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Minutes - DRAFT

Date: May 28, 2020
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Chair Roger Frith called the meeting to order, via teleconference, at 9:33 am (NCPA staff attended at NCPA, 651 Commerce Drive, Roseville, CA). Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

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

Motion: A motion was made by Mark Chandler and seconded by John Allard to approve the Minutes of the April 16, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Port of Oakland, and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- Provided an update on COVID-19 for the Placer County area and gave an overview on the safety efforts being taken at the Agency to ensure a safe return to work for telecommuting employees. Sent a memo to staff noticing the return to work date of June 1st for part-time and full-time telecommuting employees.
- The Lodi Energy Center (LEC) has had several vendors in and out of the facility over the last few weeks working on restart testing of the facility. LEC staff have been working 7 days a week to ensure the plant is running by July. Overall, all Agency plants are doing well.
- The Executive Committee met and agreed to cancel the Murphys dinner event in July due to COVID-19 restrictions.

- Met with the Executive Committee and Utility Directors and both regarding the Annual Conference. Both groups agreed to continue moving forward with plans to hold the Annual Conference in late-September, but with a much smaller audience. Staff will monitor any increases in COVID-19 cases in Placer County and will work with the Resort at Squaw Creek to ensure physical distancing can be met during the Conference. The Conference program will focus on a more in-depth discussion of the Agency's Strategic Plan and will have virtual speakers when possible.
- Nevada Irrigation District Power Management services went online May 1 with no issues.
- Provided an overview of the May 25 Hometown Connections, Inc., (HCI) Board of Director's meeting.

4. Executive Committee

Committee Chair Frith reported the Committee met once, via Zoom meeting, since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and discussed and created the NCPA Nominating Committee participants. The Nominating Committee will meet prior to the next Executive Committee and report the nominations of FY 20-21 Officers at the June 25 Committee meeting.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met twice since the last Commission meeting. The Committee met and discussed Consent items 12, 13, 15, 16, and 17 on today's agenda. A quorum of the Committee was established at both meetings. The Committee did recommend Commission approval of all items.

6. Finance Committee

Finance Committee Chair Greg Scharff reported that the Committee met once since the last Commission meeting. The Finance Committee received a report from PFM on the current condition of the financial markets, provided an overview of the CARES Act and discussed recent Federal Reserve activity to ease the market turmoil with various programs including the Municipal Liquidity Facility that is available to certain counties and cities.

Due to the impacts of COVID-19 on interest rates and uncertainty of the economic impacts, the Finance Committee directed staff to postpone entering into a forward starting swap regarding the refunding of the 2012 hydroelectric bonds. Since the bonds are not callable until 2022, staff will continue to monitor this refunding opportunity and provide updates at future meetings.

The next Committee meeting is scheduled for August 11, 2020, at 10:30 am.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee discussed issues related to COVID-19, the presidential proclamations, state executive orders and other related actions. The Committee also met in Closed Session. No reportable action was taken on those items. The next meeting is scheduled on June 4, 2020.

8. Legislative & Regulatory Affairs Committee

Committee Chair Mark Chandler reported that the Legislative & Regulatory Affairs (L&R) Committee did not meet since the last Commission Meeting. The Committee and members participated in the Agency's ongoing L&R Committee Speakers' Series where members meet, via Zoom, with key policymakers. The next series of speakers includes FERC Chairman Neil Chatterjee on June 3, Congressman Ro Khanna on June 10, and State Senator Jerry Hill on June 16.

The next regular scheduled L&R Committee meeting is on August 26.

9. Members' Announcements & Meeting Reporting

No member announcements or reports.

CONSENT CALENDAR

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

Motion: A motion was made by Teresa O'Neill and seconded by Jenelle Osborne to approve the Consent Calendar consisting of Items 10-16. 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, Port of Oakland, and Truckee Donner were absent.

10. NCPA's Financials for the Month Ended April 30, 2020 – approval by all members.

11. Treasurer's Report for the Month Ended April 30, 2020 – accept by all members.

12. Resolution 20-40, Securitas Security Services USA, Inc. – Five Year Multi-Task General Services Agreement for Security Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Securitas Security Services USA, Inc., for security related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

13. Resolution 20-41, Energy Project Solutions, LLC – Five Year Multi-Task General Services Agreement for CT1 Alameda Pipeline Operation and General Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Energy Project Solutions, LLC for CT1 Alameda pipeline operations and general 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, NCPA Members, by SCPPA, or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five

years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Redding abstained.

- 14. Resolution 20-42, Sulzer Turbo Services Houston, Inc. – Second Amendment to the Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members granting authority to the General Manager to execute the Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc., to extend the term of the Agreement by three months, to August 12, 2020, in accordance with NCPA Purchasing Policies and Procedures and consistent with Local Emergency concerning the COVID-19 Virus Proclamation Resolution 20-30.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

- 15. Resolution 20-44, 2020 Steam Field Operation and Generation Forecast** – adopt resolution by all members approving the 2020 Steam Field Operations and Forecast Report, dated April 2020, as the Geothermal Operating Protocol, effective July 1, 2020. This Operating Protocol is to remain in effect until replaced by the Commission.

Fiscal Impact: The FY2020-21 approved Geothermal budget covers the proposed action.

Redding abstained.

- 16. Resolution 20-45, Admission of the Port of Oakland as a new Amended and Restated Market Purchase Program Agreement Participant** – adopt resolution by all members authorizing the Port of Oakland to become a Participant as defined under the Amended and Restated Market Purchase Program Agreement (MPP Agreement), upon Port of Oakland's execution of the MPP Agreement.

Fiscal Impact: NCPA's administrative costs for development and administration of the MPP Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

DISCUSSION / ACTION ITEMS

- 17. Resolution 20-43, NCPA Wildfire Mitigation Plan Assessment Report and Revisions; Applicable to the following projects: All NCPA Facilities** – adopt resolution by all members approving the NCPA 2020 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators' recommendations.

Fiscal Impact: Any expenses associated with the preventative maintenance procedures and practices included in the plan are already covered in previously approved Plant budgets. The plan also includes investigation of potential risk reduction measures that, if implemented, may require additional budget dollars. Those amounts are not known or established at this time

Assistant General Manager Joel Ledesma provided an overview and presentation on the NCPA Wildfire Mitigation Plan. The Commission discussed the plan and asked for more details surrounding the independent evaluator's review and assessment process.

Motion: A motion was made by Mark Chandler and seconded by Teresa O'Neill to adopt resolution approving the NCPA 2020 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators' recommendations. Motion carried on a roll call vote of those members present. *San Francisco BART, Gridley, Port of Oakland, and Truckee Donner were absent.*

Non-essential Members and NCPA staff left the call/meeting for Closed Session discussion. The Commissioners and essential staff called into Closed Session using a separate call-in line.

CLOSED SESSION

18. 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.

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

20. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Government Code section 54956.9(d) (2) – One (1) case.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the call/meeting using the original call-in number.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The May 28, 2020, Commission meeting was adjourned at 10:57 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Attachments

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

**Northern California Power Agency
Commission Meeting / Teleconference
May 28, 2020
COMMISSIONER
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	Jerry Serventi
2 - BIGGS	Chair Roger Frith
3 - GRIDLEY	
4 - HEALDSBURG	David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	Mike Brozo
10 - REDDING	Kirsten Schreder
11 - ROSEVILLE	John Allard
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Teresa O'Neill
14 - SHASTA LAKE	James Takehara
15 - TRUCKEE DONNER	
16 - UKIAH	Mel Grandi

**Northern California Power Agency
Commission Meeting / Teleconference
May 28, 2020
Attendance List**

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

NAME	AFFILIATION
Nico Proc0s	Alameda
Jeff Berkheimer	Lodi
George Morrow	Lompoc
Michelle Bertolino	Roseville
Todd White	Roseville
Paul Roccucci	Roseville
Basil Wong	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Cary Padgett	NCPA
Tony Zimmer	NCPA

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: 5/28/20

Consent Items Listed on the Agenda: # 10 to # 16

Consent Items Removed from the Agenda and Approved Separately:

0

ROLL-CALL VOTE BY MEMBERS:

SVPL Lompoc

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
San Francisco BART		Y	X
Biggs		Y	
Gridley		Y	X
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	X
Redding	13, 15	Y	
Roseville		Y	
Santa Clara		Y	
Shasta Lake		Y	
Truckee Donner		Y	X
Ukiah		Y	X
Plumas-Sierra		Y	

ATTEST:


 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic:

Minutes

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>X</u>	<u> </u>	<u> </u>
BART	<u> </u>	<u> </u>	<u>X</u>
Biggs	<u>X</u>	<u> </u>	<u> </u>
Gridley	<u> </u>	<u> </u>	<u>X</u>
Healdsburg	<u>X</u>	<u> </u>	<u> </u>
Lodi	<u>X</u>	<u> </u>	<u> </u>
Lompoc	<u>X</u>	<u> </u>	<u> </u>
Palo Alto	<u>X</u>	<u> </u>	<u> </u>
Plumas-Sierra	<u>X</u>	<u> </u>	<u> </u>
Port of Oakland	<u> </u>	<u> </u>	<u>X</u>
Redding	<u>X</u>	<u> </u>	<u> </u>
Roseville	<u>X</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>X</u>	<u> </u>	<u> </u>

Passed and adopted this 28th day of May 2020, 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:

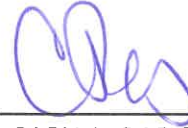
Resolution 20-43

	<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> </u>	<u>X</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>Y</u>	<u> </u>	<u> </u>

Passed and adopted this 28th day of May 2020, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST:



CARY A. PADGETT
Assistant Secretary

SUPPORT SERVICES PROGRAM STATUS REPORT

June 17, 2020

Member Name	Designated Representatives	Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley			
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$15,000; City Manager & City Attorney NTE \$20,000	\$ 20,000	09/07/16
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney	\$ 125,000	04/19/16
Roseville	Electric Utility Director & City Attorney	\$ 50,000	10/05/15
Santa Clara	City Manager & City Attorney	\$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	\$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE \$15,000; General Manager, General Counsel & Board President NTE \$250,000	\$ 250,000	11/02/16
Ukiah			

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0175	City of Roseville	6/15/20	\$ 47,500.00	Energy & Resource Solutions; energy efficiency and electrification services in FY21.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0174	City of Roseville	6/4/20	\$ 25,027.60	Gannett Fleming, Inc.; structural engineering services for the design of two pad foundations and two pier foundations for Fiddymont substation transformer addition project.
0173	City of Roseville	6/3/20	\$ 20,198.50	Gannett Fleming, Inc.; civil engineering design services for Industrial Substation Bay 2 switchgear foundation.
0172	City of Lompoc	5/11/20	\$ 25,590.00	Navigant Consulting/Guidehouse; independent review of Wildfire Mitigation Plan.
0168	City of Santa Clara	5/4/20	\$ 24,118.72	Performance Mechanical, Inc.; maintenance to address Quench Tee Leak at DVR facility.
0167	City of Santa Clara	6/4/20	\$111,015.00	Unique Scaffold; for scaffolding services at DVR facility for outages in 2020 as requested.
0165	Alameda Municipal Power	4/10/20	\$ 50,878.00	Cadmus Group LLC; EM&V study for two programs: Residential Online Rebate Portal and the Self-Install Commercial Rebate Program.
0163	City of Shasta Lake	4/6/20	\$ 22,750.00	Siemens Industry, Inc.; Independent review and assessment services for City of Shasta Lake's Wildfire Mitigation Plan.
0162	City of Redding	4/13/20	\$ 8,569.60	Hometown Connections; to provide Leadership Development Workshop.
0160	City of Santa Clara	5/4/20	\$ 51,615.00	HRST, Inc.; for preparation of feasibility study to address failures which have occurred on two Allison 501 combustion turbines in the finned portion of the boiler plates.
0159	Alameda Municipal Power	3/18/20	\$ 23,670.00	Navigant Consulting, Inc.; Independent review and assessment services for AMP's Wildfire Mitigation Plan.
0154	Port of Oakland	1/31/20	\$ 25,945.00	Navigant Consulting, Inc.; Independent evaluation services for Wildfire Mitigation Plan.
0153	City of Santa Clara	4/3/2020	\$ 34,510.00	Aspen Environmental; consulting services rate analysis as requested by SVP.
0152	City of Santa Clara	1/22/20	\$ 96,510.00	Aspen Environmental; consulting services re meter data analysis and related work as requested by SVP

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0151	City of Healdsburg	2/1/20	\$ 50,000.00	IEC Corporation; services related to the development of a power purchase agreement and review/consulting on the proposed design and materials for a floating solar project.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
0146	City of Palo Alto	5/26/20	\$ 3,770.00	Lakeshore Global; perform Member compliance audit, Green-e Process Audit verification protocol in effect for RY19 and issue report.
0145	City of Palo Alto	5/26/20	\$ 2,740.00	Lakeshore Global; perform Member compliance audit, SVP Standard 2018 and SVP Residential 2018, for CEC's Amended Power Source Disclosure Program Regulations.
0139	City of Santa Clara	2/19/20	\$ 3,944.90	Nor-Cal Battery Company; Maintenance of plant battery chargers at DVR facility.
0137	City of Healdsburg	10/24/19	\$ 35,350.00	Navigant Consulting Inc.; Independent assessment of Healdsburg's Wildfire Mitigation Plan.
0136	City of Healdsburg	10/1/19	\$ 15,000.00	NCPA; provide graphic design services on an as-needed basis.
0133	City of Santa Clara	12/23/19	\$ 47,195.00	Fossil Energy Research Corp; review NOx monitor system and data to assist with values and recommendations for correction; AIG tuning as requested.
0117	City of Lodi	8/22/19	\$236,740.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0114	City of Santa Clara	7/1/19	\$ 65,180.00	Cadmus Group, LLC; provide consulting services to conduct evaluation for SVP's Small Business Exterior Lighting Program.
0112	Port of Oakland	4/26/19	\$ 29,785.00	Black & Veatch; preparation of an Interconnection Impact Study (grid impact study) for a 1-5 MW distributed solar system.

