/day	\$1,000/week
Primary Current Injection Set	\$350/day	\$1,400/week
Relay Test Set	\$500/day	\$2,000/week
Power Factor Test Set	\$500/day	\$2,000/week
Vacuum Oil Processor	\$2,500/day	

#### Field Engineer

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and do not include design effort.

#### Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Medium voltage drives
- Legacy drive products, including: DC/AC2000, DC/DV/AC300, Innovation, Siltron & Valutrol
- Legacy control systems including: Series S & Series G
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.

#### Service Center

Service Technician: Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid & LTC)
- Motors, Drives & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

Service Center Work Leader: Provides on-site and in shop, hands on leadership of ABB craftsmen on a per shift basis.

Service Center Specialist: Provides overall coordination and technical leadership on-site and in shop of service craftsmen and Work Leaders.

ABBs' field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plan Power Plant Systems.

For more information contact your local ABB office or call our 24x7 customer service center at 888-434-7378 or 540-387-8617

#### Typical Installations, Services, Repairs, and Products:

- Transformer (Including Mechanical, Electrical, Fluid & LTC)
- Power Delivery Equipment
- Motors, Drives and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

#### Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Field Engineer	\$359.00	\$478.00
Specialized Field Engineer	\$446.00	\$594.00
Service Technician	\$272.00	\$362.00
Service Tech Work Leader	\$287.00	\$382.00
Service Center Specialist	\$357.00	\$476.00

For less than 24-hour response, a 1.35 multiplier is used for daily overtime and double time rates.

Overtime applies to billable weekday hours 9-12. Double Time applies to: Billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.
- Additional travel and living expenses include:

Overnight stay	\$160 per day
Air Travel / Rental Car charges	Cost + 20%
- Notes: Additional T&L charges may apply for high cost of living areas.
- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
- Materials, subcontract labor and equipment required to support ABB will be provided at cost + 35%.
- All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
- All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale (Form ES 104 Rev 4). Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
- Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$100
TWIC Card	\$250
BOISST + HUET	\$1,500

Notes: All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

- All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.
- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.35 multiplier applied to work with less than 24hrs notice is waived.

\*\* The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applies to your location.

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

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

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

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

for contract work at:

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

(Project name and location)

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

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

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

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

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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



**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)

2890414.5



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# Commission Staff Report

Date January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Pullman Heating & Cooling, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following Projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members.

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approval of Resolution 19-04 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Pullman Heating & Cooling, Inc. for heating, ventilation, and air-conditioning ("HVAC") 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:**

Heating, ventilation, air-conditioning ("HVAC") and other necessary 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.

## **FISCAL IMPACT:**

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 agreements with Indoor Environmental Services and ACCO Engineered Systems for similar services and seeks bids from as many qualified providers as possible. 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 January 3, 2019, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 7, 2019, and was approved.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Pullman Heating & Cooling, Inc.

## RESOLUTION 19-04

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH PULLMAN HEATING & COOLING, INC.

(reference Staff Report #107:19)

WHEREAS, heating, ventilation, air-conditioning ("HVAC") and other necessary maintenance services are required from time to time at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members; and

WHEREAS, Pullman Heating & Cooling, Inc., is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Pullman Heating & Cooling, Inc., 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; 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 Pullman Heating & Cooling, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for heating, ventilation, air-conditioning ("HVAC") and other necessary 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 \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
PULLMAN HEATING & COOLING, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Pullman Heating & Cooling, Inc., a corporation with its office located at 20630 Honey Hill Drive, Hidden Valley, CA 95467 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 ("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) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

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

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

Pullman Heating & Cooling, Inc.  
Jacob Pullman  
P.O. Box 484  
Middletown, CA 95461

Any written notice to Agency shall be sent to:

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

With a copy to:

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

**13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page

of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

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

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

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

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

**13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

PULLMAN HEATING & COOLING, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**JACOB PULLMAN, President**

Attest:

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

Approved as to Form:

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

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

Pullman Heating & Cooling, Inc., ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, including, but not limited to the following, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA members:

1. Servicing of heat exchangers, which includes but is not limited to maintaining proper fluid levels, adjusting of fluid flows, and adjusting and replacing of heating strips as needed;
2. Compressor servicing and replacement;
3. Removal of ice on units as needed;
4. Replacing filter and belts; and
5. Servicing Bear Canyon station swamp coolers

All services identified above shall be promptly provided by Contractor to Agency as directed by Agency and in accordance with all Agency specifications.

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

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

## **EXHIBIT B**

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

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

Pullman Heating & Cooling, Inc., Hourly Rates:

Journeyman Level Worker: \$120 per hour

Apprentice: \$ 95 per hour

Helper: \$ 80 per hour

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

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

NOTE: As a public agency, NCPA shall not reimburse 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**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_



# Commission Staff Report

January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Scheduling Coordination Program Agreement Appendix B – Approval of Revised Version 22 of Appendix B

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Robert Caracristi <i>RWC</i>	<b>METHOD OF SELECTION:</b>
	Manager, Information Services and Power Settlements	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	Power Settlements	

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

Staff recommends approval of Resolution No. 19-09 implementing a revised Version 22 of Appendix B to the Scheduling Coordination Program Agreement (SCPA), which details the allocation of California Independent System Operator (CAISO) charges and payments to NCPA Members.

**BACKGROUND:**

A revised Version 22 of Appendix B to the Scheduling Coordination Program Agreement (SCPA) was developed to incorporate changes to six existing settlements charge codes as well as the addition of several new charge codes. These changes are principally related to the CAISO's implementation of its yearlong initiative to increase efficiencies of the Congestion Revenue Rights (CRR) auctions. As background, CRRs are a financial instrument provided by the CAISO as a means for market participants to hedge against the unpredictable variability of congestion costs in the CAISO day ahead market. Under the CAISO's existing structure, CRR entitlements are fully funded, which provides payment to CRR holders based on the full notional value of their respective CRRs. A problem with this design is that in recent years, the CAISO has increasingly paid out more money to CRR holders than it collects through the day ahead market, resulting in CRR revenue insufficiency. This places the financial burden for all CRR shortfalls on load serving entities, including NCPA members, who are financially responsible for the CRR shortfall amounts in proportion to their respective gross measured demand (i.e. loads plus exports). For 2017 alone, CRR shortfalls in excess of \$100 million were allocated to measured demand. With the CAISO's new CRR design reflected in this Version 22 of Appendix B, CRR holders receive payment for their CRR entitlements only to the extent the CAISO collects sufficient revenue through the day ahead market congestion charges and CRR charges.

Version 22 of Appendix B also introduces several new scenarios to the CAISO's existing Capacity Procurement Mechanism (CPM) allocation process, on a post-implementation basis, to account for circumstances where CAISO market participants, such as NCPA, are allocated charges associated with capacity resource deficiency events in response to CAISO procurement of backstop capacity in order to maintain grid reliability. Lastly, Version 22 of Appendix B includes minor edits for improved clarity regarding the use of resources used in the allocation of payments and charges to pool members for CAISO invoice deviation interest amounts.

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

The proposed updates to Appendix B are technical in nature as summarized in the table below. A clean and redline version of both Appendix B are each available for review on the NCPA Connect extranet website ([connect.ncpa.com](http://connect.ncpa.com)).