0110	City of Santa Clara	6/20/19	\$48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.
0100	City of Roseville	3/13/19	\$47,660.00	Cadmus Group LLC; provide EM&V services for REU's home energy reports and submit report containing project research objectives, data collection, analysis, methods, findings, conclusions, and recommendations.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

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



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: June 25, 2020
To: NCPA Commission
Subject: June 3, 2020 Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: June 8, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: June 3, 2020 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Brian Schinstock (Roseville) at 10:05 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Terry Crowley (Healdsburg), Jiayo Chiang (Lodi), Tikan Singh (Lompoc), Shiva Swaminathan (Palo Alto), Nicholas Rossow (Redding), and Basil Wong and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Plumas-Sierra, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of minutes from the April 30, 2020 Special Facilities Committee meeting and the May 6, 2020 Facilities Committee meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending approval of the April 30, 2020 Special Facilities Committee Meeting minutes, and the May 6, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities – Univar USA, Inc. First Amendment to MTEMS** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies, changing the vendor name to Univar Solutions, Inc., with no change to the not to exceed amount or contract term, for continued use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

On June 21, 2018, NCPA entered into a Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies, for purchase of chemicals with Univar USA, Inc. On August 22, 2019, Univar USA, Inc. notified NCPA of their intention to change their name to Univar Solutions, Inc. This amendment does not change any of the other terms or conditions of the agreement. This is an enabling agreement with no commitment of funds. NCPA currently has similar agreements in place with The Dow Chemical Company, CellMark USA, Inc, SUEZ WTS USA, Inc., and Brenntag Pacific, Inc. and seeks bids from multiple qualified providers whenever services are needed. A draft Commission Staff Report, and draft first amendment to the agreement, with the original agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Steve Hance recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, to change the vendor name in the Agreement to Univar Solutions, Inc., for continued use at all facilities owned and/or operated by Northern California Power Agency (NCPA). A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 4. All Generation Services Facilities and NCPA Members – Bell Burnett & Edwards MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Bell Burnett & Edwards for financial analysis, planning advisory, generation and transmission project planning, energy efficiency and demand reduction program design, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA and NCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with principals including Mike Bell, Alex Burnett, and Marcie Edwards. Bell, Burnett and Edwards is a corporation formed to assist with a broad range of consulting related services including but not limited to capital planning, rate forecasting, strategic analysis, resource adequacy planning, project development, implementation, reporting and management, and energy efficiency evaluation and program design. This is an enabling agreement with no commitment of funds. Other agreements in place for similar services include Black and Veatch, Burns and McDonnell, and Worley Parsons Group. A draft Commission Staff Report, and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Steve Hance recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Bell, Burnett and Edwards for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design, 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 and NCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 5. Palo Alto Admission to MPP** – Pursuant to Section 11.1 of the Amended and Restated Market Purchase Program Agreement (MPP), staff was seeking a recommendation for Commission approval of admission of Palo Alto as a new MPP Participant.

Per the MPP Agreement, NCPA can act on behalf of Participants to transact Approved Products. Under Section 11.1, a Member may execute the MPP Agreement and become a Participant provided that such joinder is approved by the NCPA Commission. Palo Alto has expressed interest in becoming a Participant under the MPP Agreement. Upon joining the MPP Agreement, Palo Alto will participate in the program pursuant to the terms and conditions of the MPP Agreement. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Tikan Singh recommending Commission approval of Palo Alto becoming a Participant under the Amended and Restated Market Purchase Program Agreement (MPP Agreement) upon Palo Alto's execution of the MPP Agreement. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

6. **Amendment 5 to the O&M Funding Agreement** – Staff presented background information and was seeking a recommendation for Commission approval of Amendment 5 to the Agreement for the Funding and Operations and Maintenance for Central Valley Project Power Facilities (O&M Funding Agreement).

Through this agreement CVP customers provide funds for specific operations, maintenance, and capital projects related to CVP facilities. This ensures CVP facilities are maintained to enhance reliability of resources deliveries. All funds paid are returned as credits on power bills. NCPA's authority to act on behalf of Pool Members is provided through the Assignment Administration Agreement (AAA). The amendment requires an affirmative vote of all assigning Members.

Section 10 of the O&M Funding Agreement defines the rules and responsibilities of the Governance Board, including the composition of the Governance Board Members. Amendment 5 will provide clarity on how to fill vacancies on the Governance Board. Through this new procedure if a vacancy occurs in a customer group, the customer group will have 45 days to elect a new Governance Board Member. If a customer group fails to elect a new member, the Governance Board may fill the vacancy by appointing a customer that is not already on the Governance Board. The Governance Board will attempt to appoint a similar customer, but if no customer elects to participate, the Governance Board may appoint a customer from any group. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Basil Wong and seconded by Tikan Singh recommending the Commission adopt a resolution approving Amendment 5 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Amendment 5 to Contact 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Amendment 5 of Contract 96-SNR-00110 approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

7. **New Business Opportunities** – Staff gave an update regarding new business opportunities.

Sonoma Clean Power Authority (SCPA) is currently reviewing NCPA's Power Management draft Services Agreement. The security account requirement proposal will reduce the

amount of days for cure to ten calendar days. The security account deposit will equal the lesser of the highest three months of EAL, or \$1,000,000. Pending SCPA's feedback, staff will review the details with Members. The Facilities Committee will be updated as needed.

NCPA provided an updated Term Sheet to South Feather Water and Power Authority (SFWPA) on May 27, 2020. Staff also provided a draft Purchase Power Agreement (PPA) to SFWPA at the same time. Next steps include development of Second and Third Phase Agreements, pending SFWPA's feedback. Staff will update the Facilities Committee as needed. The NCPA Legal Committee will review the PPA on June 4, 2020.

- 8. Resource Adequacy Commitments Impact on Operations** – Staff reviewed and discussed impacts that Resource Adequacy (RA) commitments have on joint project operations.

Many Members are either claiming or selling RA capacity sourced from NCPA Projects. RA commitments result in certain obligations that impact scheduling and operations of NCPA Projects, which creates exposure to RAIM penalties. Planned outage requests are subject to CAISO review. Lack of substitute or replacement RA may result in a planned outage being rejected by the CAISO. Planned outage replacement can be supplied from system or local RA. Forced outage replacement can only be supplied from like sources (resources located at the same electrical bus). The CAISO has expressed concerns with outages being reclassified, raising potential concerns of changing planned outages to forced outages.

Next steps include possible amendments or updates to NCPA Project operating procedures documented in the Facilities Agreement to address conflicts attributed to RA commitments. Possible amendment options to think about include: 1) Individual versus joint cost responsibility; 2) Limits or prohibitions for RA commitments; 3) No recourse; and 4) Allowing NCPA authority to unilaterally procure replacement RA. Please contact staff with any questions, and possible ideas or thoughts.

- 9. Combined Integrated Resource Plan 2020 Annual Update** – Staff provided notice to the Facilities Committee that the 2020 Combined Integrated Resource (IRP) Plan Annual Update has been filed with Western, on behalf of the NCPA Pool Members. The report has been published to NCPA Connect.

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

Geo – There were no health or safety incidents to report for the month of May. Wildlife sightings included one brown bear, one mountain lion, and several rattle snakes. Average generation for May was 88.8 MW, which is up from 72.2 MW in April. FY 2020 YTD generation total is 590.6 GWh, 12% below forecast. Vegetation management continues with CalFire on sight daily. The J-5 well was not flowing prior to May 2020, but is now up and running. Staff plan to re-establish ten underperforming wells and convert into MWh. The Spring outage has been completed. The total duration of the outage was March 24, 2020 through May 12, 2020. The scope of work during the outage included turbine rotor and diaphragm repairs, turbine lube oil pump repair, steam ejector replacement, Siemens T3K upgrade, and Stretford repairs.

CTs – May was an active month for CT1 with 12 starts, including seven in real time. Neither CT had any forecasted starts. The YTD starts for CT1 is 225, with CT2 at 36. There was one forced outage due to the Turner Road bleed valves causing long shutdowns. The CT1 Alameda Unit 2 outage is still ongoing with replacement parts on the way. The STIG outage will continue into June due to the transformer.

Hydro – Lake Alpine is completely full, and has been spilling the last few weeks. It is beginning to slow down now with the snow melt almost over. New Spicer Meadow (NSM) is not full, and will not be spilling this year. It's approximately 77% of capacity, at 40% less discretionary generation than Summer and Fall 2019. The 230kV vegetation management has been completed. Repairs have been completed for the NSM 12" fixed cone valve. Preparation is underway for the recreation season. Campgrounds will be closed through at least June 15. Seasonal public safety buoys have been installed and hazardous trees are being cleaned up. The first fire of the season was May 29, 2020 near Collierville. It was relatively small, so Collierville did not need to be de-energized.

11. Planning and Operations Update

- NCPA Renewables RFP – A summary of proposals received to date was presented to the Utility Directors on May 14, 2020 and staff on May 26, 2020. A survey of interest was also sent out to Members for feedback. Projects will be evaluated after feedback is received.
- PG&E STAR Process – Initial data has been published by PG&E. Staff is currently reviewing the data and developing next steps. Resource commitments will be discussed with the Utility Directors. All non-CAISO projects have been presented to the stakeholders for review. CPUC may step in as TANC is stepping down.
- COVID-19 Update – Dual operations of NCPA dispatch and scheduling functions will continue. Ongoing evaluations of Covid19 impacts for short term and long term load forecasts will also continue.

12. Schedule next meeting date – The next regular Facilities Committee meeting is scheduled for July 1, 2020.

ADJOURNMENT

The meeting was adjourned at 12:31 pm by the Committee Chair.

**Northern California Power Agency
June 3, 2020 Facilities Committee Meeting
Attendance List**

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

[illegible]

Teleconference call only due to Covid19.

Northern California Power Agency June 3, 2020 Facilities Committee Meeting Attendance List

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

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




Commission Staff Report

June 16, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: May 31, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the June 25, 2020 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited May 31, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of May 2020

Operations:

Geothermal	\$ 1,936,757
Hydroelectric	3,438,390
CT#1 Combustion Turbines	305,472
CT#2 STIG	149,921
Lodi Energy Center	39,539,161
NCPA Operating	<u>25,994,766</u>
Total	<u>\$ 71,364,467</u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MAY 31, 2020**

PERCENT OF YEAR ELAPSED 92%
--

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,426,826	\$ 17,429,809	\$ 20,767,239	84%	
Debt Service (Net)	2,775,572	30,531,290	33,306,862	92%	
Annual Budget Cost	4,202,398	47,961,099	54,074,101	89%	
<u>Geothermal</u>					
Other Plant Cost	3,204,764	29,152,459	30,365,288	96%	(a)
Debt Service (Net)	412,144	4,533,579	4,945,723	92%	
Annual Budget Cost	3,616,908	33,686,038	35,311,011	95%	
<u>Combustion Turbine No. 1</u>					
	342,747	5,217,882	6,169,530	85%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	55,833	925,546	1,089,118	85%	
Other Plant Cost	194,289	2,149,515	2,552,870	84%	
Debt Service (Net)	483,035	5,313,386	5,796,421	92%	
Annual Budget Cost	733,157	8,388,447	9,438,409	89%	
<u>Lodi Energy Center</u>					
Fuel	138,379	20,806,502	39,513,147	53%	
Other Plant Cost	19,410,319	59,232,967	27,392,586	216%	(b)
Debt Service (Net)	2,171,202	23,883,226	26,054,428	92%	
Annual Budget Cost	21,719,900	103,922,695	92,960,161	112%	
<u>Member Resources - Energy</u>					
	6,661,060	57,895,691	56,228,967	103%	(c)
<u>Member Resources - Natural Gas</u>					
	170,887	3,656,899	3,540,898	103%	(d)
<u>Western Resources</u>					
	3,154,044	21,688,760	23,325,119	93%	
<u>Market Power Purchases</u>					
	2,060,043	21,947,258	15,123,482	145%	(e)
<u>Load Aggregation Costs - CAISO</u>					
	34,702,255	528,086,238	256,029,593	206%	(f)
<u>Net GHG Obligations</u>					
	-	2,555,874	496,955	514%	(g)
	77,363,399	835,006,881	552,698,226	151%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	538,782	6,387,069	2,813,086	227%	(h)
Wheeling Access Charge	11,749,934	105,240,441	110,581,940	95%	
Ancillary Services	728,363	7,557,124	2,372,540	319%	(i)
Other ISO Charges/(Credits)	229,138	11,421,328	1,321,289	864%	(j)
	13,246,217	130,605,962	117,088,855	112%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	129,303	1,725,212	2,132,130	81%	
Regulatory Representation	59,033	619,600	748,387	83%	
Western Representation	47,174	542,206	745,117	73%	
Customer Programs	17,579	230,590	423,678	54%	
Judicial Action	5,000	470,208	625,000	75%	
<u>Power Management</u>					
System Control & Load Dispatch	436,124	5,360,590	6,082,417	88%	
Forecasting, Planning, Prescheduling & Trading	197,419	2,267,810	2,934,143	77%	
Industry Restructuring & Regulatory Affairs	26,555	329,553	414,479	80%	
Contract Admin, Interconnection Svcs & External Affairs	75,315	857,098	953,716	90%	
Gas Purchase Program	4,911	57,990	77,386	75%	
Market Purchase Project	6,928	81,134	111,270	73%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MAY 31, 2020**

PERCENT OF YEAR ELAPSED
92%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	14,580	138,496	211,744	65%
Settlements	49,329	693,770	979,916	71%
Integrated Systems Support	44,227	108,194	243,161	44%
Participant Pass Through Costs	137,308	1,099,747	1,560,447	70%
Support Services	380,173	1,519,822	-	N/A
	1,630,958	16,102,020	18,242,991	88%
TOTAL ANNUAL BUDGET COST	92,240,574	981,714,863	688,030,072	143%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	3,188,855	70,907,108	127,623,712	56%
Member Resource ISO Energy Sales	1,285,893	23,384,072	29,156,411	80%
Member Owned Generation ISO Energy Sales	3,377,032	56,077,998	67,107,648	84%
NCPA Contracts ISO Energy Sales	904,149	15,714,212	15,623,339	101% (k)
Western Resource Energy Sales	1,933,481	18,684,842	18,304,471	102% (l)
Load Aggregation Energy Sales	22,294,210	308,216,524	-	N/A
Ancillary Services Sales	164,327	4,813,145	4,196,879	115% (m)
Transmission Sales	9,198	101,178	110,376	92%
Western Credits, Interest and Other Income	23,287,237	118,019,892	19,227,470	614% (n)
	56,444,382	615,918,971	281,350,306	219%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 35,796,192	\$ 365,795,892	\$ 406,679,766	90%

- (a) Increase due primarily to plant two, unit four overhaul costs.
- (b) Increase due to unbudgeted repair costs at LEC due to the forced outage. NCPA received insurance proceeds for these costs and they are reflected below in the "Other Income" section of Third Party Revenue.
- (c) Variance caused by greater than anticipated member contracts for Palo Alto and Port of Oakland.
- (d) Variance caused by greater than anticipated natural gas for Lodi, Lompoc, Biggs, Healdsburg, and Ukiah.
- (e) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (g) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, BART, San Jose CE, East Bay CE, and Ukiah.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (j) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (k) Variance due to unbudgeted revenue from market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget include certain NextEra and Exelon deals.
- (l) Increase due to greater than anticipated MWh. MWhs are 113% of budget at 5/31/20.
- (m) Increase due to greater than projected MWhs of generation.
- (n) Variance caused by unbudgeted revenue from customers, greater than anticipated member contract sales, and insurance reimbursement of costs related to the LEC forced outage.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 40,933	\$ 38,373
Investments	44,202	47,412
Accounts receivable		
Participants	12	117
Other	2,817	6,148
Interest receivable	531	461
Inventory and supplies	8,891	9,746
Prepaid expenses	2,517	1,871
TOTAL CURRENT ASSETS	99,903	104,128
RESTRICTED ASSETS		
Cash and cash equivalents	83,479	63,171
Investments	160,105	164,337
Interest receivable	727	744
TOTAL RESTRICTED ASSETS	244,311	228,252
ELECTRIC PLANT		
Electric plant in service	1,510,736	1,506,178
Less: accumulated depreciation	(1,032,265)	(1,001,510)
	478,471	504,668
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	478,471	504,850
OTHER ASSETS		
Regulatory assets	222,658	228,176
Preliminary survey and investigation costs	687	385
Investment in associated company	265	265
TOTAL ASSETS	1,046,295	1,066,056
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	24,105	34,014
Pension deferrals	17,055	19,200
Deferred Outflows - ARO	62,003	62,204
TOTAL DEFERRED OUTFLOWS OF RESOURCES	103,163	115,418
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,149,458	\$ 1,181,474

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 41,326	\$ 31,743
Accounts and retentions payable - restricted for construction	10	10
Member advances	1,677	1,380
Operating reserves	20,415	25,186
Current portion of long-term debt	39,935	32,780
Accrued interest payable	17,362	16,996
TOTAL CURRENT LIABILITIES	120,725	108,095
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	66,126	76,002
Operating reserves and other deposits	132,611	131,041
Interest rate swap liability	20,892	14,484
Asset Retirement Obligations	66,506	63,713
Long-term debt, net	613,468	659,565
TOTAL NON-CURRENT LIABILITIES	899,603	944,805
TOTAL LIABILITIES	1,020,328	1,052,900
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	84,695	84,496
Pension and OPEB deferrals	5,802	3,195
TOTAL DEFERRED INFLOWS OF RESOURCES	90,497	87,691
NET POSITION		
Net investment in capital assets	(58,124)	(54,335)
Restricted	58,535	55,095
Unrestricted	38,222	40,123
TOTAL NET POSITION	38,633	40,883
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,149,458	\$ 1,181,474

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

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

UNAUDITED

	Eleven Months Ended May 31,	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 375,842	\$ 404,198
Other Third-Party	180,267	243,478
TOTAL OPERATING REVENUES	556,109	647,676
OPERATING EXPENSES		
Purchased power	204,050	278,064
Operations	65,712	93,291
Transmission	170,769	166,728
Depreciation	28,287	28,285
Maintenance	62,420	22,337
Administrative and general	21,246	19,368
TOTAL OPERATING EXPENSES	552,484	608,073
NET OPERATING REVENUES	3,625	39,603
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(38,756)	(36,856)
Interest income	4,313	8,251
Other	41,663	7,070
TOTAL NON OPERATING EXPENSES	7,220	(21,535)
FUTURE RECOVERABLE AMOUNTS	(1,032)	(2,958)
REFUNDS TO PARTICIPANTS	(9,556)	(12,295)
INCREASE (DECREASE) IN NET POSITION	257	2,815
NET POSITION, Beginning of year	38,376	38,068
NET POSITION, Period ended	\$ 38,633	\$ 40,883

OTHER FINANCIAL INFORMATION

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

May 31, 2020

	GENERATING & TRANSMISSION RESOURCES											Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services						
ASSETS														
CURRENT ASSETS														
Cash and cash equivalents	\$	1	\$	-	\$	1	\$	89	\$	-	\$	40,756	\$	40,933
Investments		-		-		-		-		-		44,202		44,202
Accounts receivable		-		-		-		-		-		12		12
Participants		-		-		-		-		-		768		2,817
Other		-		-		-		-		-		359		531
Interest receivable		-		-		-		-		-		-		-
Inventory and supplies	4,509	1,574	246	359	2,203	-	2,049	171	1	-	-	-	8,891	8,891
Prepaid expenses	389	560	45	65	419	-	-	-	-	-	-	-	2,517	2,517
Due from Agency and other programs*	8,181	6,655	4,512	2,915	8,733	-	42,341	7,442	21	-	(80,779)	-	-	-
TOTAL CURRENT ASSETS	13,080	8,789	4,804	3,340	11,444	-	44,561	7,549	6,336	-	-	99,903	-	99,903
RESTRICTED ASSETS														
Cash and cash equivalents	7,203	21,218	227	-	18,785	-	8,994	-	-	-	27,052	83,479	-	83,479
Investments	22,701	34,545	480	-	27,538	-	21,458	-	-	-	53,383	160,105	-	160,105
Interest receivable	106	101	-	-	143	-	-	-	-	-	377	727	-	727
TOTAL RESTRICTED ASSETS	30,010	55,864	707	-	46,466	-	30,452	-	-	-	80,812	244,311	-	244,311
ELECTRIC PLANT														
Electric plant in service	572,430	395,157	64,852	36,727	426,781	7,736	-	894	6,159	-	-	1,510,736	-	1,510,736
Less: accumulated depreciation	(542,893)	(280,324)	(52,594)	(34,857)	(109,595)	(7,736)	-	(582)	(3,684)	-	-	(1,032,265)	-	(1,032,265)
TOTAL ELECTRIC PLANT	29,537	114,833	12,258	1,870	317,186	-	-	312	2,475	-	-	478,471	-	478,471
OTHER ASSETS														
Regulatory assets	(2,418)	134,677	6,887	-	25,796	-	-	-	-	-	57,716	222,658	-	222,658
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	-	687	687	-	687
Investment in associated company	-	-	-	-	-	-	-	-	-	-	265	265	-	265
TOTAL ASSETS	70,209	314,163	24,656	5,210	400,892	-	75,013	8,548	147,604	-	-	1,046,295	-	1,046,295
DEFERRED OUTFLOWS OF RESOURCES														
Excess cost on refunding of debt	1,102	20,537	932	-	1,534	-	-	-	-	-	-	24,105	-	24,105
Pension deferrals and OPEB deferrals	-	-	-	-	-	-	-	-	-	-	17,055	17,055	-	17,055
Asset Retirement Obligations	61,661	-	160	-	182	-	-	-	-	-	-	62,003	-	62,003
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,763	20,537	1,092	-	1,716	-	-	-	-	-	17,055	103,163	-	103,163
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 132,972	\$ 334,700	\$ 25,748	\$ 5,210	\$ 402,608	\$ -	\$ 75,013	\$ 8,548	\$ 164,659	\$ -	\$ 1,149,458	\$ 1,149,458	-	\$ 1,149,458

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

May 31, 2020

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable and accrued expenses	\$ 74	\$ 252	\$ -	\$ 508	\$ 64	\$ -	\$ 34,767	\$ -	\$ 5,661	\$ 41,326	
Accounts and retentions payable - restricted for construction	-	10	-	-	-	-	-	-	-	10	
Member advances	791	-	-	-	-	-	-	886	-	1,677	
Operating reserves	209	250	700	3,479	15,777	-	-	-	-	20,415	
Current portion of long-term debt	4,595	20,725	2,575	-	12,040	-	-	-	-	39,935	
Accrued interest payable	148	5,991	1,093	-	10,130	-	-	-	-	17,362	
TOTAL CURRENT LIABILITIES	5,817	27,228	4,368	3,987	38,011	-	34,767	886	5,661	120,725	
NON-CURRENT LIABILITIES											
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	66,126	
Operating reserves and other deposits	1,500	16,916	-	-	990	-	30,623	1,775	80,807	132,611	
Interest rate swap liability	-	20,892	-	-	-	-	-	-	-	20,892	
Asset Retirement Obligations	66,163	-	160	-	183	-	-	-	-	66,506	
Long-term debt, net	15,505	258,948	19,965	-	319,050	-	-	-	-	613,468	
TOTAL NON-CURRENT LIABILITIES	83,168	296,756	20,125	-	320,223	-	30,623	1,775	146,933	899,603	
TOTAL LIABILITIES	88,985	323,984	24,493	3,987	358,234	-	65,390	2,661	152,594	1,020,328	
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	34,871	3,530	794	2,042	39,913	-	-	312	3,233	84,695	
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	5,802	5,802	
TOTAL DEFERRED INFLOWS OF RESOURCES	34,871	3,530	794	2,042	39,913	-	-	312	9,035	90,497	
NET POSITION											
Net investment in capital assets	(3,288)	(27,859)	(2,980)	-	(23,997)	-	-	-	-	(58,124)	
Restricted	5,253	28,723	(386)	-	24,939	-	-	-	6	58,535	
Unrestricted	7,151	6,322	3,827	(819)	3,519	-	9,623	5,575	3,024	38,222	
TOTAL NET POSITION	9,116	7,186	461	(819)	4,461	-	9,623	5,575	3,030	38,633	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 132,972	\$ 334,700	\$ 25,748	\$ 5,210	\$ 402,608	\$ -	\$ 75,013	\$ 8,548	\$ 164,659	\$ 1,149,458	

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 Eleven Months Ended May 31, 2020

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
OPERATING REVENUES											
Participants	\$ 16,291	\$ 21,360	\$ 6,374	\$ 4,487	\$ 25,320	\$ -	\$ 279,095	\$ 19,401	\$ 1,514	\$ 375,842	
Other Third-Party	19,157	19,706	697	927	35,768	-	101,231	2,781	-	180,267	
TOTAL OPERATING REVENUES	35,448	43,066	7,071	5,414	61,088	-	380,326	22,182	1,514	556,109	
OPERATING EXPENSES											
Purchased power	510	2,273	64	169	1,382	-	199,652	-	-	204,050	
Operations	15,187	4,271	1,413	1,205	29,413	-	3,657	10,566	-	65,712	
Transmission	328	394	13	17	1,335	-	168,678	4	-	170,769	
Depreciation	3,658	8,627	2,027	187	13,424	-	-	80	284	28,287	
Maintenance	10,331	6,766	878	2,746	41,625	-	-	74	-	62,420	
Administrative and general	4,359	3,593	932	1,018	4,331	-	-	6,380	633	21,246	
Intercompany (sales) purchases, net*	(714)	256	70	127	317	-	-	(56)	-	-	
TOTAL OPERATING EXPENSES	33,659	26,180	5,397	5,469	91,827	-	371,987	17,048	917	552,484	
NET OPERATING REVENUES	1,789	16,886	1,674	(55)	(30,739)	-	8,339	5,134	597	3,625	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(568)	(24,028)	(1,062)	-	(13,098)	-	-	-	-	(38,756)	
Interest income	554	661	75	29	846	-	1,252	85	811	4,313	
Other	(1)	404	1,384	-	39,578	-	-	-	298	41,663	
TOTAL NON OPERATING (EXPENSES) REVENUES	(15)	(22,963)	397	29	27,326	-	1,252	85	1,109	7,220	
FUTURE RECOVERABLE AMOUNTS	(2,070)	1,914	(1,995)	-	1,119	-	-	-	-	(1,032)	
REFUNDS TO PARTICIPANTS	(542)	(2,333)	(38)	960	(746)	-	(1,126)	(4,457)	(1,274)	(9,556)	
INCREASE (DECREASE) IN NET POSITION	(838)	(6,496)	38	934	(3,040)	-	8,465	762	432	257	
NET POSITION, Beginning of year	9,954	13,682	423	(1,753)	7,501	-	1,158	4,813	2,598	38,376	
NET POSITION, Period ended	\$ 9,116	\$ 7,186	\$ 461	\$ (819)	\$ 4,461	\$ -	\$ 9,623	\$ 5,575	\$ 3,030	\$ 38,633	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
May 31, 2020

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 2,828,997
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 2,828,997</u>




Commission Staff Report

June 16, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Treasurer's Report for Month Ended May 31, 2020

AGENDA CATEGORY: Consent

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

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

Approval by all members.

BACKGROUND:

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

Cash – At month end cash totaled \$8,362,554 of which approximately \$1,741,301 was applicable to Special and Reserve Fund Deposits, \$3,523,973 to Debt Service and \$3,097,280 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 \$320,288,731 at month end. The current market value of the portfolio totaled \$324,368,161.

The overall portfolio had a combined weighted average interest rate of 1.707% with a bond equivalent yield (yield to maturity) of 1.730%. Investments with a maturity greater than one year totaled \$140,214,000. May maturities totaled \$37 million and monthly receipts totaled \$64 million. During the month \$36 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 3 basis points (from 0.12% to 0.15%) and rates on one year T-Bills remained unchanged at 0.17%.

To the best of my knowledge and belief, all securities held by NCPA as of May 31, 2020 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

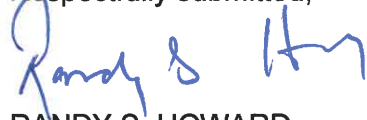
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MAY 31, 2020

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
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INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
May 31, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,747,181	\$ 112,530,391	\$ 114,277,572	34.77%
Special Deposits	1,348,632	-	1,348,632	0.42%
Construction	1,467	5,142,112	5,143,579	1.57%
Debt Service	3,523,973	50,942,757	54,466,730	16.57%
Special & Reserve	1,741,301	151,673,471	153,414,772	46.68%
	<u>\$ 8,362,554</u>	<u>\$ 320,288,731</u>	<u>\$ 328,651,285</u>	<u>100.00%</u>

Portfolio Investments at Market Value \$ 324,368,161

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
May 31, 2020**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 63,857,856	\$ 81,573	\$ 11,807,330	\$ (50,111,253)	\$ (6,830,145)	\$ (21,415,532)	\$ (2,610,171)
Special Deposits	268,059	-	-	(12,518,780)	-	12,251,172	451
Construction	-	-	-	-	-	-	-
Debt Service	-	10	6,544,000	-	(11,767,248)	8,744,117	3,520,879
Special & Reserve	-	282,999	18,682,362	-	(17,856,278)	420,243	1,529,326
	<u>\$ 64,125,915</u>	<u>\$ 364,582</u>	<u>\$ 37,033,692</u>	<u>\$ (62,630,033)</u>	<u>\$ (36,453,671)</u>	<u>\$ -</u>	<u>\$ 2,440,485</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
May 31, 2020**