**Appendix B to the SCPA Change Summary Table**

Appendix B Section	Change Action	Description
<p>Charge Code 6700 for Congestion Revenue Rights (CRR) Daily Settlement</p> <p>Page 106 of redlined version of Appendix B</p>	<p>Modified existing charge code 6700 in Appendix B section to reflect CRR settlement as a daily, scaled settlement amount on a constraint-by-constraint basis.</p> <p>Due to this new CRR settlement method, staff has revised the existing allocation to represent a melded, load-based allocation ratio to Pool Members referred to as 'CRR Shares'.</p> <p>CRR Shares are calculated and updated each month to reflect changes in monthly and quarterly CRR Awards as well as revised Pool loads.</p> <p>This change to charge code 6700 is effective 1/1/2019.</p>	<ul style="list-style-type: none"> <li>CRR Shares represent the CRR Allocation weighted, composite ratio resulting from (1) the percentage of each Pool Member's City Load to the corresponding hourly Peak Pool Load; and, (2) the percentage of each Pool Member's Forecasted City Load to the corresponding Forecasted Peak Pool Load; and where the weights applied to each Pool Member's percentage are the respective proportions of each (1) quarterly CRR Awards from the annual allocation; and (2) monthly CRR Awards from the monthly allocations to the total CRR Awards for the applicable periods.</li> <li>Annual CRR Shares are calculated based on the hourly Peak Load that occurred for each corresponding quarter, two years prior to the CRR Allocation Year (year-2).</li> <li>Monthly CRR Shares are calculated based on the forecast for the applicable Operating Month.</li> </ul>
<p>Charge Code 6701 CRR Monthly True-Up</p> <p>Page 109 of redlined version of Appendix B</p>	<p>Added new charge code 6701 effective 1/1/2019 for monthly re-settlement of CRRs to include any daily surplus revenues not previously netted in the daily CRR settlements charge code 6700.</p>	<p>The CAISO's charge code 6701 settles with CRR Holders at the end of the trading month. It includes any surplus distribution to recover CRR deficits in some days, if any, with funds coming from constraint-specific congestion revenue surpluses, if any, in other days of the same trading month.</p> <p>As described in Appendix B, CC 6701 monthly true-up amounts will be allocated to Pool Members based on the same use of 'CRR Shares' described above in Charge Code 6700.</p>
<p>Charge Code 6706 CRR Balancing Account Monthly True-Up</p>	<p>Added new charge code 6706 effective 1/1/2019, which will allocate any excess surplus</p>	<p>The CAISO will settle any excess surplus from the CRR congestion fund at the end of the month, after CRR</p>

Appendix B Section	Change Action	Description
Page 110 of redlined version of Appendix B	CRR amounts to Pool Members' ESP Measured Demand less any CLAP Demand.	<p>surplus distribution payments have been made to CRR Holders under charge code 6701.</p> <p>This excess surplus is allocated to monthly Measured Demand excluding the valid and balanced portion of Transmission Ownership Rights (TOR) Self Schedules.</p>
<p>Charge Code 6790 CRR Daily Balancing</p> <p>Page 111 of redlined version of Appendix B</p>	<p>Made minor modification to existing charge code 6790 to indicate the resolution of the data is sourced from daily, rather than hourly, estimates.</p> <p>This change is effective 1/1/2019.</p>	Charge Code 6790 is an existing CRR daily balancing account used to allocate any daily deficit or surplus amounts to measured demand (i.e. loads plus exports) less demand served by Transmission Ownership Rights (TOR) or Existing Transmission Contracts (ETC).
<p>Charge Code 4562 CRR Grid Management Charge (GMC) services charge</p> <p>Page 144 of redlined version of Appendix B</p>	<p>Modified existing charge code to utilize same CC 6700 allocation basis to Pool Members.</p> <p>This change is effective 1/1/2019.</p>	Charge Code 4562 is assessed by the CAISO for the CRR services that it provides to participants. Appendix B has been updated to reflect allocation of the GMC CRR services fee to Pool Members based on the same 'CRR Shares' used to settle daily CRR in Charge Code 6700.
<p>Charge Code 7896 Capacity Procurement Mechanism (CPM) Allocation</p> <p>Page 202 of redlined version of Appendix B</p>	<p>Modified existing charge code to add several new scenarios to account for charges assessed by CAISO associated with collective or resource adequacy resource capacity deficiencies.</p> <p>This charge code applies retroactively to operating month January 2018.</p>	<p>Charge code 7896 has been updated to allocate any applicable resource adequacy deficiencies to Pool Members' respective contribution to the deficiency.</p> <p>Charge Code 7896 has also been updated to allocate any collective deficiencies assessed by the CAISO to Pool Members' respective proportion of hourly coincident peak demand.</p> <p>Coincident Peak Demand is the quantity submitted to the CPUC in the annual Resource Adequacy process.</p>

Appendix B Section	Change Action	Description
Charge Code 7989 Invoice Deviation Interest Distribution  Page 126 of redlined version of Appendix B	Made minor refinement to existing charge code 7989 to clarify pool allocation basis.	Refined the description of the Pool Allocation basis to clarify that invoice deviation interest amounts allocated to pool members will be calculated based on each member's respective generation entitlement shares and city measured demand quantities, where applicable.
Charge Code 7999 Invoice Deviation Interest Allocation  Page 128 of redlined version of Appendix B	Made minor refinement to existing charge code 7999 to clarify pool allocation basis.	Refined the description of the Pool Allocation basis to clarify that invoice deviation interest amounts allocated to pool members will be calculated based on each member's respective generation entitlement shares and city measured demand quantities, where applicable.

**FISCAL IMPACT:**

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


**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

The recommendation was reviewed by the Facilities Committee on January 3, 2019. The ten members present at the meeting unanimously recommended Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment: Resolution No. 19-09

## **RESOLUTION 19-09**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY SCHEDULING COORDINATION PROGRAM AGREEMENT – VERSION 22 APPENDIX B REVISION**

**(reference Staff Report #112:19)**

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

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

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

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

WHEREAS, to ensure the accuracy of cost allocations it is necessary to make changes and updates to the estimate and allocation formulas in Appendix B as outlined in the Appendix B Change Summary Table of the Staff Report; and

WHEREAS, on January 3, 2019 the Facilities Committee reviewed the proposed changes to Version 22 of Appendix B to the SCPA and recommended Commission approval; 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 acting by and through the Parties to the NCPA Scheduling Coordination Program Agreement approves revised Version 22 of Appendix B to the SCPA effective January 1, 2019 for changes associated with the CAISO initiative to increase efficiencies to the Congestion Revenue Rights auctions, and effective retroactive January 1, 2018 for changes associated with the CAISO Capacity Procurement Mechanism allocation, as described in Staff Report #112:19, and authorizes NCPA staff under the direction of the NCPA General Manager to implement the provisions thereto.



PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



20

# Commission Staff Report

Date: January 9, 2019

COMMISSION MEETING DATE: January 17, 2019

**SUBJECT:** 2019 Geothermal Plant 1 Units 1 & 2 Overhaul; Applicable to the following project:  
NCPA Geothermal Facility.

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Ken Speer <i>KS</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Geothermal	

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

## **RECOMMENDATION:**

Approval of Resolution 19-05 authorizing the Geothermal Plant #1 Overhaul Project and delegating authority to the General Manager or his designee to award bids, enter into agreements, and issue purchase orders necessary for the project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$4,800,000.

## **BACKGROUND:**

NCPA's Geothermal Facility has a six year overhaul schedule for each of its power plants. Units #1 and #2 of Plant #1 are due for overhauls in the spring of 2019. During the overhaul, NCPA will perform preventative maintenance work on all of the primary pumps, motors, and ancillary equipment which cannot be worked on while the unit is operating. In addition, NCPA will be completing projects to improve performance in the gas removal and ball cleaning systems. NCPA will be hiring a number of contractors to perform the overhauls and projects.

Listed below is a summary of the work to be performed as a part of the Plant #1, Units #1 and #2, overhauls:

1. Overhaul of the main steam turbines of both Units #1 and #2.
2. Inspect the Unit #2 generator (10 year inspection cycle).  
Unit #1 was inspected done in 2013.
3. Overhaul of the electrical breakers.
4. Upgrade of the Siemens T-3000 Control System software
5. Install new transformers in Units #1 and #2
6. Inspection of the unit relays
7. Overhaul of the large pumps and motors
8. Replace the Unit #1 and #2 steam ejectors with lower pressure steam ejectors.
9. Replace Unit #1 and #2 ball cleaning systems with new systems.
10. Clean and repair as necessary equipment in the Stretford gas processing facility.
11. Clean the condenser tubes and cooling tower.
12. Complete all required WECC and NERC testing

## **FISCAL IMPACT:**

The total cost of the overhauls and projects is \$4,800,000. Budgeted and encumbered funds for the overhauls and projects were authorized in the FY 2019 budget and are available in the Generation Services accounts in the following amounts.