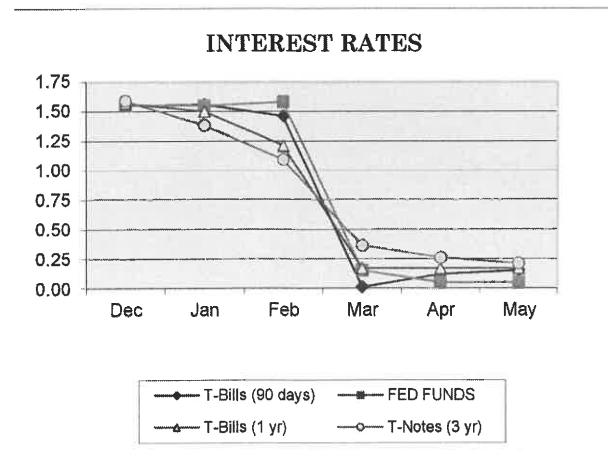
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 6,830,145	\$ (11,807,330)	\$ 13,082	\$ -	\$ -	\$ (4,964,103)
Special Deposits	-	-	-	-	-	-
Construction	-	-	1,699	-	-	1,699
Debt Service	11,767,248	(6,544,000)	39,836	-	-	5,263,084
Special & Reserve	17,856,278	(18,682,362)	(10,946)	-	-	(837,030)
	<u>\$ 36,453,671</u>	<u>\$ (37,033,692)</u>	<u>\$ 43,671</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (536,350)</u>
 Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(43,671)</u>
 Net Change in Investment --Before Non-Cash Activity						<u>\$ (580,021)</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
May 31, 2020**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.707%	1.730%
OPERATING FUNDS:	1.909%	1.934%
PROJECTS:		
Geothermal	1.816%	1.776%
Capital Facilities	0.654%	0.666%
Hydroelectric	1.383%	1.393%
Lodi Energy Center	1.408%	1.228%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.05%	2.38%
T-Bills (90da.)	0.15%	2.37%
Agency Disc (90da.)	0.24%	2.35%
T-Bills (1yr.)	0.17%	2.28%
Agency Disc (1yr.)	0.22%	2.17%
T-Notes (3yr.)	0.21%	2.00%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
May 31, 2020**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 13,795	\$ 44,534	\$6,225	\$ 420	\$ 500	\$ 58,619	\$ 2,000	\$ 126,093	39.18%
Corporate Bonds (MTN)	-	-	-	2,000	4,000	64,755	-	70,755	21.99%
Municipal Bonds	-	-	-	-	1,000	13,340	-	14,340	4.46%
US Bank Trust Money Market	16,191	-	-	-	-	-	-	16,191	5.03%
Commercial Paper	2,645	-	-	-	-	-	-	2,645	0.83%
Investment Trusts (LAIF)	56,975	-	-	-	-	-	-	56,975	17.70%
Investment Trusts (CAMP)	5,171	-	-	-	-	-	-	5,171	1.62%
U.S.Treasury Market Acct. *	22,981	-	-	-	-	-	-	22,981	7.14%
U.S.Treasury Bill/Note	-	821	118	4,202	-	-	-	5,141	1.60%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.47%
Total Dollars	\$ 117,758	\$45,365	\$6,343	\$6,622	\$5,500	\$138,214	\$2,000	\$ 321,802	100.00%
Total Percents	36.58%	14.10%	1.97%	2.06%	1.71%	42.95%	0.62%	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**

05/31/2020

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	0.050	11/26/2014	25,000		1	0.050	25,000	SYS70101	70101	25,000
Local Agency Investm	LAIF	31,517,269	2.020	07/01/2013	31,517,269		1	2.020	31,517,269	SYS70000	70000	31,517,269
California Asset Mgm	CMP	4,529	0.670	10/19/2018	4,529		1	0.670	4,529	SYS70070	70070	4,529
Union Bank of Califo	UBOC	4,847,069	0.002	07/01/2013	4,847,069		1	0.002	4,847,069	SYS70014	70014	4,847,069
US Bank	USB	1,747,181	0.001	06/30/2013	1,747,181		1	0.001	1,747,181	SYS70050	70050	1,747,181
US Bank	USB	2,619,520	0.020	08/24/2017	2,619,520		1	0.020	2,619,520	SYS70056	70056	2,619,520
US Bank	USB	10,000	0.050	04/07/2020	10,000	07/07/2020	36	0.050	10,000	SYS30321	30321	10,000
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	46	1.490	4,984,701	3130ABTW6	26466	4,975,681
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	167	1.598	118,834	9128283G3	26908	118,080
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	197	2.848	1,008,610	931142EA7	26674	995,079
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	221	3.057	505,385	24422ETZ2	26676	497,952
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	272	2.969	1,013,210	17275RBD3	26667	994,532
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	287	2.096	509,170	63743HER9	26847	503,098
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	304	2.846	506,145	437076BL5	26558	496,642
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	988,960	05/19/2021	352	2.919	1,012,100	458140AV0	26670	988,736
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	367	2.858	508,120	717081DX8	26617	495,650
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	420	1.620	2,645,115	3133EHSR5	26465	2,604,884
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	465	3.149	1,008,730	02665WBG5	26669	982,528
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	470	3.018	1,022,650	88579YBA8	26675	999,776
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	615	3.060	1,039,170	742718DY2	26673	987,945
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	640	2.982	1,029,090	478160CD4	26671	987,868
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,365	04/01/2022	669	3.315	520,900	87236YAE8	26601	496,873
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	700	2.924	519,230	713448DT2	26557	493,937
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	709	2.329	1,165,900	037833CQ1	26525	1,122,714
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	898	3.157	515,550	02665WCA7	26614	493,643
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	917	3.008	522,545	166764AB6	26555	492,401
Visa Inc.	UBOC	400,000	2.800	09/03/2018	394,552	12/14/2022	926	3.135	422,368	92826CAC6	26647	396,834
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	954	3.315	1,040,870	89236TEL5	26645	985,153
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	975	3.464	505,000	828807CN5	26603	491,275
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	989	3.154	527,205	68389XBR5	26556	493,380
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,003	3.068	1,052,810	30231GAR3	26648	991,259
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,008	3.264	530,350	24422ETG4	26613	494,088
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,017	3.086	532,325	084670BR8	26554	495,880
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,034	3.248	525,365	911312BK1	26600	490,256
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,034	3.308	525,365	911312BK1	26677	489,437
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,044	2.104	526,785	931142DH3	26848	506,095
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,061	3.443	537,290	06406RAG2	26602	500,743
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,078	3.236	541,180	427866A21	26615	501,875
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,148	3.399	1,074,770	90331HN1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,163	3.172	1,048,990	594918BQ6	26672	965,649

Northern California Power Agency
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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
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,201	2.630	4,370,861	68389XBL8	26820	4,115,439
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,340	3.561	551,875	46625HJT8	26760	510,754
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,576	2.577	1,706,358	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,577	2.000	3,012,450	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,579	1.890	2,336,432	3133EKL20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,579	2.323	973,040	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,584	1.999	1,505,280	3130AH7F4	26889	1,500,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,682	1.920	1,007,800	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,701	1.846	539,845	90331HMS9	26947	521,123
Fund Total and Average		\$ 85,133,905	1.917		\$ 84,761,269		467	2.050	\$ 86,320,337			\$ 84,947,627

MPP GHG Auction Acct

Local Agency Investm		85,043	2.020	07/01/2013	85,043		1	2.020	85,043	SYS70045	70045	85,043
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Fund Total and Average		\$ 85,043	2.020		\$ 85,043		1	2.020	\$ 85,043			\$ 85,043
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SCPA Balancing Account

Local Agency Investm	LAIF	2,809,833	2.020	07/01/2013	2,809,833		1	2.020	2,809,833	SYS70022	70022	2,809,833
Union Bank of Calif	UBOC	4,888,034	0.002	07/01/2013	4,888,034		1	0.002	4,888,034	SYS70023	70023	4,888,034
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	102	2.870	755,573	313370US5	26717	750,007
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	151	2.672	1,155,635	3135GORM7	26734	1,145,189
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	336	3.000	506,955	06406FAB9	26570	495,844
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	434	2.780	511,807	14912L6J0A	26954	498,674
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	621	2.798	517,165	594918BA1	26574	496,608
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	641	3.186	518,460	25468PDQ6	26630	493,923
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	487,200	04/01/2022	669	3.100	520,900	87236YAE8	26571	498,715
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	730	2.918	521,665	437076BG6	26572	497,254
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	836	3.161	515,310	74460DAB5	26573	491,613
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	926	3.096	263,980	92826CAC6	26632	248,252
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	927	3.070	527,780	458140AM2	26625	495,637
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	953	3.203	571,417	89233P7F7	26598	542,344
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	1,002	3.170	533,390	17275RBE1	26624	492,773
Exon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,003	3.055	526,405	30231GAR3	26599	495,810
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,017	3.185	532,325	084670BR8	26596	494,411
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,034	3.191	525,365	911312BK1	26627	490,969
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,064	3.108	527,920	654106AC7	26597	488,486
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,095	3.438	503,125	828807DD6	26631	490,557
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,109	3.467	2,602,730	3134GSMY8	26653	2,602,455
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,109	3.150	537,890	717081DH3	26626	497,895
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,183	3.039	2,513,575	3134GSUZ6	26654	2,500,810



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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,305	3.100	2,028,760	3130AFKR7	26736	2,000,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,515	2.410	508,590	89236TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,577	2.000	1,255,188	31422BME7	26873	1,250,000
Federal Agricultural	UBOC	2,500,000	1.300	03/11/2020	2,500,000	03/11/2025	1,744	1.300	2,501,775	31422BVS6	26955	2,500,000
Fund Total and Average												\$ 29,156,093

General Operating Reserve

Local Agency Investm	LAIF	17,379,752	2.020	07/01/2013	17,379,752		1	2.020	17,379,752	SYS70000	70002	17,379,752
California Asset Mgm	CMP	5,166,964	0.670	12/14/2018	5,166,964		1	0.670	5,166,964	SYS70071	70071	5,166,964
Union Bank of Califo	UBOC	4,506,080	0.002	07/01/2013	4,506,080		1	0.002	4,506,080	SYS70019	70019	4,506,080
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	169	1.600	2,347,964	3137EAEK1	26922	2,332,912
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	434	3.169	511,807	14912L6J0A	26956	496,424
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	497,713	08/09/2021	434	2.780	511,807	14912L6J0A	26957	498,674
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	465	3.522	514,452	02665WBG5	26964	498,571
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	518	1.285	1,590,594	64871Q7F4	26982	1,590,102
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	621	2.972	413,732	594818BA1	26578	396,189
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	669	3.335	520,900	87236YAE8	26582	496,712
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	709	2.329	4,177,976	037833CQ1	26524	4,023,218
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	739	1.760	3,710,457	313379Q89	26467	3,600,214
Federal Farm Credit	UBOC	2,000,000	1.000	03/30/2020	2,000,000	06/30/2022	759	1.000	2,001,320	3133ELUS1	26961	2,000,000
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	776	3.083	525,570	713448CX4	26580	500,156
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	791	1.485	1,048,119	64871WFJ4	26981	1,044,387
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	913	2.937	520,580	25468PCW4	26739	493,092
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	926	3.145	527,960	92826CAC6	26584	495,950
Federal Home Loan Mt	UBOC	2,000,000	1.050	03/30/2020	2,000,000	12/30/2022	942	1.050	2,000,140	3134GVHB7	26963	2,000,000
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	966	3.140	791,243	90331HNL3	26737	744,619
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	972	3.325	529,245	06406RAE7	26575	495,409
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	989	3.195	527,205	68389XBR5	26579	492,874
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	995	3.225	522,075	74005PBF0	26581	493,420
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,017	3.243	532,325	084670BR8	26576	493,676
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,034	3.245	525,365	911312BK1	26583	490,309
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,079	2.939	793,035	166764BK5	26740	742,250
Arizona Board of Reg	UBOC	1,765,000	2.011	04/17/2020	1,818,897	06/01/2023	1,095	1.387	1,835,266	04048AVN4	26984	1,817,570
Chevron Corp.	UBOC	500,000	3.181	02/07/2019	507,025	06/24/2023	1,118	2.847	537,455	166764AH3	26755	504,913
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,120	2.864	541,890	931142EK5	26758	507,670
Montgomery Water Wor	UBOC	2,145,000	1.789	04/17/2020	2,200,234	09/01/2023	1,187	1.020	2,194,936	613105KV6	26985	2,198,232
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,201	2.908	547,435	717081EN9	26738	504,444
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	1,217	1.020	1,832,924	4386705V9	26983	1,834,813
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,331	3.319	545,460	17325FAS7	26756	505,502
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,340	3.535	551,875	46825HJTB	26757	511,125



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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,344	2.093	479,446	91159HHV5	26906	459,733
Federal Farm Credit	UBOC	2,000,000	1.210	03/25/2020	1,999,000	03/12/2024	1,380	1.222	2,000,020	3133ELST2	26959	1,999,046
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,461	1.356	1,007,850	46647PBQ8	27007	1,006,103
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,515	2.410	762,885	89236TGD1	26841	750,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,522	1.058	1,541,730	438687KT1	26980	1,522,006
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,547	2.100	3,007,860	31422BKGA	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,584	1.999	1,003,520	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,640	2.386	1,489,890	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,656	0.830	2,007,387	3130A3GE8	26962	1,975,019
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,701	1.846	539,845	90331HMS9	26951	521,123
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,720	1.161	516,305	384802AE4	27000	515,712
W W Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,720	1.217	516,305	384802AE4	27005	514,415
Federal Agricultural	UBOC	2,300,000	1.300	03/11/2020	2,300,000	03/11/2025	1,744	1.300	2,301,533	31422BVS6	26958	2,300,000
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,759	1.300	2,502,250	3133ELUT9	26960	2,500,000
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,765	1.038	1,014,070	899559QD3	27006	1,016,403
Fund Total and Average		\$ 79,983,248	1.865		\$ 80,454,507		763	1.691	\$ 81,474,904			\$ 80,435,783
GRAND TOTALS:		\$ 194,455,063	1.909		\$ 194,363,657		632	1.934	\$ 197,561,836.			\$ 194,624,546

*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 05/31/2020

Investment #26646	USB	Callable on 6/23/2023	Investment# 26912	JPM	Callable quarterly starting 11/27/2021
Investment #26653	FHLMC	Callable on 6/15/2020	Investment# 26923	FHLMC	Callable annually starting 1/8/2021
Investment #26736	FHLB	Callable on 12/28/2020	Investment# 26947	USBANK	Callable anytime starting 12/27/2024
Investment #26820	ORCL	Callable on 7/15/2023	Investment# 26951	USBANK	Callable anytime starting 12/27/2024
Investment #26831	TOY	Callable semi-annually starting 7/25/2021	Investment# 26955	FAMC	Callable semi-annually starting 09/11/2020
Investment #26841	TOY	Callable semi-annually starting 7/25/2021	Investment# 26958	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26848	WMT	Callable on 01/11/2023	Investment# 26959	FFCB	Callable anytime starting 06/12/2020
Investment# 26871	FAMC	Callable quarterly starting 8/26/2020	Investment# 26960	FFCB	Callable anytime starting 03/26/2021
Investment# 26872	BAC	Callable semi-annually starting 09/24/2021	Investment# 26961	FFCB	Callable anytime starting 09/30/2020
Investment# 26873	FAMC	Callable semi-annually starting 09/25/2020	Investment #26963	FHLMC	Callable quarterly starting 6/30/2020
Investment# 26886	FAMC	Callable semi-annually starting 09/25/2020	Investment #26980	HON	Callable anytime
Investment# 26887	TOY	Callable semi-annually starting 09/27/2021	Investment #26981	NYCGEN	Callable anytime
Investment# 26888	FFCB	Callable anytime starting 09/27/2021	Investment #26982	NYCGEN	Callable anytime
Investment# 26889	FHLB	Callable anytime starting 10/02/2020	Investment #26983	HON	Callable anytime
Investment# 26906	USBANK	Callable on 1/05/2024	Investment #26984	AZSHGR	Callable anytime
			Investment# 27007	JPM	Callable on 6/1/2023 and then again starting on 5/1/2024