<b>Project</b>	<b>Amount</b>
Unit #1 Overhaul	\$1,160,000
Unit #2 Overhaul	\$1,740,000
Plant #1 Steam Ejector Upgrade	\$375,000
Ball Cleaning System Replacement	\$426,250
<b>Total</b>	<b>\$3,701,250</b>

Additional funding in the amount of \$1,098,750 will be funded from the existing FY 2019 budget by reprioritizing lower priority work in the budget to fund this project. Project costs will not exceed \$4,800,000. Cost allocation will be based on project participation percentages.

**SELECTION PROCESS:**

All of the work associated with the overhauls and projects will be solicited and awarded by the General Manager in accordance with NCPA procurement policies and procedures.

**ENVIRONMENTAL ANALYSIS:**

These activities are categorically exempt under Class 1, 2, 3, 4, and 11 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 Sonoma County. No environmental review is necessary.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on January 3, 2019, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution

## RESOLUTION 19-05

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2019 GEOTHERMAL PLANT #1 OVERHAUL PROJECT

(reference Staff Report #108:19)

WHEREAS, the Northern California Power Agency (NCPA) owns, operates, and maintains on behalf of participating members a Geothermal facility consisting of two power plants with containment areas and a steam field (Geothermal Generating Project); and

WHEREAS, the power plants are on a six year overhaul maintenance schedule and Units #1 and #2 of Plant 1 of the Geothermal Generating Project are due for overhauls to perform preventative maintenance; and

WHEREAS, during the Plant #1 Overhaul Project, various contractors will be needed to perform overhaul of the main steam turbine and generator, electrical breakers, large pumps and motors, ball cleaning system, steam ejectors, and to perform inspections, cleaning, testing, and ancillary work at an estimated cost not to exceed \$4,800,000; and

WHEREAS, NCPA has budgeted funds totaling \$3,701,250, in the Generating Services account of the Geothermal Generating Project sufficient to pay for the Plant #1 Overhaul Project; and

WHEREAS, NCPA has sufficient funds in the FY 2019 budget to cover the project costs and will reallocate \$1,098,750 to cover the total project costs of \$4,800,000; and

WHEREAS, these activities are categorically exempt under Class 1, 2, 3, 4, and 11 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 Sonoma County and no environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Geothermal Plant #1 Overhaul Project and delegates authority to the General Manager or his designee to award bids, execute contracts, and approve purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total not to exceed project cost of \$4,800,000.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



# Commission Staff Report

Date January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** Lodi Energy Center 2019 Spring Outage Project

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Ken Speer <i>JS</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Combustion Turbines	

## IMPACTED MEMBERS:

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

*If other, please specify*

Azusa, CDWR

Modesto, PWRPA

## **RECOMMENDATION:**

Approval of Resolution 19-06 authorizing the 2019 LEC Spring Outage Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,276,000.

## **BACKGROUND:**

The Lodi Energy Center has an outage scheduled for April 1-30 for work related to the 2019 Spring Outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2019 Spring Outage.

Listed below is a summary of the work to be performed as a part of the 2019 Spring Outage:

1. Gas Turbine
  - a. Air Filters
  - b. Generator Service Bulletins
  - c. Inlet Paint
  - d. Insulation
2. Steam Turbine
  - a. Condensate Drains
  - b. Heating Blanket Parts
  - c. Condenser Erosion
  - d. Superheater
3. Water Treatment
  - a. General Maintenance
  - b. Water Box
4. Electrical Systems
  - a. GSU Testing
5. HRSG / Steam
  - a. Penetration Seals
  - b. Stack Probe / RATA
  - c. High Energy Pipe Survey
  - d. Hot Spots
6. Balance of Plant
  - a. Injection Well Tubing
  - b. Service Water Pipe
  - c. Smoke Detectors
7. Incidentals
  - a. Crane
  - b. Toilets
  - c. Trailers / Guard
  - d. Forklift / Manlift
  - e. Scaffold
  - f. Confined Space

Two items merit special attention:

The first is the injection well. The well is designed with a double layer of protection to prevent waste water from being released into the drinking water layer of the aquifer. During this year's mechanical integrity testing, a problem was found with the first layer of protection that needs to be corrected.

The second is the stack probe. LEC exhaust gases become extremely stratified. This means that in some areas, emissions readings will be high and other areas will be low. LEC's current stack probe only measures emissions in a single location. The stack testers measure in 16 locations and average. LEC previously received a Notice of Violation for a failed test as a result of this. The solution is to install an Averaging Probe. This probe style has many holes in it to allow for grabbing samples across the stack area.

#### **FISCAL IMPACT:**

<b>2018 Spring Outage</b>	<b>Anticipated Cost</b>
Gas Turbine	\$210,000
Steam Turbine	\$273,000
Water Treatment	\$110,000
Electrical Systems	\$60,000
HRSG / Steam	\$295,000
Balance of Plant	\$250,000
Injection Well	\$500,000
Stack Probe	\$150,000
Incidentals	\$228,000
Contingency	\$200,000
<b>TOTAL</b>	<b>\$2,276,000</b>

<b>Funding Sources</b>	
<b>Source</b>	<b>Amount</b>
Maintenance Reserve	\$849,940
Routine O&M Budget	\$866,000
Transmission Line Reallocation	\$560,060
<b>Total</b>	<b>\$2,276,000</b>

The budgetary funds to complete the 2019 Spring Outage include \$849,940 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$866,000 were anticipated in the Routine O&M budget. Three project items totaling \$560,000 were not anticipated. These include the injection well and stack averaging probe. LEC has additional funds of \$1,644,202 set aside in an account of for the transmission line upgrade project. The transmission line upgrade project is complete. Staff recommends that \$560,060 of these funds be utilized to support the April 2019 outage for these extra items.

#### **SELECTION PROCESS:**

All of the work will be awarded according to approved NCPA procurement policies.



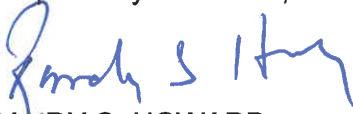
## **ENVIRONMENTAL ANALYSIS:**

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 was reviewed by the Lodi Energy Center Project Participant Committee on December 10, 2018, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution

## RESOLUTION 19-06

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE LODI ENERGY CENTER 2019 SPRING OUTAGE PROJECT

(reference Staff Report #109:19)

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

WHEREAS, the Lodi Energy Center has an outage scheduled for April 1-30, 2019 for work related to the 2019 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 2019 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 2019 LEC Spring Outage Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,276,000.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



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# Commission Staff Report

**DATE:** January 9, 2019

**COMMISSION MEETING DATE:** January 17, 2019

**SUBJECT:** NCPA CT2 Maintenance Work Project including use of Maintenance Reserve to fund work. Applicable to the following project: NCPA CT2 facility.

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Ken Speer <i>KS</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
<b>Division:</b>	Generation Services	
<b>Department:</b>	Combustion Turbines	

<b>IMPACTED MEMBERS:</b>		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input 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 checked="" 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 19-07 authorizing the NCPA CT2 Maintenance Work Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, and approving the use of Maintenance Reserve Funds for this project, for a total not to exceed cost of \$363,000.

## **BACKGROUND:**

CT2 was built with a General Electric LM5000 gas turbine engine. This engine was sold in extremely low volumes and General Electric stopped support for this machine many years ago. Several aftermarket shops continued to support the machine, but as the numbers dwindled, it has become increasingly difficult for shops to continue to support the machine.

Recognizing the limited life of the machine, NCPA responded by reducing budgets to only perform necessary maintenance, forgoing upgrades and enhancements.

During the course of the year during outages and while conducting normal preventive maintenance activities, there are certain large expenditure items that have been discovered. The costs to conduct the needed maintenance for these items exceeds the normal maintenance budget. NCPA has considered the limited life left in the machine when establishing recommendations and each of these items is discussed below with a recommendation for each.