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GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	709,000	1.940	07/30/2019	695,131	07/27/2020	56	1.996	708,858	313384ZX0	26850	706,860
Federal Home Loan Ba	USBT	202,000	1.489	01/06/2020	200,269	07/31/2020	60	1.522	201,956	313384A33A	26926	201,498
Fund Total and Average		\$ 911,000	1.840		\$ 895,400		57	1.891	\$ 910,814			\$ 908,358

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	245,000	0.119	04/07/2020	244,932	06/29/2020	28	0.121	244,978	313384YT0A	26966	244,977
Federal Home Loan Ba	USBT	125,000	1.540	01/28/2020	124,171	07/01/2020	30	1.571	124,986	313384YV5A	26927	124,840
Federal Home Loan Ba	USBT	123,000	0.070	04/28/2020	122,985	07/01/2020	30	0.070	122,986	313384YV5A	26988	122,993
Fund Total and Average		\$ 493,000	0.467		\$ 492,088		29	0.476	\$ 492,950			\$ 492,810

Geo 2016A Debt Service

Federal Home Loan Ba	USBT	578,000	0.119	04/07/2020	577,840	06/29/2020	28	0.121	577,948	313384YT0A	26967	577,946
Federal Home Loan Ba	USBT	1,608,000	1.500	01/06/2020	1,596,141	07/01/2020	30	1.532	1,607,823	313384YV5A	26928	1,605,990
Federal Home Loan Ba	USBT	291,000	1.539	01/28/2020	289,071	07/01/2020	30	1.571	290,968	313384YV5A	26929	290,627
Federal Home Loan Ba	USBT	289,000	0.069	04/28/2020	288,964	07/01/2020	30	0.070	288,968	313384YV5A	26989	288,983
Fund Total and Average		\$ 2,766,000	1.066		\$ 2,752,016		30	1.089	\$ 2,765,707			\$ 2,763,546

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	241	1.424	1,519,190	912796UC1	26940	1,506,847
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		241	1.424	\$ 1,519,190			\$ 1,506,847

Geo Decommissioning Reserve

Local Agency Investm	LAIF	173,203	2.020	07/01/2013	173,203		1	2.020	173,203	SYS70027	70027	173,203
Union Bank of Calif	UBOC	3,826,456	0.002	07/01/2013	3,826,456		1	0.002	3,826,456	SYS70034	70034	3,826,456
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	256	3.265	505,400	02865WCD1	26726	497,940
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	316	3.276	510,040	89236TEU5	26727	498,647
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	434	3.169	511,807	14912L6J0A	26965	496,424
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	455	3.002	258,858	020075EQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	556	3.103	772,260	69353REY0	26553	744,067
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	709	2.329	893,842	037833CQ1	26499	860,733
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	713	1.080	1,026,220	91412G2T1	27001	1,023,754
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	820	3.154	266,135	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	821	3.051	265,590	39103QAF3A	30310	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
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	827	3.152	266,265	254673TMB8	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	913	3.004	780,870	25468PCW4	26551	738,633
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	970	3.104	792,533	24422ERT8	26550	744,406
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	972	3.229	793,868	06406RAE7	26549	744,871
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	980	3.140	532,290	44832HAH6	26548	498,257
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	1,109	1.450	357,389	227183DH0	27003	356,185
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,152	1.635	941,470	3134GU6D7	26941	935,423
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	1,156	1.471	435,943	83412PCN0	26978	432,760
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,185	3.203	272,363	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,193	3.301	273,300	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,407	0.875	1,594,277	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,515	2.410	508,590	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,577	2.000	753,113	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,584	1.999	1,003,520	3130AH7F4	26891	1,000,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,814	1.846	346,619	78607QAY1	26977	348,857
WW Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,720	1.161	438,859	384802AE4	27002	438,356
Federal Farm Credit	UBOC	1,500,000	1.150	04/09/2020	1,500,000	04/09/2025	1,773	1.150	1,498,470	3133ELWC4	26979	1,500,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,878	3.455	2,048,680	3133EJUT4	26644	1,999,485
Fund Total and Average		\$ 22,135,870	1.968		\$ 22,164,676		976	1.910	\$ 22,648,230			\$ 22,198,457

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	73	1.590	65,982	912796TD1	26867	65,792
Fund Total and Average		\$ 66,000	1.551		\$ 64,996		73	1.591	\$ 65,982			\$ 65,792
GRAND TOTALS:		\$ 27,892,870	1.916		\$ 27,866,868		794	1.776	\$ 28,402,873.			\$ 27,935,810

*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 05/31/2020

Investment #26644 FFCB Callable anytime starting 7/23/2021
Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26874 FMC Callable semi-annually starting 09/25/2020
Investment #26890 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLB Callable anytime starting 10/02/2020
Investment #26941 FHLMC Callable on 1/28/2021 only
Investment #26976 FFCB Callable on and anytime after 4/8/2022
Investment #26977 SCRWR Callable anytime
Investment #26979 FFCB Callable on and anytime after 10/9/2020
Investment #27001 UNVHGR Callable anytime



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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	3,383,538	2.020	07/01/2013	3,383,538		1	2.020	3,383,538	SYS70028	70028	3,383,538
Union Bank of Calif	UBOC	2,414,929	0.002	07/01/2013	2,414,929		1	0.002	2,414,929	SYS70031	70031	2,414,929
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	147	1.606	2,007,768	3133EHJ95	26909	1,996,141
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	241	1.424	1,012,793	912796UC1	26924	1,004,564
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	304	1.000	1,015,790	13063DGA0	26999	1,014,882
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	593	3.314	515,320	07330NAC8	26618	494,766
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	643	2.946	517,585	30231GAJ1	26621	495,437
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	652	3.182	573,562	91159HHC7	26651	548,312
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	836	3.051	515,310	74460DAB5	26546	492,766
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	926	3.051	527,960	92826CAC6	26547	497,047
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	954	3.215	520,435	89236TEL5	26619	493,783
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	989	3.121	527,205	68389XBR5	26545	493,794
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,034	3.182	525,365	911312BK1	26620	491,087
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,064	2.985	576,136	19416QEC0	26652	536,835
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,235	3.250	1,515,795	3130AEYR5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,658	1.744	540,500	931142DV2	26950	519,607
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,813	0.675	500,225	31422BA26	27004	500,000
Fund Total and Average		\$ 16,907,467	1.946		\$ 16,830,395		495	1.942	\$ 17,190,216			\$ 16,877,488

Hydro Initial Facilities

Federal Home Loan Ba	USBT	4,234,000	0.070	04/28/2020	4,233,473	07/01/2020	30	0.070	4,233,534	313384YV5A	26987	4,233,753
Fund Total and Average		\$ 4,234,000	0.070		\$ 4,233,473		30	0.071	\$ 4,233,534			\$ 4,233,753

Hydro Debt Service

Federal Home Loan Ba	USBT	1,584,000	0.136	04/17/2020	1,583,562	06/29/2020	28	0.138	1,583,857	313384YT0A	26968	1,583,832
Federal Home Loan Ba	USBT	797,000	1.539	01/28/2020	791,715	07/01/2020	30	1.571	796,912	313384YV5A	26930	795,977
Federal Home Loan Ba	USBT	4,856,000	1.500	01/06/2020	4,820,187	07/01/2020	30	1.532	4,855,466	313384YV5A	26931	4,849,930
Federal Home Loan Ba	USBT	792,000	0.070	04/28/2020	791,901	07/01/2020	30	0.070	791,913	313384YV5A	26990	791,954
Fund Total and Average		\$ 8,029,000	1.094		\$ 7,987,365		30	1.117	\$ 8,028,148			\$ 8,021,693

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	2,289,000	0.120	04/07/2020	2,288,367	06/29/2020	28	0.121	2,288,794	313384YT0A	26969	2,288,786
Federal Home Loan Ba	USBT	5,406,000	1.500	01/06/2020	5,366,131	07/01/2020	30	1.532	5,405,405	313384YV5A	26932	5,399,243
Federal Home Loan Ba	USBT	1,152,000	1.540	01/28/2020	1,144,362	07/01/2020	30	1.571	1,151,873	313384YV5A	26933	1,150,522
Federal Home Loan Ba	USBT	1,144,000	0.069	04/28/2020	1,143,858	07/01/2020	30	0.070	1,143,874	313384YV5A	26991	1,143,933



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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
Fund Total and Average		\$ 9,991,000	1.024		\$ 9,942,718		30	1.046	\$ 9,989,946			\$ 9,982,484

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	1,612,000	0.120	04/07/2020	1,611,554	06/29/2020	28	0.121	1,611,855	313384YT0A	26970	1,611,850
Federal Home Loan Ba	USBT	3,945,000	1.500	01/06/2020	3,915,906	07/01/2020	30	1.532	3,944,566	313384YV5A	26934	3,940,069
Federal Home Loan Ba	USBT	811,000	1.540	01/28/2020	805,623	07/01/2020	30	1.571	810,911	313384YV5A	26935	809,959
Federal Home Loan Ba	USBT	806,000	0.069	04/28/2020	805,900	07/01/2020	30	0.070	805,911	313384YV5A	26992	805,953
Fund Total and Average		\$ 7,174,000	1.033		\$ 7,138,983		30	1.055	\$ 7,173,243			\$ 7,167,831

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	434	1.790	689,069	3134G93A3	26432	689,664
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		434	1.790	\$ 689,069			\$ 689,664

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	241	1.424	1,519,190	912796UC1	26942	1,506,847
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		241	1.424	\$ 1,519,190			\$ 1,506,847

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	64	1.680	100,352	3133EE5Z9	26244	100,012
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	259	2.251	148,121	9128283X6	26539	145,998
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	591	2.380	4,066,108	3137EADB2	25852	3,927,712
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	640	1.850	150,404	3133EKH66	26875	150,000
Fund Total and Average		\$ 4,324,000	2.338		\$ 4,322,553		569	2.341	\$ 4,464,985			\$ 4,323,722
GRAND TOTALS:		\$ 52,869,467	1.383		\$ 52,646,560		234	1.393	\$ 53,288,331.			\$ 52,803,482

*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 05/31/2020

Investment #26701 FHLB Callable until 10/19/2020
Investment #26875 FFCB Callable on and anytime after 09/03/2020
Investment# 26950 WMT Callable anytime starting 10/15/2024
Investment# 27004 FAMCA Callable semi-annually starting 5/19/2022



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Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	113,767	0.600	01/24/2020	113,767		1	0.600	113,767	SYS79017	79017	113,767
Federal National Mtg	USBT	226,000	0.080	04/07/2020	225,946	07/24/2020	53	0.081	225,957	313588ZU2	26971	225,973
Federal Home Loan Ba	USBT	113,000	0.100	04/28/2020	112,970	07/31/2020	60	0.101	112,975	313384A33A	26983	112,981
Federal Home Loan Ba	USBT	227,000	1.530	01/28/2020	225,186	08/03/2020	63	1.563	226,941	313384A66A	26946	226,392
Fund Total and Average		\$ 679,767	0.654		\$ 677,869		49	0.666	\$ 679,640			\$ 679,113
GRAND TOTALS:		\$ 679,767	0.654		\$ 677,869		49	0.666	\$ 679,640.			\$ 679,113

*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 05/31/2020



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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		88,812	2.020	07/01/2013	88,812		1	2.020	88,812	SYS70046	70046	88,812
Fund Total and Average		\$ 88,812	2.020		\$ 88,812		1	2.020	\$ 88,812			\$ 88,812

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	2,179,123	0.600	07/01/2013	2,179,123		1	0.600	2,179,123	SYS79003	79003	2,179,123
Federal Home Loan Ba	USBT	3,621,000	1.550	12/30/2019	3,598,991	06/01/2020	0	1.582	3,621,000	313384XP9 A	26918	3,621,000
Federal Home Loan Ba	USBT	570,000	1.550	01/28/2020	566,932	06/01/2020	0	1.580	570,000	313384XP9A	26936	570,000
Fund Total and Average		\$ 6,370,123	1.225		\$ 6,343,046		0	1.246	\$ 6,370,123			\$ 6,370,123

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	4,981,747	0.600	07/01/2013	4,981,747		1	0.600	4,981,747	SYS79004	79004	4,981,747
Federal Home Loan Ba	USBT	743,000	1.549	12/30/2019	738,074	06/01/2020	0	1.582	743,000	313384XP9 A	26919	743,000
Federal Home Loan Ba	USBT	737,000	1.549	01/28/2020	733,034	06/01/2020	0	1.580	737,000	313384XP9A	26937	737,000
Fund Total and Average		\$ 6,461,747	0.818		\$ 6,452,855		1	0.825	\$ 6,461,747			\$ 6,461,747

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	4,494,410	0.600	07/01/2013	4,494,410		1	0.600	4,494,410	SYS79012	79012	4,494,410
Federal Home Loan Ba	USBT	3,036,000	1.550	12/30/2019	3,015,870	06/01/2020	0	1.582	3,036,000	313384XP9 A	26920	3,036,000
Federal Home Loan Ba	USBT	786,000	1.550	01/28/2020	781,770	06/01/2020	0	1.580	786,000	313384XP9A	26938	786,000
Fund Total and Average		\$ 8,316,410	1.037		\$ 8,292,050		1	1.051	\$ 8,316,410			\$ 8,316,410

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	586,000	1.550	12/30/2019	582,114	06/01/2020	0	1.582	586,000	313384XP9 A	26921	586,000
Federal Home Loan Ba	USBT	101,000	1.550	01/28/2020	100,456	06/01/2020	0	1.580	101,000	313384XP9A	26939	101,000
Fund Total and Average		\$ 687,000	1.550		\$ 682,570		0	1.582	\$ 687,000			\$ 687,000

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	4,383,975	0.600	07/01/2013	4,383,975		1	0.600	4,383,975	SYS79005	79005	4,383,975
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	228	1.537	419,521	313385AQ9A	26943	416,010
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	437	1.899	151,661	3137EAC9	26454	149,006
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,166,306	08/10/2022	739	1.760	4,255,349	313379Q69	26463	4,128,917
Fund Total and Average		\$ 9,063,975	1.343		\$ 9,112,752		354	1.189	\$ 9,210,506			\$ 9,077,908



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LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	37,239	0.600	07/01/2013	37,239		1	0.600	37,239	SYS79006	79006	37,239
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	11	1.540	2,146,995	313370E38	26455	2,146,172
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	53	1.980	149,972	313384ZU6	26845	149,576
Fund Total and Average		\$ 2,332,239	3.237		\$ 2,439,465		14	1.553	\$ 2,334,206			\$ 2,332,987

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,010	0.600	07/01/2013	1,010		1	0.600	1,010	SYS79013	79013	1,010
U.S. Treasury	USBT	755,000	1.453	01/31/2020	749,484	07/30/2020	59	1.484	754,834	912796WY1	26944	753,202
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,152	1.635	382,630	3134GU6D7	26945	380,172
Fund Total and Average		\$ 1,135,010	1.518		\$ 1,130,684		425	1.534	\$ 1,138,474			\$ 1,134,384

LEC O & M Reserve

Local Agency Investm	UBOC	1,537,656	2.020	07/01/2013	1,537,656		1	2.020	1,537,656	SYS70047	70047	1,537,656
Union Bank of Califo	UBOC	751,348	0.002	07/18/2013	751,348		1	0.002	751,348	SYS70041	70041	751,348
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	4	1.550	3,615,578	3130ABJQ0	26440	3,614,986
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	29	1.300	3,002,220	3136G3UJ2	26341	3,000,000
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	318	1.590	504,820	3133EKY83	26892	499,613
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	483	1.555	500,871	89236TGJ8	26953	496,605
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	518	1.000	530,980	58607ECD4	26986	531,763
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	721	2.456	618,181	90331HPC1	26822	597,185
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,644	1.776	513,727	14912L6G1	26952	494,426
Fund Total and Average		\$ 11,459,004	1.766		\$ 11,528,025		176	1.480	\$ 11,575,381			\$ 11,523,592
GRAND TOTALS:		\$ 45,905,320	1.408		\$ 46,070,259		126	1.228	\$ 46,182,559.			\$ 45,992,963

*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 05/31/2020
Investment #26822 USB Callable on and anytime after 4/22/2022
Investment #26945 FHLMC Callable on 1/28/2021 only



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Commission Staff Report

June 16, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

- Miscellaneous past event decorations

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declaration of Surplus
Receipt of disposal



Date: 3/12/2020

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.		Misc. past event décor.	S		\$ 0		NCPA-HQ
2.							
3.							
4.							
5.							
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Misc. event décor from the NCPA 2018 & 2019 Annual Conferences. Items will not be used at any future events.

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE _____

PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____

DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ X NO VALUE – TRASH/JUNK _____

DISPOSITION JUSTIFICATION:

PREPARED BY: Colyn Jackson

APPROVED BY: [Signature] ORG. CODE: 100

AUTHORIZATION TO PROCEED: [Signature] DATE: 3/12/20

(ASST. GEN. MANAGER)

(GENERAL MANAGER)

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1





Date: 5/29/2020

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

Misc. event décor from the NCPA 2018 & 2019 Annual Conferences. Items will not be used at any future events.

To the following:

Disposed of into the trash.

Northern California Power Agency

Employee Name: Robyn E. Jackson, Legislative & Regulatory Affairs Assistant

Signature: *Robyn E. Jackson*

Monies received for this?

 YES Amount received:

 X NO

Amended 2020 Committee Meeting Calendar

Facilities/ Pooling Committees 9:00 am	LEC PPC Committee 10:00 am at Lodi Energy Center	Finance Committee 10:30 am	Utility Directors 9:00 am	L&R Affairs Committee	Legal Committee 8:30 am	*Commission 9:30 am & Executive Committee 8:00 am
January 8	January 6		January 9		No Meeting	January 16 Sacramento
February 5	February 10	February 11	February 13	February 19	February 6	February 20
March 4	March 9		March 12/13 Healdsburg		March 5	March 26
April 1	April 6		April 9	April 15	April 2	April 16
May 6	May 11	May 12	May 14		May 7	May 28
June 3	June 8		June 18		June 4	June 25
July 1	July 6		July 9		July 2	July 23 Murphys – schedule as conference call
August 5	August 10	August 11	August 13	August 26	August 6 (CANCELLED)	August 27 Schedule as a conference call
September 2	September 14		September 10	September 23 (CANCELLED)	September 23 move to September 3	September 25**
October 7	October 12	October 13	October 15		October 1	October 29
November 4	November 9	November 10	November 12		November 5	No Meeting
December 2	December 7		December 10	December 2	December 17	December 3

*Commission Packet mailed the Thursday or Friday prior to the meeting date.

Unless noted otherwise, Commission and Executive Committee meetings will be held at NCPA's Roseville office.

**The September 25 Commission meeting will be held on a Friday.

All Legal Committee meetings provide conference call capabilities.

Commission meetings highlighted in blue will be posted as an "optional" conference call meeting.

SAVE THE DATES:

NCPA/NWPPA Federal Policy Conference: April 19-23, 2020, Washington, D.C. – rescheduled for the fall of 2020

NCPA Annual Conference: September 22-25, 2020, Resort at Squaw Creek, Olympic Valley, CA



Commission Staff Report

June 16, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Bell Burnett and Edwards – Five Year Multi-Task Consulting Services Agreement for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities and NCPA Members.

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i>	METHOD OF SELECTION:
	AGM Admin Services/CFO	
Division:	Administrative Services	
Department:	General Services	

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

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-47 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Bell Burnett and Edwards for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design, 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 and NCPA Members.

BACKGROUND:

Bell Burnett and Edwards is a corporation formed to assist with a broad range of consulting related services including but not limited to capital planning, rate forecasting, strategic analysis, resource adequacy planning, project development, implementation, reporting and management, and energy efficiency evaluation and program design. They offer independent development, review and assessment of strategic plans and initiatives to clients in the private and public sectors. Their approach centers on optimization, efficiency, affordability and sustainability with services designed to enhance governance, communication, project delivery, resources, and systems integration.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (other enabling agreements) for similar services and seeks bids from as many qualified providers as possible. 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 was reviewed by the Facilities Committee on June 3, 2020 and was recommended for Commission approval on the Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-47
- Multi-Task Consulting Services Agreement with Bell Burnett and Edwards

RESOLUTION 20-47

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH BELL BURNETT and EDWARDS

(reference Staff Report #164:20)

WHEREAS, financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design are periodically required at the facilities owned and/or operated by the Northern California Power Agency (NCPA) and NCPA Members; and

WHEREAS, Bell Burnett and Edwards (BB&E) is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with BB&E to provide such services as needed at all NCPA facilities and NCPA Members in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Bell Burnett and Edwards with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design services, for use at all facilities owned and/or operated by NCPA and NCPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BELL BURNETT & EDWARDS

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 Bell Burnett & Edwards, a corporation with an office located at 26 Broderick Street, San Francisco, CA. 94117-3115 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

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

Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not applicable.

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members 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 for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification

and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

6.2 Consultant Not Agent. Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

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

6.4 Certification as to California Energy Commission. Not Applicable.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. 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. .Provided there are no outstanding Purchase Orders issued to Consultant or Work, Consultant may cancel this Agreement with thirty (30) days prior written notice to Agency.

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

- 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 Monty Hanks, 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:

Bell Burnett & Edwards
Alex Burnett
26 Broderick Street
San Francisco, CA 94117-3115

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 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

BELL BURNETT & EDWARDS

Date_____

Date_____

RANDY S. HOWARD, General Manager

MICHAEL BELL, Principal

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

1. Financial Analysis, Planning, Advisory and Forecasting:
 - a. Capital Planning
 - b. Debt management
 - c. Financial policies, procedures and contract administration
 - d. Budget development and analysis, including funding models and revenue, cost, rate and financial metric analysis
 - e. Financial reporting and controls
 - f. Rate and pricing development, implementation, and stakeholder communication
 - g. Rate forecasts, comparisons, peer analysis and alternatives
 - h. Strategic analysis, including immediate and long-term financial implications, strategies, and stakeholder communication re COVID 19 and other utility adopted policies and practices
2. Generation and Transmission Project Planning¹:
 - a. Project Reliability
 - b. Resource Adequacy Planning
 - c. Supply and procurement program design
 - d. Operational impact assessment
 - e. Risk assessment and management
 - f. Customer and stakeholder outreach
 - g. Operations studies
 - h. Feasibility studies
3. Project and Program Development and Delivery
 - a. Project and program budget and funding analysis
 - b. Cost, lifecycle and alternatives analysis
 - c. Project development and strategic analysis
 - b. Project procurement, documentation and implementation
 - c. Contract review, negotiation and support²
 - d. Project implementation, reporting and management
 - e. Program implementation, reporting and management
 - f. Management audits and reviews
 - g. Process improvement evaluations and studies
4. Energy Efficiency and Demand Reduction Program Design
 - a. Demand side reduction services and program design
 - b. Energy efficiency evaluation and program design
 - c. Program rate designs and incentives to promote behavioral change

¹ None of these services include engineering, design or other professional services typically covered by professional liability insurance

² These services do not include legal services.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000. The hourly rates and/or fixed compensation break down and an estimated amount of expenses is as follows:

Fees may be a fixed amount, or an amount charged on a time and materials basis depending upon work performed under this Agreement and subject to mutual agreement in writing by all of the Parties prior to any services being rendered. As of 2020, BB&E's hourly rate for principals is \$500. If non-principals work on any assignment for any reason, the hourly rate for these non-principals shall be reduced to \$300. Administrative staff, if any, will not be billed under any time and materials contract. All hourly rates are subject to a 3% annual increase.

Pricing for services to be performed for NCPA or Agency Members will be quoted at the time services are requested.

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



Commission Staff Report

Date: June 17, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Univar USA, Inc. – First Amendment to the Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 20-48 authorizing the General Manager or his designee to enter into a First Amendment to the five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, to change the vendor name in the Agreement to Univar Solutions, Inc., for continued use at all facilities owned and/or operated by NCPA.

BACKGROUND:

Purchase of various chemicals, including those required to operate the plant facilities, are required at NCPA from time to time. On June 21, 2018, NCPA entered into a Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies, for purchase of chemicals with Univar USA, Inc.

On August 22, 2019, Univar USA, Inc. notified NCPA of their intention to change their name to Univar Solutions, Inc. NCPA now desires to enter into a First Amendment with the vendor changing the vendor name from Univar USA, Inc. to Univar Solutions, Inc. This Amendment does not change any of the other terms or conditions of the agreement.

FISCAL IMPACT:

Upon execution, the total cost of the Agreement remain not to exceed \$1,500,000 over five years, to be used out of NCPA approved annual operating budgets as materials are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreement in place with The Dow Chemical Company, CellMark USA, Inc, SUEZ WTS USA, Inc., and Brenntag Pacific, Inc. 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 chemicals needed at the time the chemicals are 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 June 3, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 8, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc.

RESOLUTION 20-48

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE FIVE YEAR MULTI-TASK AGREEMENT FOR
PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH UNIVAR USA, INC.**

(reference Staff Report #166:20)

WHEREAS, purchase of various chemicals are required from time to time at all facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Univar USA, Inc. is a provider of these various chemicals; and

WHEREAS, NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc. on June 21, 2018; and

WHEREAS, On August 22, 2019 Univar USA, Inc. notified NCPA of their intention to change their name to Univar Solutions, Inc., effective September 1 2019; and

WHEREAS, NCPA now desires to enter into a First Amendment with Univar USA, Inc. to amend the current agreement and reflect the supplier's name change to Univar Solutions, Inc. with no change to any of the other terms and conditions of the Agreement; 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 First Amendment to the Five Year Multi-Task Agreement For Purchase Of Equipment, Materials And Supplies with Univar USA, Inc. with any non-substantial changes as approved by the NCPA General Counsel, changing the vendor name to Univar Solutions, Inc., for continued use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
CHEMICALS
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UNIVAR USA INC.**

This Agreement for Purchase of Chemicals ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Univar USA Inc., ("Supplier"), whose principal office is located at 3075 Highland Parkway, #200, Downers Grove, IL 60515 (together sometimes referred to as the "Parties") as of June 21, 2018 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title and risk of loss shall not pass until the Agency accepts delivery at this Site. Such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A. Either party may terminate this Agreement at any time upon 60 days' prior written notice.

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

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a

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

- 5.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. Amounts owing to or payable by either party under this Agreement shall be deemed finally reconciled on the first anniversary of the final delivery under this Agreement and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.. All invoices shall be submitted to:

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

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

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

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

loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

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

6.5 All Policies Requirements.

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

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

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

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

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

Section 7. WARRANTY. Supplier warrants that all Goods meet Supplier's specifications at the time of delivery; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and are not subject to any liens or encumbrances. SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

If the Goods provided by Supplier under this Agreement fail to meet Supplier's warranty, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

8.2 Scope. Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Supplier, its officers, officials, agents, and employees, except as caused by the sole 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.

Supplier's liability is exclusively limited to the purchase price of the Goods or the applicable insurance limits, whichever is greater, that are the subject of Agency's claim. Neither party is liable for consequential, special or incidental damages.

8.3 Transfer of Title. Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications if the spill or release occurs prior to Agency's acceptance of the Goods. Should Supplier be required to

remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

9.13 Contract Administrator. This Agreement shall be administered by 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.

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

Univar USA Inc.
Attn: Craig Colbert
2256 Junction Ave.
San Jose, CA 95131-1216

With a copy to:

Univar USA, Inc.
Attn: Legal & Corporate Affairs
17411 NE Union Hill Road
Redmond, WA 98052

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

- 9.18 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date: 6/21/18

Randy S. Howard
RANDY S. HOWARD, General Manager

UNIVAR USA INC.

Date: 5-30-18

Sara Stewart
SARA STEWART, General Manager

Attest:

Chris Padgett
Assistant Secretary of the Commission

Approved as to Form:

Jane Luckhardt
Jane Luckhardt, General Counsel



EXHIBIT A

PURCHASE LIST

As requested by Agency, Supplier shall provide the following listed Goods, but not limited to the following, as requested by Agency at any one of its facility locations:

Chemical
Peroxide
Caustic Soda 15%
Soda Ash Dense
Lime 90%
Mag Ox 36%
Sulfuric Acid 93%
Sodium Hypochlorite 12.5% (Bleach)
Magnesium Sulfate 30%
Sodium Bisulfite 12% (Nalco PC?408)
Phosphoric Acid 70% (Nalco PC 185)
Aqua Ammonia
Sodium Hydroxide 15%
Additional products not listed above to be provided as requested in writing by NCPA facilities.

Additional products not listed above to be provided as requested in writing by NCPA facilities.

Supplier's deliveries shall be made by a vehicle suitable constructed to contain chemicals meeting Agency's product specifications. All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change. Pricing for goods shall be quoted by Supplier at the time the product is requested. Total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount as set forth in Section 5 (Compensation) of this Agreement.

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, Sara Stewart, General Manager

(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

Univar

(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]

(Signature of officer or agent)

Dated this 30th day of May, 2018.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Sara Stewart, General Manager,

(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,

Univar

(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]
(Signature of officer or agent)

Dated this 30th day of May, 2018

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.



**FIRST AMENDMENT TO MULTI-TASK AGREEMENT FOR PURCHASE OF CHEMICALS
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND UNIVAR USA, INC.
CHANGING NAME TO UNIVAR SOLUTIONS, INC.**

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Chemicals is entered into by and between the Northern California Power Agency ("Agency") and Univar Solutions, Inc., ("Supplier") (collectively referred to as "the Parties") as of _____, 2020.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Chemicals dated effective June 21, 2018, (the "Agreement") for Supplier to provide various chemicals for the Agency; and

WHEREAS, effective September 1, 2019, Univar USA, Inc. changed its name to Univar Solutions, Inc. and the Agency desires to amend the Agreement to reflect the change of Supplier's name to Univar Solutions, Inc. ; and

WHEREAS, the Agency now desires to amend Section 9.14 entitled "Notices" of the Agreement to reflect change of the Supplier's name; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 9.20 all changes to the Agreement must be in writing and signed by all the Parties; and

WHEREAS, Univar Solutions, Inc. consents to the amendment;

NOW, THEREFORE, the Parties agree as follows:

1. As of the Amendment Effective Date, the preamble to the Agreement is replace in its entirety as follow:

"This Agreement for Purchase of Chemicals ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Univar Solutions, Inc., ("Supplier"), whose principal office is located at 3075 Highland Parkway, #200, Downers Grove, IL 60515 (together sometimes referred to as the "Parties") as of June 21, 2018 ("Effective Date") in Roseville, California."

2. As of the Amendment Effective Date, Section 9.14 Notices is replaced in its entirety as follows:

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

Univar Solutions, Inc.
Attn: Craig Colbert
2256 Junction Ave.
San Jose, CA 95131-1216

With a copy to:

Univar Solutions, Inc.
Attn: Legal & Corporate Affairs
17411 NE Union Hill road
Redmond, WA 98052

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

3. Agency hereby approves the name change of the Agreement from Univar USA, Inc. to Univar Solutions, Inc., Supplier.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR SOLUTIONS, INC.

RANDY S. HOWARD, General Manager

SARA STEWART, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



16

Commission Staff Report

June 12, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Admission of Palo Alto as a new Amended and Restated Market Purchase Program Agreement Participant

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>72</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

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

RESOLUTION 20-49

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING ADMISSION OF PALO ALTO AS A NEW AMENDED AND RESTATED
MARKET PURCHASE PROGRAM AGREEMENT PARTICIPANT**

(reference Staff Report #167:20)

WHEREAS, pursuant to the Amended and Restated Market Purchase Program Agreement (MPP Agreement), NCPA may act on behalf of MPP Agreement Participants to transact energy and energy related commodities; and

WHEREAS, Palo Alto has expressed its desire to become a MPP Agreement Participant; and

WHEREAS, Section 11.1 of the MPP Agreement states that a Member may execute the MPP Agreement and become a MPP Agreement Participant provided that such joinder is approved by the NCPA Commission; and

WHEREAS, upon becoming a MPP Participant, Palo Alto will participate in the program pursuant to the terms and conditions as set forth in the MPP Agreement; and

WHEREAS, NCPA's administrative costs for development and administration of the MPP Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Palo Alto as a new Participant as defined under the Amended and Restated Market Purchase Program Agreement, upon Palo Alto's execution of the Amended and Restated Market Purchase Program Agreement.

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-49 authorizing Palo Alto to become a Participant as defined under the Amended and Restated Market Purchase Program Agreement (MPP Agreement), upon Palo Alto's execution of the MPP Agreement.

BACKGROUND:

Pursuant to the MPP Agreement, NCPA may act on behalf of MPP Agreement Participants to transact energy and energy related commodities. Palo Alto has expressed its desire to become a MPP Agreement Participant.

DISCUSSION:

Section 11.1 of the MPP Agreement states that a Member may execute the MPP Agreement and become a MPP Agreement Participant provided that such joinder is approved by the NCPA Commission. Upon becoming a MPP Participant, Palo Alto will participate in the program pursuant to the terms and conditions as set forth in the MPP Agreement.

FISCAL IMPACT:

NCPA's administrative costs for development and administration of the MPP Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

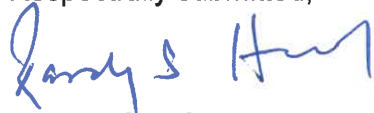
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on June 3, 2020 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 20-49

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

June 15, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Approval of Amendment 5 to Contract 96-SNR-00110 (O&M Funding Agreement)

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>72</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

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

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 20-50 approving Amendment 5 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Amendment 5 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Amendment 5 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

BACKGROUND:

The Agreement for the Funding and Operation and Maintenance for Central Valley Project Power Facilities (O&M Funding Agreement or Contract 96-SNR-00110) was established to allow Central Valley Project (CVP) customers the ability to provide advanced funding for specific operations, maintenance, and capital projects related to CVP facilities. Such funds are used to ensure CVP facilities are maintained to enhance reliability for delivery of Base Resource products to NCPA Members.

DISCUSSION:

NCPA's authority to act on behalf of Pool Members¹ (or Assigning Members) is provided through the Assignment Administration Agreement (AAA Agreement), and certain actions taken by NCPA on behalf of the Pool Members, including the actions recommended herein, requires prior Commission authorization pursuant to an affirmative vote of all Assigning Members.

Amendment 5 to Contract 96-SNR-00110 will modify Section 10 of Contract 96-SNR-00110, in which the rules and responsibilities of the O&M Funding Agreement Governance Board are described. Amendment 5 to Contract 96-SNR-00110 will provide clarity regarding the process used by the O&M Funding Agreement Governance Board for filling vacancies within a defined customer group, if a customer group fails to elect or appoint a new member to fill a vacancy as further described in Contract 96-SNR-00110.

A copy of Amendment 5 to Contract 96-SNR-00110 is attached to this staff report for your reference.

FISCAL IMPACT:

NCPA's administrative costs for processing Amendment 5 to Contract 96-SNR-00110 will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

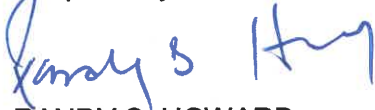
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

¹ The Pool Members include the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto and Ukiah, and the Port of Oakland and Plumas Sierra Rural Electric Cooperative.

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on June 3, 2020 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-50
- Amendment 5 to Contract 96-SNR-00110

RESOLUTION 20-50

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING AMENDMENT 5 TO CONTRACT 96-SNR-00110

(reference Staff Report #168:20)

WHEREAS, the Agreement for the Funding and Operation and Maintenance for Central Valley Project Power Facilities (O&M Funding Agreement or Contract 96-SNR-00110) was established to allow Central Valley Project (CVP) customers the ability to provide advanced funding for specific operations, maintenance, and capital projects related to CVP facilities, and such funds are used to ensure CVP facilities are maintained to enhance reliability for delivery of Base Resource products to NCPA Members; and

WHEREAS, NCPA's authority to act on behalf of Pool Members¹ (or Assigning Members) is provided through the Assignment Administration Agreement (AAA Agreement), and certain actions taken by NCPA on behalf of the Pool Members, including the actions recommended herein, requires prior Commission authorization pursuant to an affirmative vote of all Assigning Members; and

WHEREAS, Amendment 5 to Contract 96-SNR-00110 will modify Section 10 of Contract 96-SNR-00110, in which the rules and responsibilities of the O&M Funding Agreement Governance Board are described; and

WHEREAS, Amendment 5 to Contract 96-SNR-00110 will provide clarity regarding the process used by the O&M Funding Agreement Governance Board for filling vacancies within a defined customer group, if a customer group fails to elect or appoint a new member to fill a vacancy as further described in Contract 96-SNR-00110; and

WHEREAS, NCPA's administrative costs for processing Amendment 5 to Contract 96-SNR-00110 will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 20-50 approving Amendment 5 to Contract 96-SNR-00110, and authorizes the General Manager of NCPA to execute Amendment 5 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Amendment 5 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

¹ The Pool Members include the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto and Ukiah, and the Port of Oakland and Plumas Sierra Rural Electric Cooperative.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 5

TO THE
AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

WITH

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION

AND
CENTRAL VALLEY PROJECT CUSTOMERS

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 5

TO THE

AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

WITH

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION

AND

CENTRAL VALLEY PROJECT CUSTOMERS

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
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4.	Term of Amendment.....	2
5.	Modification of Section 10 (Governance Board) of the Agreement for the Funding of Operation and Maintenance for CVP Facilities.....	2
6.	Agreement for the Funding of Operation and Maintenance for CVP Facilities to Remain in Effect	4-18
7.	Authority to Execute	4-18

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 5

TO THE

AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

WITH

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION

AND

CENTRAL VALLEY PROJECT CUSTOMERS

1. PREAMBLE:

This Amendment 5 to Agreement 96-SNR-00110 (Primary Agreement) is made this _____ day of _____, 20____, among the UNITED STATES OF AMERICA, (United States) (i) acting by and through Western Area Power Administration, Department of Energy (Western) and (ii) acting by and through Bureau of Reclamation, Department of the Interior (Reclamation); and the Central Valley Project (CVP) preference power customers signing this Amendment as set forth in Exhibit A of the Primary Agreement, all collectively called Parties.

2. EXPLANATORY RECITALS:

2.1 The Parties entered into the Primary Agreement on November 12, 1997.

///

///

///

1 2.2 Section 10 of the Primary Contract defines the rules and responsibilities of
2 the Governance Board, including the composition of the Governance Board
3 members.

4
5 2.3 The Parties have determined they need clarity on how to fill vacancies on
6 the Governance Board and they need to ensure full membership on the
7 Governance Board.

8
9 **3. AGREEMENT:**

10 The Parties agree to the terms and conditions set forth herein.
11

12 **4. TERM OF AMENDMENT:**

13 This Amendment shall become effective upon execution and shall remain in effect
14 concurrently with the Primary Agreement.
15

16 **5. MODIFICATION OF SECTION 10 (GOVERNANCE BOARD) OF THE**
17 **AGREEMENT FOR THE FUNDING OF OPERATIONS AND MAINTENANCE FOR**
18 **CVP FACILITIES:**

19 5.1 The following subsection of Section 10 of the Primary Agreement is
20 hereby modified as shown below:

21 "10.1.4.3 An election to fill any Customer Governance Board member
22 vacancy shall be held prior to or at the next scheduled Governance Board
23 meeting. If a vacancy occurs in a Customer group (defined in 10.1.3), Western
24 will provide notice to that Customer group and the Customer group will have
25 forty-five (45) days to elect a new Governance Board member. Western may
26 extend that time if requested by the Customer group. If a Customer group fails
27 to elect a Governance Board member as provided, the Governance Board may

28 ///

1 fill the vacancy by appointing a Customer that is not already on the Governance
2 Board. The Governance Board first will attempt to appoint a Customer from the
3 Customer group having the vacancy. However, if there is not an eligible
4 Customer that meets the criteria of the group or if there is no eligible Customer
5 from the group that expresses an interest in participating on the Governance
6 Board for the vacant position, the Governance Board may appoint a Customer
7 from any group to fill the vacant position. The Governance Board must vote on
8 any appointment at a scheduled Governance Board meeting before that
9 appointee becomes a member of the Governance Board.”

10
11 5.2 The following new subsection is added to Section 10 of the Primary
12 Agreement:

13 “10.4.4 Vacancy: The Governance Board may vote to fill a vacancy as provided
14 in Section 10.1.4.3. Any vote to fill a vacancy shall be done under the voting
15 procedures in 10.2.2 but shall not be subject to a call for a percentage vote. For
16 clarity, the voting process applies only if a Customer group fails to elect a
17 Governance Board member within the time provided in 10.4.1.3.”

18
19 **6. PRIMARY AGREEMENT TO REMAIN IN EFFECT:**

20 Except as expressly modified by this Amendment and as previously amended, said
21 Primary Agreement shall remain in full force and effect, and this Amendment shall be
22 subject to all provisions of the Primary Agreement, except as herein amended.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party. The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

This Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment may be detached by any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

By: Sonja A. Anderson
 Title: Vice President of Power Marketing for
Sierra Nevada Region
 Address: 114 Parkshore Drive
Folsom, CA 95630

1 **7. AUTHORITY TO EXECUTE:**

2 Each individual signing this Amendment certifies that the Party represented has duly
3 authorized such individual to execute this Amendment that binds and obligates the
4 Party. The Parties agree that this Amendment may be executed by handwritten
5 signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or
6 digital signature is the same as a handwritten signature and shall be considered valid
7 and acceptable.

8
9 **8. EXECUTION BY COUNTERPARTS:**

10 This Amendment may be executed in any number of counterparts and, upon execution
11 and delivery by each Party, the executed and delivered counterparts together shall
12 have the same force and effect as an original instrument as if all Parties had signed the
13 same instrument. Any signature page of this Amendment may be detached by any
14 counterpart of this Amendment without impairing the legal effect of any signatures
15 thereon, and may be attached to another counterpart of this Amendment identical in
16 form hereto, by having attached to it one or more signature pages.

17
18 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
19 executed the day and year first above written.

20
21 BAY AREA RAPID TRANSIT DISTRICT

22
23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

1 **7. AUTHORITY TO EXECUTE:**

2 Each individual signing this Amendment certifies that the Party represented has duly
3 authorized such individual to execute this Amendment that binds and obligates the
4 Party. The Parties agree that this Amendment may be executed by handwritten
5 signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or
6 digital signature is the same as a handwritten signature and shall be considered valid
7 and acceptable.
8

9 **8. EXECUTION BY COUNTERPARTS:**

10 This Amendment may be executed in any number of counterparts and, upon execution
11 and delivery by each Party, the executed and delivered counterparts together shall
12 have the same force and effect as an original instrument as if all Parties had signed the
13 same instrument. Any signature page of this Amendment may be detached by any
14 counterpart of this Amendment without impairing the legal effect of any signatures
15 thereon, and may be attached to another counterpart of this Amendment identical in
16 form hereto, by having attached to it one or more signature pages.
17

18 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
19 executed the day and year first above written.
20

21 **BYRON-BETHANY IRRIGATION DISTRICT**

22
23 By: _____

24 Attest:

Title: _____

25 By: _____

Address: _____

26 Title: _____

Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party. The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

This Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment may be detached by any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

By: _____

Title: _____

Address: _____

Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party. The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

Title: _____

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

By: _____

Title: _____

Address: _____

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

1 **7. AUTHORITY TO EXECUTE:**

2 Each individual signing this Amendment certifies that the Party represented has duly
3 authorized such individual to execute this Amendment that binds and obligates the
4 Party. The Parties agree that this Amendment may be executed by handwritten
5 signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or
6 digital signature is the same as a handwritten signature and shall be considered valid
7 and acceptable.

8
9 **8. EXECUTION BY COUNTERPARTS:**

10 This Amendment may be executed in any number of counterparts and, upon execution
11 and delivery by each Party, the executed and delivered counterparts together shall
12 have the same force and effect as an original instrument as if all Parties had signed the
13 same instrument. Any signature page of this Amendment may be detached by any
14 counterpart of this Amendment without impairing the legal effect of any signatures
15 thereon, and may be attached to another counterpart of this Amendment identical in
16 form hereto, by having attached to it one or more signature pages.

17
18 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
19 executed the day and year first above written.

20
21 POWER AND WATER RESOURCES
22 POOLING AUTHORITY

23 By: _____

24 Attest: _____ Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party. The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

Title: _____

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

By: _____

Title: _____

Address: _____

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

Title: _____

7. AUTHORITY TO EXECUTE:

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

7. AUTHORITY TO EXECUTE:

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

CITY OF SANTA CLARA
DBA SILICON VALLEY POWER

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party. The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

Title: _____

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

TURLOCK IRRIGATION DISTRICT

By: _____

Attest:

Title: _____

By: _____

Address: _____

Title: _____

Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party. The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____



Commission Staff Report

June 16, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Amendment No. 1 to the Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc.

AGENDA CATEGORY: Discussion/Action

FROM:	Tony Zimmer <i>ZZ</i>	METHOD OF SELECTION:
	AGM, Power Management	<i>Competitive Pricing Process</i>
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

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

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-51 authorizing the General Manager of NCPA to execute Amendment No. 1 to the Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc., on behalf of NCPA, including any non-substantive modifications to the Consulting Services Agreement approved by NCPA's General Counsel.

BACKGROUND:

The cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group ("BAMx" or "BAMx Members"). Under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO. The BAMx Members previously requested NCPA to enter into a consulting services arrangement on their behalf with Flynn Resource Consultants Inc. ("Flynn RCI"), under which Flynn RCI would act as project manager and shall coordinate the efforts of BAMx. In response to this request and after conducting a competitive pricing process, pursuant to Commission Resolution 17-51, NCPA entered into a Professional Services Agreement¹ with the BAMx Members ("Professional Services Agreement"), and a Consulting Services Agreement² with Flynn RCI ("Consulting Services Agreement"), under which the services requested could be provided.

DISCUSSION:

The original term of the Professional Services Agreement and Consulting Services Agreement is set to expire on June 30, 2020. NCPA staff have been working with BAMx Members' staff for a number of months to replace the current agreements with new agreements. The process of developing new agreements is not yet complete. Thus, the BAMx Members have requested NCPA extend the term of the Professional Services Agreement and Consulting Services Agreement through December 31, 2020, to allow for the continuation of services, and to allow sufficient time for the BAMx Members and NCPA to develop new contracts to support on-going activities of BAMx after such extended term. In response to this request, NCPA staff, working in coordination with the BAMx Members, has developed Amendment No. 1 to the Consulting Services Agreement to extend the term of the agreement through December 31, 2020.

Amendment No. 1 to the Consulting Services Agreement is attached to this staff report for your reference.

FISCAL IMPACT:

Pursuant to the terms and conditions of the Consulting Services Agreement, total expenditures authorized under the Consulting Services Agreement shall not exceed \$1,950,000 during the term of the agreement, or \$650,000 during each annual period of the term of the agreement. Payments for services provided under the Consulting Services Agreement are accounted for in the NCPA annual budget, and all costs incurred for the services shall be allocated to the BAMx Members.

¹ Contract ID PM-VEN-2017-005 with an Effective Date of July 1, 2017

² Contract ID PM-AGY-2017-006 with an Effective Date of July 1, 2017

Amendment No. 1 to the Consulting Services Agreement does not increase the expenditure limits originally established in the Consulting Services Agreement.

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:

- Resolution 20-51
- Amendment No. 1 to the Consulting Services Agreement between NCPA and Flynn Resource Consultants, Inc.

RESOLUTION 20-51

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT BETWEEN NCPA AND FLYNN RESOURCE CONSULTANTS INC.

(reference Staff Report #170:20)

WHEREAS, the cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group ("BAMx" or "BAMx Members"); and

WHEREAS, under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO; and

WHEREAS, the BAMx Members previously requested NCPA to enter into a consulting services arrangement on their behalf with Flynn Resource Consultants Inc. ("Flynn RCI"), under which Flynn RCI would act as project manager and shall coordinate the efforts of BAMx; and

WHEREAS, in response to this request and after conducting a competitive pricing process, pursuant to Commission Resolution 17-51, NCPA entered into a Professional Services Agreement¹ with the BAMx Members ("Professional Services Agreement"), and a Consulting Services Agreement² with Flynn RCI ("Consulting Services Agreement"), under which the services requested could be provided; and

WHEREAS, the original term of the Professional Services Agreement and Consulting Services Agreement is set to expire on June 30, 2020; and

WHEREAS, NCPA staff have been working with BAMx Members' staff for a number of months to replace the current agreements with new agreements, and the process of developing new agreements is not yet complete; and

WHEREAS, thus, the BAMx Members have requested NCPA extend the term of the Consulting Services Agreement through December 31, 2020, to allow for the temporary continuation of services, and to allow sufficient time for the BAMx Members and NCPA to develop new contracts to support on-going activities of BAMx after such extended term; and

WHEREAS, in response to this request, NCPA staff, working in coordination with the BAMx Members, has developed Amendment No. 1 to the Consulting Services Agreement to extend the term of the agreement through December 31, 2020; and

WHEREAS, Amendment No. 1 to the Consulting Services Agreement does not increase the expenditure limits originally established in the Consulting Services Agreement; and

WHEREAS, payments for services provided under the Consulting Services Agreement are accounted for in the NCPA annual budget, and all costs incurred for the services shall be allocated to the BAMx Members; and

¹ Contract ID PM-VEN-2017-005 with an Effective Date of July 1, 2017

² Contract ID PM-AGY-2017-006 with an Effective Date of July 1, 2017

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Amendment No. 1 to the Consulting Services Agreement, and authorizes the General Manager of NCPA to execute Amendment No. 1 to the Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc., on behalf of NCPA, including any non-substantive modifications to the Consulting Services Agreement approved by NCPA’s General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

**CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FLYNN RESOURCE CONSULTANTS INC.**

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment No. 1") to the Consulting Services Agreement between the Northern California Power Agency ("Agency") and Flynn Resource Consultants Inc. ("Consultant"), each individually a "Party" and collectively the "Parties", dated as of July 1, 2017, as such may be amended from time to time, (the "Agreement") is made this ____ day of _____, 20__ with reference to the following facts, among other:

- A. Pursuant to the terms and conditions of the Agreement, Consultant supplies certain Services to the Agency.
- B. Pursuant to Section 1.1 of the Agreement, the term of the Agreement shall begin on the Effective Date of the Agreement, and shall end when Consultant completes the Services, or no later than June 30, 2020 whichever is shorter.
- C. The Parties desire to amend the Agreement to extend the term of the Agreement to end when Consultant completes the Services, or no later than December 31, 2020 whichever is shorter.

NOW THEREFORE, THE PARTIES AGREE as follows:

- 1. Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

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 December 31, 2020 whichever is shorter.

- 2. Exhibit B (Compensation Schedule and Hourly Fees) includes the compensation schedule and hourly fees for Services. Notwithstanding the terms and conditions set forth in Exhibit B of the Agreement, the hourly rates for each stated labor category and the monthly cost for use of specialized modeling software and/or tools shall not increase by three percent (3%) effective July 1, 2020; rather, the hourly rates for each labor category and monthly cost for use of specialized modeling software and/or tools applicable for the period of July 1, 2020 through December 31, 2020 shall be equal to the hourly rates for each labor category and monthly cost for use of specialized modeling software and/or tools that were in effect for the period of July 1, 2019 through June 30, 2020.

Except as otherwise specifically provided herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be duly executed by and through their respective authorized representatives as of the date hereinabove written.

NORTHERN CALIFORNIA POWER AGENCY

FLYNN RESOURCE CONSULTANTS, INC.

RANDY S. HOWARD, General Manager

Douglas A. Boccignone, Chief Financial
Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel



Commission Staff Report

June 16, 2020

COMMISSION MEETING DATE: June 25, 2020

SUBJECT: Amendment No. 1 to the Professional Services Agreement between NCPA and the BAMx Participants

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:		
All Members <input 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:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-52 authorizing the General Manager of NCPA to execute Amendment No. 1 to the Professional Services Agreement between NCPA and the cities of Palo Alto and Santa Clara, on behalf of NCPA, including any non-substantive modifications to Amendment No. 1 to the Professional Services Agreement approved by NCPA's General Counsel.

BACKGROUND:

The cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group ("BAMx" or "BAMx Members"). Under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO. The BAMx Members previously requested NCPA to enter into a consulting services arrangement on their behalf with Flynn Resource Consultants Inc. ("Flynn RCI"), under which Flynn RCI would act as project manager and shall coordinate the efforts of BAMx. In response to this request and after conducting a competitive pricing process, pursuant to Commission Resolution 17-51, NCPA entered into a Professional Services Agreement¹ with the BAMx Members ("Professional Services Agreement"), and a Consulting Services Agreement² with Flynn RCI ("Consulting Services Agreement"), under which the services requested could be provided.

DISCUSSION:

The original term of the Professional Services Agreement and Consulting Services Agreement is set to expire on June 30, 2020. NCPA staff has been working with BAMx Members' staff for a number of months to replace the current agreements with new agreements. The process of developing new agreements is not yet complete. Thus, the BAMx Members have requested NCPA extend the term of the Professional Services Agreement and Consulting Services Agreement through December 31, 2020, to allow for the continuation of services, and to allow sufficient time for the BAMx Members and NCPA to develop new contracts to support on-going activities of BAMx after such extended term. In response to this request, NCPA staff, working in coordination with the BAMx Members, has developed Amendment No. 1 to the Professional Services Agreement to extend the term of the agreement through December 31, 2020.

Amendment No. 1 to the Professional Services Agreement is attached to this staff report for your reference.

FISCAL IMPACT:

Pursuant to the terms and conditions of the Professional Services Agreement, NCPA will invoice the BAMx Members \$625 each month for related billing services under the Professional Services Agreement. Payments for services provided under the Professional Services Agreement are accounted for in the NCPA annual budget, and all costs incurred for the services shall be allocated to the BAMx Members.

¹ Contract ID PM-VEN-2017-005 with an Effective Date of July 1, 2017

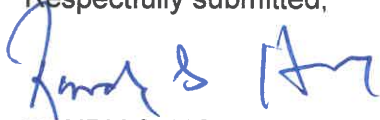
² Contract ID PM-AGY-2017-006 with an Effective Date of July 1, 2017

Amendment No. 1 to the Professional Services Agreement does not increase the expenditure limits originally established in the Professional Services Agreement.

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:

- Resolution 20-52
- Amendment No. 1 to the Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara (the "BAMx Agreement")

RESOLUTION 20-52

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN NCPA AND THE BAY AREA MUNICIPAL TRANSMISSION (BAMx) PARTICIPANTS

(reference Staff Report #171:20)

WHEREAS, the cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group (“BAMx” or “BAMx Members”); and

WHEREAS, under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO; and

WHEREAS, the BAMx Members previously requested NCPA to enter into a consulting services arrangement on their behalf with Flynn Resource Consultants Inc. (“Flynn RCI”), under which Flynn RCI would act as project manager and shall coordinate the efforts of BAMx; and

WHEREAS, in response to this request and after conducting a competitive pricing process, pursuant to Commission Resolution 17-51 NCPA entered into a Professional Services Agreement¹ with the BAMx Members (“Professional Services Agreement”), and a Consulting Services Agreement² with Flynn RCI (“Consulting Services Agreement”), under which the services requested could be provided; and

WHEREAS, the original term of the Professional Services Agreement and Consulting Services Agreement is set to expire on June 30, 2020; and

WHEREAS, NCPA staff has been working with BAMx Members’ staff for a number of months to replace the current agreements with new agreements, and the process of developing new agreements is not yet complete; and

WHEREAS, thus, the BAMx Members have requested NCPA extend the term of the Professional Services Agreement through December 31, 2020, to allow for the temporary continuation of services, and to allow sufficient time for the BAMx Members and NCPA to develop new contracts to support on-going activities of BAMx after such extended term; and

WHEREAS, in response to this request, NCPA staff, working in coordination with the BAMx Members, has developed Amendment No. 1 to the Professional Services Agreement to extend the term of the agreement through December 31, 2020; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement does not increase the expenditure limits originally established in the Professional Services Agreement; and

WHEREAS, payments for services provided under the Professional Services Agreement are accounted for in the NCPA annual budget, and all costs incurred for the services shall be allocated to the BAMx Members; and

¹ Contract ID PM-VEN-2017-005 with an Effective Date of July 1, 2017

² Contract ID PM-AGY-2017-006 with an Effective Date of July 1, 2017

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Amendment No. 1 to the Professional Services Agreement, and authorizes the General Manager of NCPA to execute Amendment No. 1 to the Professional Services Agreement between NCPA and the cities of Palo Alto and Santa Clara, on behalf of NCPA, including any non-substantive modifications to Amendment No. 1 to the Professional Services Agreement approved by NCPA’s General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND THE CITIES OF PALO ALTO AND SANTA CLARA
(THE "BAY AREA MUNICIPAL TRANSMISSION SERVICES AGREEMENT" OR "BAMx
AGREEMENT")**

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment No. 1") to the Professional Services Agreement between the Northern California Power Agency ("NCPA"), a joint powers agency, and the Cities of Palo Alto and Santa Clara (each referred to as a "Contracting Member" and jointly referred to as "Contracting Members" or "BAMx Participants"), each individually a "Party" and collectively the "Parties", dated as of July 1, 2017, as such may be amended from time to time, (the "Agreement") is made this ____ day of _____, 20__ with reference to the following facts, among other:

- A. Pursuant to the terms and conditions of the Agreement, NCPA provides Services to the Contracting Members.
- B. Pursuant to Section 4.2 of the Agreement, the term of the Agreement shall begin on the Effective Date of the Agreement, and shall end on June 30, 2020.
- C. The Parties desire to amend the Agreement to extend the term of the Agreement to end on December 31, 2020.

NOW THEREFORE, THE PARTIES AGREE as follows:

- 1. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

Term. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2020.

Except as otherwise specifically provided herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be duly executed by and through their respective authorized representatives as of the date hereinabove written.

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

CONTRACTING MEMBERS:

CITY OF PALO ALTO

CITY OF SANTA CLARA

Name, Title

Name, Title

Attest:

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Approved as to Form:

Counsel

Counsel