**Gas Compressor:** CT2 is equipped with three gas compressors, each capable of supplying 100% of the need. Gas compressor "B" is currently out of service due to a balance weight problem. The estimated cost to overhaul this compressor is \$30,000. Because there are two other gas compressors to operate CT2, NCPA is recommending that Gas Compressor "B" remain out of service.

**Chiller:** During operations of CT2, the chiller that is used to cool the incoming air into the gas turbine has failed and is in need of an overhaul. The cost to overhaul the chiller is \$50,000. With the loss of the chiller, the unit is derated about 5 MW. The capacity value from this unit is worth about \$48/KW-Yr or \$240,000 per year for the 5 MW derate. Overhauling the chiller has a very fast payback and NCPA recommends this service be performed.

**Expansion Joint:** The expansion joint is a large rubber gasket that joints the main body of the boiler with the exhaust stack. It is normal for these to fail with age and CT2's is no different. The current expansion joint is filled with holes that are slowly growing larger. Some patching has been done for the most severe areas, but patches tend to be short lived. It is important to keep this seal tight for personnel protection to keep all the hot gases flowing out the normal exhaust stack. NCPA recommends this be replaced at a cost of \$150,000.

**Chemical Pumps:** The CT2 chemical pumps are used to inject chemicals into the boiler. These are high pressure pumps to overcome the high operating pressures in the boiler. Boiler chemicals are critical to safe operation of boilers. The normal process for maintenance on chemical pumps is to purchase an overhaul kit and rebuild them onsite. The manufacturer has stopped selling overhaul kits for the pumps that CT2 has installed. The pumps are failing and must be replaced. NCPA recommend replacing the pumps at a cost of \$80,000.

**Penetration Seals:** Just as the expansion joint is failing, the boiler has penetration seals that contain exhaust gases inside the boiler everywhere a pipe penetrates the boiler casing. Many of these have been replaced already, but there are more that are failing. These seals protect employees from hot exhaust gases as well as prevent fugitive emissions for gases that have not yet been process by the catalyst. NCPA recommends these seals be replaced at a cost of \$50,000.

**Boiler cold end deposits:** During normal operation of a boiler with an emissions catalyst fed by ammonia, it is normal for ammonia deposits to develop on the cold end of the boiler. CT2 has heavy buildup. There are currently no operational issues noted as a result of this buildup. NCPA is monitoring for effects such as corrosion, imbalanced flow and emissions control problems as well as heating problems. While no problems exist at the moment, that may change in the future. The cost to perform this cleaning is \$250,000. At this time, NCPA is recommending deferral of this work.

#### **FISCAL IMPACT:**

The total cost of these activities is \$330,000 with a \$33,000 contingency. CT2 has a current maintenance reserve balance of \$513,000, which staff have recommended should be used for these maintenance activities. Purchase orders will be issued following NCPA procurement policies and procedures.

#### **SELECTION PROCESS:**

All of the work will be bid according to NCPA procurement procedures. Bids will be awarded to the responsive, responsible bidder.

#### **ENVIRONMENTAL ANALYSIS:**

These activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County.

#### **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on January 3, 2019, and was recommended for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard". The signature is fluid and cursive, with the first name "Randy" being more prominent.

RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution

## RESOLUTION 19-07

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY FOR RECOMMENDED CT2 MAINTENANCE WORK PROJECT

(reference Staff Report #110:19)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the CT2 facility on behalf of the project participants; and

WHEREAS, during various outages and while conducting normal preventative maintenance work, NCPA staff has identified certain large expenditure maintenance items to be completed on the machine; and

WHEREAS, staff is now recommending a number of these maintenance items to be completed in order to ensure continued operation of the unit; and

WHEREAS, these activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the NCPA CT2 Maintenance Work Project and delegates authority to the General Manager or his designee to award bids, enter into agreements, and to issue purchase orders for the recommended Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, and approving the use of Maintenance Reserve Funds for this project, which shall not exceed \$363,000.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY




# Commission Staff Report

DATE: January 9, 2019

COMMISSION MEETING DATE: January 17, 2019

SUBJECT: CT1 Alameda Turbine Maintenance Project; Applicable to the following projects:  
NCPA CT1 Facility.

AGENDA CATEGORY: Discussion/Action

<b>FROM:</b>	Ken Speer 	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	
Department:	Combustion Turbines	

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



## **RECOMMENDATION:**

Approval of Resolution 19-08 authorizing the CT1 Alameda Turbine Maintenance Project and delegating authority to the General Manager or his designee to award bids, enter into agreements, and issue purchase orders for the Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$1,500,000, and to increase the CT1 FY19 budget, with an estimated return to service date of February 13, 2019.

## **BACKGROUND:**

During normal operations of a combustion turbine, when the unit is shut down, the shaft must slowly rotate to prevent a bow from forming, causing rubs and sticking points. The CT1 projects employ a ratcheting system that rotates the combustion turbine on shutdown. If for some reason the ratchet doesn't operate within 45 minutes of shutdown, the machine must sit idle for 48 hours to cool naturally.

During operations in June of 2018, Lodi CT began having problems with the ratcheting system where it would randomly fail to rotate the combustion turbine on shutdown. When this occurred, the unit had to sit idle for the 48 hour cool down. This problem continued to randomly occur throughout the summer and fall. Plant staff attempted to troubleshoot the problem, but were unable to identify the cause.

In December of 2018, after the second run for the day, the unit failed to rotate on shutdown. However, this time, after the 48 hour cool down, it would not rotate as it had in the past. A special type of borescope inspection was ordered and it revealed rubs on the rotor due to clearance problems between the stationary and rotating parts of the combustion turbine. Ethos had overhauled the unit in May of 2016. NCPA had previously submitted a warranty claim to Ethos due to damage found during a routine inspection.

Ethos was contacted to disassemble the machine to make the necessary repairs under a warranty claim. Upon disassembly, Ethos has accepted responsibility for most of the work under the warranty claim. Discussions with Ethos are ongoing as to whether or not some of the parts need to be replaced. Staff continues to pursue replacement of these parts as a warranty claim.

Upon inspection of the unit for the warranty work, the exhaust flex seal has been found to be failing. This component is completely unrelated to any work that Ethos has performed. In the 33 years of operation of this machine, it has never been disassembled enough to get at this part to replace it. If this machine is reassembled without replacing this component, it will fall out very soon. This is the same problem that Alameda experienced last January. Because the machine has been partially disassembled under warranty, it is less expensive now to replace this component. However, to replace this component, the rotor has to be removed. Also, while the rotor is out, that will provide an opportunity to perform minor repairs to the compressor blades.

Staff is recommending the unit be completely disassembled to replace the flex seal and to complete minor repairs to the compressor section.

**FISCAL IMPACT:**

The cost to perform the necessary work is \$1,500,000. The funds for this are not budgeted and budget supplement will need to be approved to fund this work. It is estimated that the unit will be out of service until February 13, 2019.

**SELECTION PROCESS:**

Ethos was selected to perform the work because they were already on-site performing warranty work.

**ENVIRONMENTAL ANALYSIS:**

These activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on January 3, 2019, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution

## RESOLUTION 19-08

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY FOR RECOMMENDED CT1 ALAMEDA TURBINE MAINTENANCE PROJECT

(reference Staff Report #111:19)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the CT1 Lodi facility on behalf of the project participants; and

WHEREAS, during routine operations and borescope inspections, numerous issues have been identified with various elements and parts of the combustion turbine which will require corrective maintenance; and

WHEREAS, NCPA staff is now recommending maintenance of the identified items to be completed in order to ensure continued operation of the unit; and

WHEREAS, these activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the CT1 Alameda Turbine Maintenance Project and delegates authority to the General Manager or his designee to award bids, enter into agreements, and to issue purchase orders for the Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total not to exceed project cost of \$1,500,000, and to increase the CT1 FY19 budget.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY