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Minutes - DRAFT

Date: June 25, 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 May 28, 2020, Regular Commission Meeting

Motion: A motion was made by John Allard and seconded by Teresa O'Neill to approve the Minutes of the May 28, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Lompoc, Plumas-Sierra REC, Port of Oakland, Truckee Donner, and Ukiah 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 cases in Placer County. Did have an employee whose family member tested positive with the virus. Had a cleaning company disinfect the employee's office and other common areas in the building, as well as sent employees home that were exposed to this individual. Have asked the employees to continue to follow health and safety protocols such as physical distancing and wearing a face mask when moving through all Agency facilities. Began allowing limited visitors into the HQ office, but have strongly encouraged video or teleconference meetings.
- The Executive Committee agreed to cancel this year's Annual Conference due to travel and other related restrictions due to COVID-19. However, the Committee did agree to continue the speaker's series and suggested adding industry topics to the series. The Committee also has a

strong desire to move forward with updating the Strategic Plan through a “Zoom” meeting process.

- The Lodi Energy Center went online last week and has already been called upon for service by the California Independent System Operator.
- Held a call with Debbie Powell, Pacific Gas and Electric, regarding all things wildfire.

4. Executive Committee

Committee Chair Frith reported the Executive Committee met once, via Zoom meeting, since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and was provided an update on the NCPA Salary Survey. The Executive Committee discussed and agreed to reappoint Commissioner Mark Chandler as Chair of the Legislative and Regulatory Affairs Committee (L&R Committee) and Commissioner Kristen Schreder as Vice Chair. L&R Committee officers will take office at the regular scheduled Committee meeting in September 2020.

The Committee also discussed and agreed to reappoint Commissioner Greg Scharff as Chair of the NCPA Finance Committee. Finance Chair will take office at the regular scheduled Commission meeting in September 2020.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed Consent items 14-17 on today's agenda. A quorum of the Committee was established. The Committee did recommend Commission approval of all items.

6. Finance Committee

Finance Committee Chair Greg Scharff reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled for August 11, 2020.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee met in Closed Session, with no reportable action taken on those items. The Committee also discussed and reviewed procurement regarding the draft South Feather River Power Purchase Agreement. The next meeting is scheduled on July 2, 2020.

8. Legislative & Regulatory Affairs Committee

L&R Committee Chair Mark Chandler reported that the Committee did not meet since the last Commission Meeting. The L&R Committee and members participated in the Agency's ongoing L&R Committee Speakers' Series where members meet, via Zoom, with key policymakers. The L&R Committee is also conducting several virtual visits with staff from the congressional delegation. All members have submitted their wildfire mitigation plans to the state Wildfire Safety Advisory Board. NCPA and utilities from California, Oregon, and Washington announced completion of a jointly funded study on the potential electrification of the Interstate-5 corridor for medium and heavy duty long-haul trucks. State Cap-and-Trade program will be removed from the State Budget. 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. *Item 17 was pulled from the Agenda due to a lack of a unanimous vote of the Pool Participants. This item will be agenized at the July meeting for consideration and approval.*

Motion: A motion was made by John Allard and seconded by Jerry Serventi 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, Lompoc, Plumas-Sierra REC, Port of Oakland, and Truckee Donner were absent.

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

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

12. Disposal of NCPA Surplus Property – note and file by all members the disposal of miscellaneous past event decorations.

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

13. Amended 2020 Committee Meeting Calendar – approve by all members the Amended 2020 Committee Meeting Calendar by all members.

14. Resolution 20-47, 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 – adopt resolution by all members 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.

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.

15. Resolution 20-48, 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 – adopt resolution by all members 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.

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.
Redding abstained.

16. Resolution 20-49, Admission of Palo Alto as a new Amended and Restated Market Purchase Program Agreement Participant – adopt resolution by all members 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.

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.

Redding and Shasta Lake abstained.

17. THIS ITEM WAS PULLED AND TABLED TO THE JULY COMMISSION MEETING - A UNANIMOUS VOTE OF THE POOL PARTICIPANTS WAS NOT ESTABLISHED -- Resolution 20-50, Approval of Amendment 5 to Contract 96-SNR-00110 (O&M Funding Agreement) – adopt resolution by all members 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.

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.

DISCUSSION / ACTION ITEMS

18. Resolution 20-51, Amendment No. 1 to the Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc. – adopt resolution by all members 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.

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

Assistant General Manager Tony Zimmer gave a presentation and provided a background on the Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc., and the Professional Services Agreement between NCPA and the Bay Area Municipal Transmission Group (BAMx Members).

Motion: A motion was made by Teresa O’Neil, and seconded by Jerry Serventi to adopt resolution 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. Motion carried by a majority of those members present. *San Francisco BART, Plumas-Sierra REC, Port of Oakland, and Truckee Donner were absent.*
Redding and Roseville abstained.

19. Resolution 20-52, Amendment No. 1 to the Professional Services Agreement between NCPA and the BAMx Participants – adopt resolution by all members 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. **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. Amendment No. 1 to the Professional Services Agreement does not increase the expenditure limits originally established in the Professional Services Agreement.

Motion: A motion was made by Mark Chandler and seconded by Teresa O'Neill to adopt resolution 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. Motion carried by a majority of those members present. *San Francisco BART, Plumas-Sierra REC, Port of Oakland, and Truckee Donner were absent. Redding and Roseville abstained.*

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

20. 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.

21. 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.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the original call/meeting.

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 June 25, 2020, Commission meeting was adjourned at 11:03 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

Northern California Power Agency
ROLL CALL VOTE

Topic: *Minutes*

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

Passed and adopted this 25th day of June 2020, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary



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: June 25, 2020

Consent Items Listed on the Agenda: # 10 to # 17

Consent Items Removed from the Agenda and Approved Separately:


17

ROLL-CALL VOTE BY MEMBERS:

Rosvi Alameda

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
San Francisco BART			X
Biggs		X	
Gridley		Y	
Healdsburg		X	
Lodi		Y	
Lompoc			X
Palo Alto		Y	
Port of Oakland			X
Redding	<u>15, 16</u>	Y	
Roseville		Y	
Santa Clara		Y	
Shasta Lake	<u>15</u>	X	
Truckee Donner			X
Ukiah		X	
Plumas-Sierra			X

ATTEST:



 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
Commission Meeting / Teleconference
June 25, 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	Paul Eckert
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	
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
June 25, 2020
Attendance List**

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

NAME	AFFILIATION
Nico Procos	Alameda
Bo Sheppard	Biggs
Jeff Berkheimer	Lodi
Dan Beans	Redding
Michelle Bertolino	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



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Commission Staff Report

AGENDA ITEM NO.: **5**

Date: July 23, 2020
To: NCPA Commission
Subject: July 1, 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: July 6, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: July 1, 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 9:02 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), Jiayo Chiang (Lodi), Tikan Singh (Lompoc), Poorvi Rau, and Jim Stack (Palo Alto), Nick Rossow (Redding) Basil Wong, Monica Nguyen, and Eric Shum (Santa Clara), and Owen Goldstrom, and Willie Manuel (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra REC, Port of Oakland, 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 June 3, 2020 Facilities Committee meeting.**

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending approval of the June 3, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. ABSTAIN = TID. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Peterson Power Systems, Inc. First Amendment to MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Peterson Power Systems, Inc., increasing the not to exceed amount from \$215,000 to \$1,000,000, with no other changes to the contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi Task General Services Agreement with Peterson Power Systems, Inc. effective March 8, 2019 for an amount not to exceed \$215,000. The Geothermal Facility Plant 1 fire pump diesel engine was completely overhauled, coupled with renting portable generators during the duration of the Plants 1 & 2 outages, quickly exhausted the funds available under this agreement. This amendment will increase the not to exceed amount from \$215,000 to \$1,000,000. It is an enabling agreement with no commitment of funds. This agreement will still be available for use at any facility owned and/or operated by the Agency, its Members, SCPPA, or SCPPA Members. NCPA currently has agreements in place for similar services with Koffler Electric Mechanical Apparatus Inc. dba Kemar, and Vince Sigal Electric, Inc. 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 Tikan Singh recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Peterson Power Systems, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$215,000 to \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and TID. The motion passed.

- 4. NCPA Geo Facility – Plant 1 Fire System Modernization Project** – Staff presented background information and was seeking a recommendation for Commission approval of the NCPA Geothermal Plant 1 Fire System Modernization Project, delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, for a not to exceed amount of \$1,200,000, including approval of \$320,000 for the project contingency from the Maintenance Reserve fund.

The fire protection system at NCPA's Geothermal Plant 1 is malfunctioning, unserviceable, unsupported by the manufacturer, and is no longer considered reliable. The Plant 1 fire protection system is critical to the safety of NCPA personnel and the preservation of plant equipment in the event of a fire. This project is part of the recurring and usual work that is necessary to preserve NCPA's facilities in a safe, efficient, and continuously usable condition. The fire system by its very nature is permanently attached, and part of the buildings and equipment at NCPA's Geothermal Projects. As such, this work fits into the classification of "maintenance" as that term is defined in Title 8, California Code of Regulations Section 16000. Per NCPA's purchasing policy, this work needs to be bid and must pay prevailing wages.

The Plant 1 Fire System Modernization Project forecasted cost is approximately \$1,200,000. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures. The breakdown of the project cost will include \$800,000 from the approved budget for FY 2021, \$80,000 per CEC DCBO requirements (10% adder), and a project contingency from the Maintenance Reserve of \$320,000. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Commission approval authorizing the NCPA Geothermal Plant 1 Fire System Modernization Project, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance

with NCPA purchasing policies and procedures, without further approval by the Commission, for a forecasted amount not to exceed \$1,200,000, including approval of \$320,000 for the project contingency from the Maintenance Reserve fund. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Roseville, Santa Clara, and TID. ABSTAIN = Palo Alto, and Redding. The motion passed.

INFORMATIONAL ITEMS

- 5. New Business Opportunities** – Staff provided the Committee with an update regarding new business opportunities.

Staff is currently in negotiations with Sonoma Clean Power (SCP). A draft Power Management Services Agreement was sent to SCP for their review. SCP sent back comments for NCPA's review. Staff will review, and will follow up with SCP. The final agreement will be reviewed by this Committee, seeking a recommendation for Commission approval before moving forward. A proposal has also been sent to South Feather Water and Power Agency (SFWPA) for their review. Staff is still waiting on a response from SFWPA.

- 6. Resource Adequacy Commitments Impact on Operations** – Staff reviewed and discussed the impacts 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.

Outage schedules are presented and discussed during August and September. Once approved by the Facilities Committee these outages are scheduled with the CAISO by October 15 each year. Annual RA commitments are filed at the CAISO by October 30 each year. Options for planned and forced outages were discussed. Formal operating procedures are being developed for planned outages. Staff propose that during a planned outage Members may self-provide substitute RA by a defined date, or NCPA will be authorized to seek the substitute RA. NCPA may also seek approval of an outage without substitute RA, but the outage may need to be cancelled. During forced outages Members will be notified and shall be individually responsible for providing substitute RA capacity to mitigate the impacts associated with non-availability. NCPA may also act on behalf of Members pursuant to existing authority granted under existing agreements which include the MPP Agreement and the Pooling Agreement. The duration of the outage will also impact whether RA capacity should be committed or not.

Staff will develop proposed modifications to operating procedures based on Member feedback for FA schedules and operating agreements. Proposed modifications will be presented to the Members at a future Facilities Committee meeting seeking a recommendation for Commission approval.

- 7. 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 issues to report for the month of June. The average generation was 90.4 MW, which is up from 88.8 MW in May. The FY 2020 YTD generation is 655.7 GWh, which is 92.8 GWh (12%) below forecast. Vegetation management continues under the 230 KV line with crews from Cal Fire helping out. Improvements for steam production is under way to fix idle wells. The plan is to re-establish 10 underperforming wells, and convert into MWs. The original fire pump doors have been replaced on Plants 1 and 2. Insulation repairs have been completed to the inlet piping for the Unit 4 turbine, and parts of the steam pipeline. Lastly the Bear Canyon Road repairs have also been completed.

CTs – All CT Units are running, and now available. During the month of June CT1 had 10 actual starts, out of 19 forecasted with 2 ghost starts. The YTD total is 237. CT2 had 5 actual starts of 4 that were forecasted. Bringing the YTD total to 41. Alameda Unit 1 was in a forced outage due to a PG&E system problem. There are no planned outages for the summer.

Hydro – Collierville is running again now. The Walker Fire was June 16-17, 2020 under power lines, so tripped the relay. It burned approximately 1100 – 1200 acres. Three NCPA towers were not affected. Heavy vegetation work was done around these towers. Both lines were tested, and they are fine. The 230 KV Insulator Replacement Project will start July 8, 2020. Contractor mobilization is this week. Construction is scheduled from July 8, 2020 through August 26, 2020. An Osprey nest is currently on one of the towers, with two babies. Nothing can be done to this tower until they are gone.

Joel Ledesma, Assistant General Manager, Generation Services, introduced Jay Mearns, joining the Generation Services Department. Jay is an engineer working with Jeremy Lawson. Previous experience includes working for PG&E.

8. Planning and Operations Update –

- NCPA Renewables RFP – Staff is seeking Member feedback regarding the Renewable RFPs Members are interested in. Additional proposals have been received since the last Facilities Committee meeting. Proposal material will be available on the NCPA Connect Collaboration site.
- Meter Maintenance Program – Staff is currently seeking bids for the Meter Maintenance Program (MMP) services through a RFP. The roles and responsibilities of NCPA and Member staff, along with next steps will be discussed at the next Committee meeting.
- STAR Process Update – NCPA is participating in this process with comments due today. Staff has been reaching out to Members for input. A meeting is scheduled for August 1, 2020.
- COVID-19 Update – Dual operations continue for the NCPA dispatch and scheduling functions.

9. Next Meeting Date – The next regular Facilities Committee meeting is scheduled for August 5, 2020.

ADJOURNMENT

The meeting was adjourned at 11:05 pm by the Committee Chair.

Teleconference call only due to Covid19.

**Northern California Power Agency
July 1, 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	

**Northern California Power Agency
July 1, 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.

<u>NAME</u>	<u>AFFILIATION</u>
Carrie Pollo	NCPA
Monty Hawks	NCPA
Tony Zimmer	NCPA
Janie Luckhardt	NCPA
Joel Kidezma	NCPA
Jay Meerns	NCPA




Commission Staff Report

July 14, 2020

COMMISSION MEETING DATE: July 23, 2020

SUBJECT: June 30, 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"/>	
Alameda Municipal Power	<input type="checkbox"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<input type="checkbox"/>	
City of Roseville	<input type="checkbox"/>	
City of Santa Clara	<input type="checkbox"/>	
City of Shasta Lake	<input type="checkbox"/>	
City of Ukiah	<input type="checkbox"/>	
Plumas-Sierra REC	<input type="checkbox"/>	
Port of Oakland	<input type="checkbox"/>	
Truckee Donner PUD	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<i>If other, please specify</i>		

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 July 23, 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 June 30, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of June 2020

Operations:

Geothermal	\$	1,320,300
Hydroelectric		2,949,153
CT#1 Combustion Turbines		365,788
CT#2 STIG		311,038
Lodi Energy Center		4,337,104
NCPA Operating		35,574,940
		<hr/>
Total	\$	44,858,323
		<hr/>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JUNE 30, 2020

PERCENT OF YEAR ELAPSED 100%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 2,008,812	\$ 19,438,622	\$ 20,767,239	94%	
Debt Service (Net)	3,028,227	33,559,517	33,306,862	101%	(a)
Annual Budget Cost	5,037,039	52,998,139	54,074,101	98%	
Geothermal					
Other Plant Cost	3,498,027	32,650,486	30,365,288	108%	(b)
Debt Service (Net)	412,144	4,945,723	4,945,723	100%	
Annual Budget Cost	3,910,171	37,596,209	35,311,011	106%	
Combustion Turbine No. 1					
	309,610	5,547,861	6,169,530	90%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	58,137	983,683	1,089,118	90%	
Other Plant Cost	330,136	2,494,502	2,552,870	98%	
Debt Service (Net)	483,035	5,796,421	5,796,421	100%	
Annual Budget Cost	871,308	9,274,606	9,438,409	98%	
Lodi Energy Center					
Fuel	948,785	21,755,287	39,513,147	55%	
Other Plant Cost	9,140,147	68,401,460	27,392,586	250%	(c)
Debt Service (Net)	2,171,202	26,026,082	26,054,428	100%	
Annual Budget Cost	12,260,134	116,182,829	92,960,161	125%	
Member Resources - Energy	7,160,907	65,056,598	56,228,967	116%	(d)
Member Resources - Natural Gas	165,376	3,822,274	3,540,898	108%	(e)
Western Resources	3,155,173	24,843,934	23,325,119	107%	(f)
Market Power Purchases	2,143,296	24,090,554	15,123,482	159%	(g)
Load Aggregation Costs - CAISO	34,085,189	562,171,426	256,029,593	220%	(h)
Net GHG Obligations	-	2,555,874	496,955	514%	(i)
	69,098,203	904,140,304	552,698,226	164%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	577,689	6,964,758	2,813,086	248%	(j)
Wheeling Access Charge	10,392,600	115,633,041	110,581,940	105%	(k)
Ancillary Services	681,995	8,239,119	2,372,540	347%	(l)
Other ISO Charges/(Credits)	(1,151,675)	10,269,654	1,321,289	777%	(m)
	10,500,609	141,106,572	117,088,855	121%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	178,325	1,903,537	2,132,130	89%	
Regulatory Representation	101,225	720,825	748,387	96%	
Western Representation	107,007	649,213	745,117	87%	
Customer Programs	53,702	284,292	423,678	67%	
Judicial Action	139,878	610,086	625,000	98%	
Power Management					
System Control & Load Dispatch	628,521	5,989,111	6,082,417	98%	
Forecasting, Planning, Prescheduling & Trading	370,963	2,638,773	2,934,143	90%	
Industry Restructuring & Regulatory Affairs	35,645	365,199	414,479	88%	
Contract Admin, Interconnection Svcs & External Affairs	62,885	919,983	953,716	96%	
Gas Purchase Program	11,540	69,530	77,386	90%	
Market Purchase Project	15,918	97,051	111,270	87%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JUNE 30, 2020

PERCENT OF YEAR ELAPSED 100%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	28,142	166,638	211,744	79%
Settlements	124,058	817,828	979,916	83%
Integrated Systems Support	11,372	119,565	243,161	49%
Participant Pass Through Costs	148,718	1,248,466	1,560,447	80%
Support Services	76,173	1,595,995	-	N/A
	2,094,072	18,196,092	18,242,991	100%
TOTAL ANNUAL BUDGET COST	81,692,884	1,063,442,968	688,030,072	155%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	4,207,938	75,115,047	127,623,712	59%
Member Resource ISO Energy Sales	1,741,263	25,125,335	29,156,411	86%
Member Owned Generation ISO Energy Sales	5,228,961	61,306,959	67,107,648	91%
NCPA Contracts ISO Energy Sales	955,094	16,669,305	15,623,339	107% (n)
Western Resource Energy Sales	2,539,387	21,224,228	18,304,471	116% (o)
Load Aggregation Energy Sales	16,808,300	325,024,824	-	N/A
Ancillary Services Sales	268,314	5,081,459	4,196,879	121% (p)
Transmission Sales	9,198	110,376	110,376	100%
Western Credits, Interest and Other Income	8,695,329	126,715,221	19,227,470	659% (q)
	40,453,784	656,372,754	281,350,306	233%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 41,239,100	\$ 407,070,214	\$ 406,679,766	100%

- (a) Debt service variance to be researched prior to fiscal year end.
- (b) Increase due primarily to plant two, unit four overhaul costs.
- (c) 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.
- (d) Variance caused by greater than anticipated member contracts for Palo Alto and Port of Oakland.
- (e) Variance caused by greater than anticipated natural gas for Lodi, Lompoc, Biggs, Healdsburg, and Ukiah.
- (f) Increase due to greater than anticipated MWh and higher price per MWh. MWhs are 108% of budget at 6/30/20.
- (g) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) 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.
- (j) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (k) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (l) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (m) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (n) Variance due to unbudgeted revenue from market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget include certain NextEra and Exelon deals.
- (o) Increase due to greater than anticipated MWh. MWhs are 108% of budget at 6/30/20.
- (p) Increase due to greater than projected MWhs of generation.
- (q) 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

	June 30,	
	2020	2019
(in thousands)		
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 31,522	\$ 43,427
Investments	47,211	41,915
Accounts receivable		
Participants	25	236
Other	5,602	2,629
Interest receivable	560	586
Inventory and supplies	5,924	8,891
Prepaid expenses	2,009	1,679
TOTAL CURRENT ASSETS	92,853	99,363
RESTRICTED ASSETS		
Cash and cash equivalents	81,227	57,635
Investments	146,647	154,903
Interest receivable	659	774
TOTAL RESTRICTED ASSETS	228,533	213,312
ELECTRIC PLANT		
Electric plant in service	1,511,600	1,506,366
Less: accumulated depreciation	(1,034,773)	(1,004,069)
	476,827	502,297
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	476,827	502,479
OTHER ASSETS		
Regulatory assets	220,667	223,703
Preliminary survey and investigation costs	3	435
Investment in associated company	265	265
TOTAL ASSETS	1,019,148	1,039,557
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	22,557	33,271
Pension deferrals	17,055	17,055
Deferred Outflows - ARO	61,994	62,101
TOTAL DEFERRED OUTFLOWS OF RESOURCES	101,606	112,427
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,120,754	\$ 1,151,984

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	June 30,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 45,239	\$ 38,887
Accounts and retentions payable - restricted for construction	-	-
Member advances	993	1,380
Operating reserves	20,620	21,995
Current portion of long-term debt	40,410	33,340
Accrued interest payable	8,585	7,742
TOTAL CURRENT LIABILITIES	115,847	103,344
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	66,126	66,126
Operating reserves and other deposits	133,062	126,551
Interest rate swap liability	18,968	14,613
Asset Retirement Obligations	66,629	65,155
Long-term debt, net	600,636	647,273
TOTAL NON-CURRENT LIABILITIES	885,421	919,718
TOTAL LIABILITIES	1,001,268	1,023,062
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	82,416	84,744
Pension and OPEB deferrals	5,802	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	88,218	90,546
NET POSITION		
Net investment in capital assets	(49,383)	(45,572)
Restricted	50,864	49,243
Unrestricted	29,787	34,705
TOTAL NET POSITION	31,268	38,376
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,120,754	\$ 1,151,984

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

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

UNAUDITED

	Twelve Months Ended June 30,	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 413,550	\$ 371,394
Other Third-Party	195,690	329,281
TOTAL OPERATING REVENUES	<u>609,240</u>	<u>700,675</u>
OPERATING EXPENSES		
Purchased power	222,201	298,508
Operations	71,180	101,499
Transmission	184,747	180,633
Depreciation	30,796	30,844
Maintenance	75,205	26,836
Administrative and general	23,970	19,304
TOTAL OPERATING EXPENSES	<u>608,099</u>	<u>657,624</u>
NET OPERATING REVENUES	<u>1,141</u>	<u>43,052</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(40,642)	(39,291)
Interest income	4,740	10,447
Other	41,236	8,070
TOTAL NON OPERATING EXPENSES	<u>5,334</u>	<u>(20,774)</u>
FUTURE RECOVERABLE AMOUNTS	(3,022)	(7,791)
REFUNDS TO PARTICIPANTS	<u>(10,561)</u>	<u>(14,178)</u>
INCREASE (DECREASE) IN NET POSITION	(7,108)	308
NET POSITION, Beginning of year	<u>38,376</u>	<u>38,068</u>
NET POSITION, Period ended	<u>\$ 31,268</u>	<u>\$ 38,376</u>

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

June 30, 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	Other Agency		
			1	2			No. One	No. One					
ASSETS													
CURRENT ASSETS													
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 1	\$ 90	\$ -	\$ -	\$ -	\$ 85	\$ 31,344	\$ 47,211	\$ 31,522
Investments	-	-	-	-	-	-	-	-	-	-	-	-	47,211
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	-	25
Participants	-	-	-	-	-	-	-	-	-	-	-	-	5,602
Other	-	-	-	-	-	-	-	-	2,343	-	-	-	3,259
Interest receivable	-	-	-	-	-	1	-	-	117	1	441	-	560
Inventory and supplies	1,511	1,583	264	352	-	2,214	-	-	-	-	-	-	5,924
Prepaid expenses	387	489	38	55	-	383	-	-	-	21	636	-	2,009
Due from Agency and other programs*	7,907	4,428	4,749	2,688	-	2,190	-	-	37,499	6,932	(66,393)	-	-
TOTAL CURRENT ASSETS	9,806	6,500	5,052	3,096	-	4,878	-	-	39,959	7,039	16,523	-	92,853
RESTRICTED ASSETS													
Cash and cash equivalents	4,530	22,239	340	-	-	15,657	-	-	11,143	-	27,318	-	81,227
Investments	25,957	36,652	480	-	-	10,940	-	-	18,860	-	53,758	-	146,647
Interest receivable	121	123	-	-	-	34	-	-	-	-	381	-	659
TOTAL RESTRICTED ASSETS	30,608	59,014	820	-	-	26,631	-	-	30,003	-	81,457	-	228,533
ELECTRIC PLANT													
Electric plant in service	572,631	395,162	64,852	36,901	427,266	7,736	-	-	1,511,600	-	6,159	-	1,511,600
Less: accumulated depreciation	(543,177)	(281,109)	(52,777)	(34,874)	(110,815)	(7,736)	-	-	(3,699)	-	(3,699)	-	(1,034,773)
TOTAL ELECTRIC PLANT	29,454	114,053	12,075	2,027	316,451	-	-	-	307	2,460	-	-	476,827
OTHER ASSETS													
Regulatory assets	(2,607)	132,350	7,312	-	25,897	-	-	-	-	-	57,715	-	220,667
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	3	-	-	3
Investment in associated company	-	-	-	-	-	-	-	-	-	-	265	-	265
TOTAL ASSETS	67,261	311,917	25,259	5,123	373,857	-	-	69,962	7,349	1,019,148	158,420	-	1,019,148
DEFERRED OUTFLOWS OF RESOURCES													
Excess cost on refunding of debt	1,081	19,737	231	-	1,508	-	-	-	-	-	-	-	22,557
Pension deferrals and OPEB deferrals	-	-	-	-	-	-	-	-	-	-	17,055	-	17,055
Asset Retirement Obligations	61,651	-	161	-	182	-	-	-	-	-	-	-	61,994
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,732	19,737	392	-	1,690	-	-	-	-	-	17,055	-	101,606
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	129,993	331,654	25,651	5,123	375,547	-	-	69,962	7,349	1,120,754	175,475	-	1,120,754

* Eliminated in Combination

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

June 30, 2020

	GENERATING & TRANSMISSION RESOURCES										Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency			
LIABILITIES												
CURRENT LIABILITIES												
Accounts payable and accrued expenses	\$ 147	\$ 645	\$ 3	\$ -	\$ 725	\$ -	\$ 27,859	\$ -	\$ 15,860	\$ 45,239		
Accounts and retentions payable - restricted for construction	-	-	-	-	-	-	-	-	-	-		
Member advances	791	-	-	-	-	-	-	202	-	993		
Operating reserves	428	250	617	3,543	15,782	-	-	-	-	20,620		
Current portion of long-term debt	4,595	20,725	2,575	-	12,515	-	-	-	-	40,410		
Accrued interest payable	179	6,083	1,204	-	1,119	-	-	-	-	8,585		
TOTAL CURRENT LIABILITIES	6,140	27,703	4,399	3,543	30,141	-	27,859	202	15,860	115,847		
NON-CURRENT LIABILITIES												
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	-		
Operating reserves and other deposits	1,500	17,217	-	-	990	-	30,121	1,776	66,126	66,126		
Interest rate swap liability	-	18,968	-	-	-	-	-	-	81,458	133,062		
Asset Retirement Obligations	66,285	-	161	-	183	-	-	-	-	18,968		
Long-term debt, net	15,505	258,713	19,882	-	306,536	-	-	-	-	66,629		
TOTAL NON-CURRENT LIABILITIES	83,290	294,898	20,043	-	307,709	-	30,121	1,776	147,584	885,421		
TOTAL LIABILITIES	89,430	322,601	24,442	3,543	337,850	-	57,980	1,978	163,444	1,001,268		
DEFERRED INFLOWS OF RESOURCES												
Regulatory credits	31,962	3,626	816	2,209	40,365	-	-	306	3,132	82,416		
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	5,802	5,802		
TOTAL DEFERRED INFLOWS OF RESOURCES	31,962	3,626	816	2,209	40,365	-	-	306	8,934	88,218		
NET POSITION												
Net investment in capital assets	(3,472)	(29,596)	(3,353)	-	(12,962)	-	-	-	-	(49,383)		
Restricted	5,654	31,480	(384)	-	14,114	-	-	-	-	50,864		
Unrestricted	6,419	3,543	4,130	(629)	(3,820)	-	11,982	5,065	3,097	29,787		
TOTAL NET POSITION	8,601	5,427	393	(629)	(2,668)	-	11,982	5,065	3,097	31,268		
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 129,993	\$ 331,654	\$ 25,651	\$ 5,123	\$ 375,547	\$ -	\$ 69,962	\$ 7,349	\$ 175,475	\$ 1,120,754		

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 Twelve Months Ended June 30, 2020

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
OPERATING REVENUES													
Participants	\$ 21,056	\$ 25,277	\$ 7,010	\$ 4,770	\$ 28,789	\$ -	\$ 303,131	\$ 21,583	\$ 1,934	\$ 413,550			
Other Third-Party	20,932	20,966	777	998	37,108	-	111,948	2,961	-	195,690			
TOTAL OPERATING REVENUES	41,988	46,243	7,787	5,768	65,897	-	415,079	24,544	1,934	609,240			
OPERATING EXPENSES													
Purchased power	543	2,452	69	181	1,453	-	217,503	-	-	222,201			
Operations	17,145	4,630	1,543	1,324	31,023	-	3,822	11,693	-	71,180			
Transmission	355	431	13	20	1,353	-	182,570	5	-	184,747			
Depreciation	3,942	9,412	2,210	204	14,645	-	-	83	300	30,796			
Maintenance	14,526	7,501	1,076	2,690	49,332	-	-	80	-	75,205			
Administrative and general	4,688	4,250	987	1,084	4,715	-	-	7,263	983	23,970			
Intercompany (sales) purchases, net*	(758)	274	74	135	336	-	-	(61)	-	-			
TOTAL OPERATING EXPENSES	40,441	28,950	5,972	5,638	102,857	-	403,895	19,063	1,283	608,099			
NET OPERATING REVENUES	1,547	17,293	1,815	130	(36,960)	-	11,184	5,481	651	1,141			
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(620)	(23,969)	(1,792)	-	(14,261)	-	-	-	-	(40,642)			
Interest income	607	729	80	34	880	-	1,389	91	930	4,740			
Other	(25)	466	1,475	-	39,694	-	-	(684)	310	41,236			
TOTAL NON OPERATING (EXPENSES) REVENUES	(38)	(22,774)	(237)	34	26,313	-	1,389	(593)	1,240	5,334			
FUTURE RECOVERABLE AMOUNTS													
	(2,259)	(414)	(1,570)	-	1,221	-	-	-	-	(3,022)			
REFUNDS TO PARTICIPANTS													
INCREASE (DECREASE) IN NET POSITION	(602)	(2,360)	(38)	960	(745)	-	(1,749)	(4,636)	(1,391)	(10,561)			
	(1,352)	(8,255)	(30)	1,124	(10,171)	-	10,824	252	500	(7,108)			
NET POSITION, Beginning of year	9,953	13,682	423	(1,753)	7,503	-	1,158	4,813	2,597	38,376			
NET POSITION, Period ended	\$ 8,601	\$ 5,427	\$ 393	\$ (629)	\$ (2,668)	\$ -	\$ 11,982	\$ 5,065	\$ 3,097	\$ 31,268			

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 June 30, 2020

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 5,602,352
PAST DUE:			
1 - 30	Shasta Lake	June 2020 ARB	25,043
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 5,627,395</u>



11

Commission Staff Report

July 16, 2020

COMMISSION MEETING DATE: July 23, 2020

SUBJECT: Treasurer's Report for Month Ended June 30, 2020

AGENDA CATEGORY: Consent

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

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

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 \$16,183,478 of which approximately \$1,741,301 was applicable to Special and Reserve Fund Deposits, \$11,034,077 to Debt Service and \$3,408,100 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 \$290,356,398 at month end. The current market value of the portfolio totaled \$294,466,487.

The overall portfolio had a combined weighted average interest rate of 1.675% with a bond equivalent yield (yield to maturity) of 1.698%. Investments with a maturity greater than one year totaled \$144,034,000. June maturities totaled \$62 million and monthly receipts totaled \$40 million. During the month \$33 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 remained unchanged at 0.15% and rates on one year T-Bills also remained unchanged at 0.17%.

To the best of my knowledge and belief, all securities held by NCPA as of June 30, 2020 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

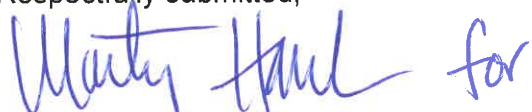
FISCAL IMPACT:

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

JUNE 30, 2020

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
June 30, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,078,343	\$ 105,368,587	\$ 107,446,930	35.05%
Special Deposits	1,328,290	-	1,328,290	0.44%
Construction	1,467	5,143,756	5,145,223	1.68%
Debt Service	11,034,077	26,867,627	37,901,704	12.36%
Special & Reserve	1,741,301	152,976,428	154,717,729	50.47%
	<u>\$ 16,183,478</u>	<u>\$ 290,356,398</u>	<u>\$ 306,539,876</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 294,466,487

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
June 30, 2020**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 38,736,781	\$ 124,099	\$ 17,496,281	\$ (18,224,026)	\$ (10,323,799)	\$ (27,478,174)	\$ 331,162
Special Deposits	776,030	-	-	(21,657,868)	-	20,861,495	(20,343)
Construction	-	-	-	-	-	-	-
Debt Service	-	32	28,255,067	(22,185,930)	(4,154,912)	5,595,847	7,510,104
Special & Reserve	-	292,268	16,740,165	-	(18,053,265)	1,020,832	-
	\$ 39,512,811	\$ 416,399	\$ 62,491,513	\$ (62,067,824)	\$ (32,531,976)	\$ -	\$ 7,820,923

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
June 30, 2020**

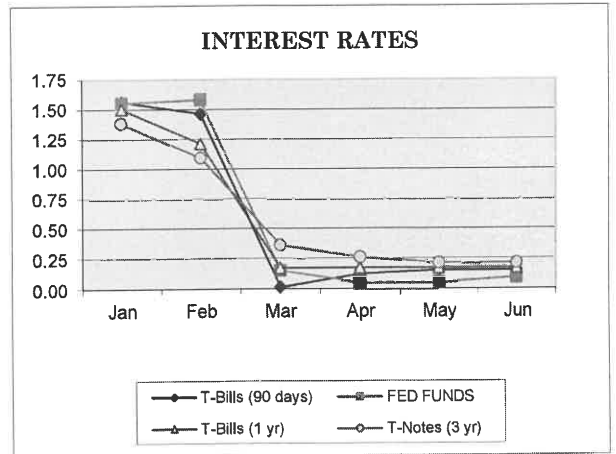
	<u>PURCHASED</u>	<u>SOLD OR MATURED</u>	<u>(NON-CASH) DISC/(PREM) AMORT</u>	<u>(NON-CASH) GAIN/(LOSS) ON SALE</u>	<u>INVESTMENTS TRANSFERS</u>	<u>INCREASE / (DECREASE)</u>
NCPA FUNDS						
Operating	\$ 10,323,799	\$ (17,496,281)	\$ 13,101	\$ (2,423)	\$ -	\$ (7,161,804)
Special Deposits	-	-	-	-	-	-
Construction	-	-	1,644	-	-	1,644
Debt Service	4,154,912	(28,255,067)	25,026	-	-	(24,075,129)
Special & Reserve	18,053,265	(16,740,165)	(11,080)	937	-	1,302,957
	<u>\$ 32,531,976</u>	<u>\$ (62,491,513)</u>	<u>\$ 28,691</u>	<u>\$ (1,486)</u>	<u>\$ -</u>	<u>\$ (29,932,332)</u>
 Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(27,205)</u>
 Net Change in Investment --Before Non-Cash Activity						<u>\$ (29,959,537)</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
June 30, 2020**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>1.675%</u></u>	<u><u>1.698%</u></u>
<u>OPERATING FUNDS:</u>	1.853%	1.844%
<u>PROJECTS:</u>		
Geothermal	1.936%	1.895%
Capital Facilities	0.504%	0.514%
Hydroelectric	1.495%	1.505%
Lodi Energy Center	1.011%	0.835%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	0.09%	2.38%
T-Bills (90da.)	0.15%	2.13%
Agency Disc (90da.)	0.13%	2.13%
T-Bills (1yr.)	0.17%	1.93%
Agency Disc (1yr.)	0.18%	1.90%
T-Notes (3yr.)	0.21%	1.70%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
June 30, 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	\$ 26,379	\$ 7,678	\$9,406	\$ 420	\$ 500	\$ 58,519	\$ 2,000	\$ 104,902	35.93%
Corporate Bonds (MTN)	-	-	1,000	2,500	3,000	68,255	-	74,755	25.60%
Municipal Bonds	-	-	-	-	1,000	13,760	-	14,760	5.06%
US Bank Trust Money Market	6,649	-	-	-	-	-	-	6,649	2.28%
Commercial Paper	7,269	-	-	-	-	-	-	7,269	2.50%
Investment Trusts (LAIF)	46,075	-	-	-	-	-	-	46,075	15.78%
Investment Trusts (CAMP)	5,174	-	-	-	-	-	-	5,174	1.78%
U.S.Treasury Market Acct. *	25,725	-	-	-	-	-	-	25,725	8.81%
U.S.Treasury Bill/Note	-	821	118	4,202	-	-	-	5,141	1.76%
Certificates of Deposit	10	-	-	-	-	1,500	-	1,510	0.52%
Total Dollars	\$ 117,281	\$8,499	\$10,524	\$7,122	\$4,500	\$142,034	\$2,000	\$ 291,960	100.00%
Total Percents	40.16%	2.91%	3.60%	2.44%	1.54%	48.65%	0.69%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

Northern California Power Agency
Treasurer's Report
06/30/2020



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	20,124,816	2.020	07/01/2013	20,124,816		1	2.020	20,124,816	SYS70000	70000	20,124,816
California Asset Mgm	CMP	4,531	0.670	10/19/2018	4,531		1	0.670	4,531	SYS70070	70070	4,531
Union Bank of Califo	UBOC	1,872,450	0.002	07/01/2013	1,872,450		1	0.002	1,872,450	SYS70014	70014	1,872,450
US Bank	USB	2,078,343	0.001	06/30/2013	2,078,343		1	0.001	2,078,343	SYS70050	70050	2,078,343
US Bank	USB	7,244,011	0.010	08/24/2017	7,244,011		1	0.010	7,244,011	SYS70056	70056	7,244,011
US Bank	USB	10,000	0.050	04/07/2020	10,000	07/07/2020	6	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	16	1.490	4,978,134	3130ABTW6	26466	4,975,237
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	137	1.588	118,677	9128283G3	26908	118,066
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	167	2.848	1,006,620	931142EA7	26674	995,840
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	191	3.057	505,065	24422ETZ2	26676	498,235
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	242	2.969	1,012,200	17275RBD3	26667	995,147
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	257	2.096	509,095	63743HER9	26847	502,771
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	274	2.846	505,935	437076BL5	26558	496,978
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	322	2.919	1,013,210	458140AW0	26670	989,707
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	337	2.858	507,835	717081DX8	26617	496,010
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	390	1.620	2,644,569	3133EHSR5	26465	2,604,675
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	435	3.149	1,014,200	02665WBG5	26669	983,673
3M Company	UBOC	1,000,000	3.000	09/21/2018	989,480	09/14/2021	440	3.018	1,029,970	88579YBA8	26675	999,790
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	585	3.060	1,032,370	742718DY2	26673	988,543
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	610	2.982	1,030,660	478160CD4	26671	988,444
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	639	3.315	520,190	87236YAE8	26601	497,015
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	670	2.924	516,565	713448DT2	26557	494,200
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	679	2.329	1,163,103	037833CQ1	26525	1,122,740
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	868	3.157	521,680	02665WCA7	26614	493,858
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	887	3.008	520,515	166764AB6	26555	492,653
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	896	3.135	422,436	92826CAC6	26647	396,938
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	924	3.315	1,050,500	89236TEL5	26645	985,627
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	945	3.464	519,865	828807CN5	26603	491,547
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	959	3.154	525,870	68389XBR5	26556	493,584
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	973	3.068	1,052,030	30231GAR3	26648	991,524
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	978	3.264	531,160	24422ETG4	26613	494,266
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	987	3.086	529,520	084670BR8	26554	495,809
United Parcel Servc	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,004	3.248	525,325	911312BK1	26600	490,543
United Parcel Servc	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,004	3.308	525,325	911312BK1	26677	489,748
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,014	2.104	527,495	831142DH3	26848	505,917
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,031	3.443	540,100	06406FAG2	26602	500,722
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,048	3.236	539,850	427866AZ1	26515	501,822
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,118	3.399	1,080,850	90331HN1	26546	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,133	3.172	1,046,660	594918BQ6	26672	986,547

Northern California Power Agency
Treasurer's Report
06/30/2020

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchase 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	1,171	2.630	4,334,219	68389XBL8	26820	4,116,188
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,310	3.561	554,360	46625HJT8	26760	510,509
Federal Farm Credit	UBOC	1,000,000	0.710	06/17/2020	1,000,000	06/17/2024	1,447	0.710	999,710	3133ELL93	27012	1,000,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,546	2.577	1,706,511	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,547	2.000	3,009,450	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.860	09/27/2019	2,300,000	09/27/2024	1,549	1.890	2,334,891	3133EKL20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,549	2.323	974,640	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,554	1.999	1,504,095	3130AHTF4	26889	1,500,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,652	1.920	1,006,880	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,671	1.846	544,325	90331HMS9	26947	520,745
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,789	0.710	1,000,660	3136G4WA7	27009	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,820	0.700	499,605	3134GVR26	27015	500,000
Federal Home Loan Mt	UBOC	500,000	0.900	06/30/2020	500,495	06/30/2025	1,825	0.879	500,025	3134GVX45	27025	500,495
Fund Total and Average		\$ 78,722,488	1.809		\$ 78,350,347		553	1.952	\$ 79,896,101			\$ 78,545,264

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
Fund Total and Average		\$ 85,043	2.020		\$ 85,043		1	2.020	\$ 85,043			\$ 85,043

SCPA Balancing Account

Local Agency Investm	LAIF	2,280,624	2.020	07/01/2013	2,280,624		1	2.020	2,280,624	SYS70022	70022	2,280,624
Union Bank of Calif	UBOC	7,586,015	0.002	07/01/2013	7,586,015		1	0.002	7,586,015	SYS70023	70023	7,586,015
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	72	2.870	753,900	313370US5	26717	750,005
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	121	2.672	1,155,555	3135GORM7	26734	1,146,158
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	306	3.000	506,400	06408FAB8	26570	496,220
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	404	2.780	511,969	14812L6JDA	26954	499,117
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	591	2.798	516,080	594918BA1	26574	496,775
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	611	3.186	515,230	25468PDQ6	26630	494,211
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	639	3.100	520,190	87236YAE8	26571	498,773
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	700	2.918	521,910	437076BG6	26572	497,368
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	806	3.161	518,225	74460DAB5	26573	491,919
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	896	3.096	264,023	92826CAC6	26632	248,309
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	897	3.070	529,650	458140AM2	26625	495,780
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	923	3.203	575,922	89233P7F7	26598	542,588
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	972	3.170	525,870	17275RBE1	26624	492,993
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	973	3.055	526,015	30231GAR3	26599	495,937
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	987	3.185	529,520	084670BR8	26596	494,578
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,004	3.191	525,325	811312BK1	26627	491,235
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,034	3.108	526,175	654106ACT	26597	488,815



Northern California Power Agency
Treasurer's Report

06/30/2020

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	
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,065	3.438	521,085	828807DD6	26631	490,819	
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,079	3.150	536,135	717081DH3	26626	497,953	
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,153	3.039	2,509,075	3134GSUZ6	26654	2,500,790	
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,275	3.100	2,024,860	3130AFKR7	26736	2,000,000	
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,485	2.410	508,145	89236TGD1	26831	500,000	
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,547	2.000	1,253,938	31422BME7	26873	1,250,000	
Federal Agricultural	UBOC	2,500,000	1.300	03/11/2020	2,500,000	03/11/2025	1,714	1.300	2,501,375	31422BVS6	26955	2,500,000	
Fund Total and Average											\$ 28,821,639	\$ 29,243,241	\$ 28,726,982

General Operating Reserve

Local Agency Investm	LAIF	17,908,961	2.020	07/01/2013	17,908,961	11/17/2020	139	1.600	17,908,961	SYS70000	70002	17,908,961
California Asset Mgmt	CMP	5,169,137	0.670	12/14/2018	5,169,137	08/09/2021	404	3.169	5,169,137	SYS70071	70071	5,169,137
Union Bank of Califo	UBOC	3,490,494	0.002	07/01/2013	3,490,494	08/09/2021	404	2.780	3,490,494	SYS70019	70019	3,490,494
US Bank	USB	0	0.000	07/01/2013	0	02/12/2022	591	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	139	1.600	2,344,982	3137EAEK1	26922	2,332,386
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	404	3.169	511,999	14912L6U0A	26956	497,026
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	404	2.780	511,999	14912L6U0A	26957	499,117
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	435	3.522	517,242	02865WBG5	26964	499,319
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	488	1.285	1,605,024	64971Q7F4	26982	1,588,038
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	639	2.972	412,864	594918BA1	26578	396,376
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	639	3.335	520,190	87236YAE8	26582	496,861
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	679	2.329	4,167,953	037833CQ1	26524	4,023,314
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	709	1.760	3,703,450	313379Q69	26467	3,599,177
Federal Farm Credit	UBOC	2,000,000	1.000	03/30/2020	2,000,000	06/30/2022	729	1.000	2,002,700	3133ELUS1	26961	2,000,000
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	746	3.083	525,510	713448CX4	26580	500,150
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	761	1.485	1,062,684	64971WFJ4	26981	1,043,257
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	883	2.937	520,505	25468PCW4	26739	493,322
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	896	3.145	528,045	92826CAC6	26584	496,083
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	936	3.140	791,948	90331HNL3	26737	744,788
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	942	3.325	531,625	06406RAE7	26575	495,552
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	959	3.195	525,870	68389XBR5	26579	493,093
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	965	3.225	522,065	74005PBF0	26581	493,621
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	987	3.243	529,520	084670BR8	26576	493,865
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,004	3.245	525,325	911312BK1	26583	490,594
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,049	2.939	791,018	166764BK5	26740	742,468
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	1,065	1.387	1,841,013	040484VN4	26984	1,816,665
Chevron Corp.	UBOC	500,000	3.181	02/07/2019	507,025	06/24/2023	1,088	2.847	535,750	166764AH3	26755	504,780
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,090	2.864	544,685	931142EK5	26758	507,462
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	1,157	1.020	2,203,280	613105KV6	26985	2,196,867
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,171	2.908	539,310	717081EN9	26738	504,332
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,169	10/01/2023	1,187	1.020	1,840,800	4366705V9	26983	1,833,192

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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
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,301	3.319	548,520	17325FAS7	26756	505,376
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,310	3.535	554,360	46625HJT8	26757	510,872
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,314	2.093	480,920	911159HHV5	26906	459,285
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,431	1.356	1,016,690	46647PBC8	27007	1,005,976
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,485	2.410	762,218	89236TGD1	26841	750,000
Honolulu City and Co	UBOC	1,500,000	1.892	04/13/2020	1,522,710	08/01/2024	1,492	1.058	1,554,900	438687KT1	26980	1,521,566
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,517	2.100	3,005,280	31422BK64	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,554	1.999	1,002,730	3130AHTF4	26880	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,610	2.386	1,503,300	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,626	0.830	2,005,840	3130A3GE8	26982	1,972,170
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,671	1.846	544,325	90331HMS9	26951	520,745
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,690	1.161	522,580	384802AE4	27000	515,434
W W Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,690	1.217	522,580	384802AE4	27005	514,160
Federal Agricultural	UBOC	2,300,000	1.300	03/11/2020	2,300,000	03/11/2025	1,714	1.300	2,301,265	31422BV56	26958	2,300,000
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,729	1.300	2,502,450	3133ELLT9	26960	2,500,000
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,735	1.038	1,022,210	899559QD3	27006	1,016,120
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,796	0.866	1,024,150	438516C80	27008	1,023,193
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,796	1.299	444,490	471376FJ7	27011	443,295
Precision Caspans	UBOC	1,500,000	3.250	06/25/2020	1,687,985	06/15/2025	1,810	1.033	1,683,615	740189AM7	27017	1,667,422
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	06/17/2025	1,812	1.500	747,525	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,818	1.050	748,785	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,820	0.700	499,605	3134GVR26	27016	500,000
Fund Total and Average		\$ 80,419,044	1.932		\$ 81,106,406		786	1.702	\$ 82,204,466			\$ 81,075,911
GRAND TOTALS:		\$ 188,048,214	1.853		\$ 188,169,506		671	1.844	\$ 191,428,851.			\$ 188,433,200

*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 06/30/2020

Investment# 26646	USB	Callable on 6/23/2023	Investment# 26955	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26736	HHLB	Callable on 12/26/2020	Investment# 26956	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26820	ORCL	Callable on 7/15/2023	Investment# 26957	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26831	TOY	Callable semi-annually starting 7/25/2021	Investment# 26958	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26841	TOY	Callable semi-annually starting 7/25/2021	Investment# 26959	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26846	WMT	Callable on 01/11/2023	Investment# 26960	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26848	FAMC	Callable quarterly starting 8/26/2020	Investment# 26961	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26871	FAMC	Callable quarterly starting 8/26/2020	Investment# 26962	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26872	FAMC	Callable quarterly starting 8/26/2020	Investment# 26963	FAMC	Callable semi-annually starting 09/11/2020
Investment# 26886	FAMC	Callable semi-annually starting 09/25/2020	Investment# 26964	FAMC	Callable semi-annually starting 09/25/2020
Investment# 26887	FAMC	Callable semi-annually starting 09/25/2020	Investment# 26965	FAMC	Callable semi-annually starting 09/25/2020
Investment# 26888	FAMC	Callable semi-annually starting 09/27/2021	Investment# 26966	FAMC	Callable semi-annually starting 09/27/2021
Investment# 26889	FAMC	Callable semi-annually starting 09/27/2021	Investment# 26967	FAMC	Callable semi-annually starting 09/27/2021
Investment# 26888	FAMC	Callable anytime starting 10/02/2020	Investment# 26968	FAMC	Callable anytime starting 10/02/2020
Investment# 26889	FAMC	Callable anytime starting 10/02/2020	Investment# 26969	FAMC	Callable anytime starting 10/02/2020
Investment# 26906	USBANK	Callable on 1/05/2024	Investment# 26970	FAMC	Callable anytime starting 10/02/2020
Investment# 26912	FAMC	Callable quarterly starting 11/27/2021	Investment# 26971	FAMC	Callable anytime starting 10/02/2020
Investment# 26923	FAMC	Callable quarterly starting 11/27/2021	Investment# 26972	FAMC	Callable anytime starting 10/02/2020
Investment# 26947	USBANK	Callable anytime starting 12/27/2024	Investment# 26973	FAMC	Callable anytime starting 10/02/2020
Investment# 26951	USBANK	Callable anytime starting 12/27/2024	Investment# 26974	FAMC	Callable anytime starting 10/02/2020

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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	708,000	1.940	07/30/2019	695,131	07/27/2020	26	1.996	708,936	313384ZX0	26850	708,007
Federal Home Loan Ba	USBT	202,000	1.489	01/06/2020	200,269	07/31/2020	30	1.522	201,980	313384A39A	26926	201,749
Fund Total and Average		\$ 911,000	1.840		\$ 895,400		27	1.891	\$ 910,916			\$ 909,756

GEO 2012A Debt Service

Federal Home Loan Ba	USBT	125,000	1.540	01/29/2020	124,171	07/01/2020	0	1.571	125,000	313384YV5A	26927	125,000
Federal Home Loan Ba	USBT	123,000	0.070	04/29/2020	122,885	07/01/2020	0	0.070	123,000	313384YV5A	26988	123,000
Fund Total and Average		\$ 248,000	0.811		\$ 247,156		0	0.827	\$ 248,000			\$ 248,000

GEO 2016A Debt Service

Federal Home Loan Ba	USBT	1,608,000	1.500	01/06/2020	1,596,141	07/01/2020	0	1.532	1,608,000	313384YV5A	26928	1,608,000
Federal Home Loan Ba	USBT	291,000	1.539	01/28/2020	289,071	07/01/2020	0	1.571	291,000	313384YV5A	26929	291,000
Federal Home Loan Ba	USBT	289,000	0.069	04/28/2020	288,964	07/01/2020	0	0.070	289,000	313384YV5A	26989	289,000
Fund Total and Average		\$ 2,188,000	1.316		\$ 2,174,176		0	1.344	\$ 2,188,000			\$ 2,188,000

Geothermal Special Reserve

Union Bank of Califo	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	211	1.424	1,519,525	912796LUC1	26940	1,508,608
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		211	1.424	\$ 1,519,525			\$ 1,508,608

Geo Decommissioning Reserve

Local Agency Investm	LAIF	316,631	2.020	07/01/2013	316,631		1	2.020	316,631	SYS70027	70027	316,631
Union Bank of Califo	UBOC	1,348,236	0.002	07/01/2013	1,348,236		1	0.002	1,348,236	SYS70034	70034	1,348,236
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	226	3.265	506,350	02665WCD1	26726	498,186
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	486,300	04/13/2021	286	3.276	509,680	89236TEU5	26727	498,777
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	404	3.169	511,999	14912L6J0A	26965	487,026
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	425	3.002	256,300	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	526	3.103	771,608	699353REY0	26553	744,392
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	679	2.329	891,698	037833CQ1	26489	860,754
University of Califo	UBOC	1,000,000	2.312	04/30/2018	1,024,800	05/15/2022	683	1.080	1,027,570	91412GZT1	27001	1,022,742
Wells Fargo Bank	UBOC	250,000	3.150	09/30/2018	250,000	08/30/2022	790	3.154	265,780	949763TLOA	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	791	3.051	265,238	39103OAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	797	3.152	265,903	254673TW8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	883	3.004	780,758	25468PCW4	26551	739,012

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond's Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	940	3.104	793,683	24422ERT8	26550	744,581
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	942	3.229	797,438	06406RAE7	26549	745,032
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	950	3.140	531,940	44932HAH6	26548	498,312
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	1,079	1.450	361,024	227183DH0	27003	356,152
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,122	1.635	940,760	3134GJBD7	26941	935,412
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	1,126	1.471	436,136	83412PCND	26978	431,503
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,155	3.203	272,470	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,163	3.301	273,378	1731ZQS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,377	0.875	1,594,754	3133ELLYX9	26976	1,590,000
Federal Farm Credit	UBOC	500,000	0.710	06/17/2020	500,000	06/17/2024	1,447	0.710	499,855	3133ELL93	27014	500,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,485	2.410	508,145	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,547	2.000	752,363	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,554	1.999	1,002,730	3130AH7F4	26891	1,000,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,584	1.846	347,655	78607QAY1	26977	348,501
WW Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,690	1.161	444,193	384802AE4	27002	438,119
Federal Farm Credit	UBOC	1,500,000	1.150	04/09/2020	1,500,000	04/09/2025	1,743	1.150	1,501,560	3133ELWCA	26979	1,500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,789	0.710	1,000,660	3136G4WA7	27010	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,825	0.800	500,115	3134GVV62	27027	500,000
Federal Home Loan Mt	UBOC	500,000	0.900	06/30/2020	500,495	06/30/2025	1,825	0.879	500,025	3134GVX45	27028	500,495
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,848	3.455	2,045,780	3133EJUT4	26644	1,999,493
Fund Total and Average		\$ 22,301,078	2.052		\$ 22,330,379		1138	1.994	\$ 22,824,315			\$ 22,363,356

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	43	1.590	65,989	912796TD1	26667	65,878
Fund Total and Average		\$ 66,000	1.551		\$ 64,996		43	1.591	\$ 65,989			\$ 65,878
GRAND TOTALS:		\$ 27,235,078	1.936		\$ 27,211,789		946	1.895	\$ 27,766,745.			\$ 27,283,598

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 06/30/2020

- Investment #26644 FFCB Callable anytime starting 7/23/2021
- Investment #26642 TOYOTA Callable semi-annually starting 7/25/2021
- Investment #26674 FAMC Callable semi-annually starting 09/25/2020
- Investment #26690 FHLLB Callable anytime starting 10/02/2020
- Investment #26691 FHLLB Callable anytime starting 10/02/2020
- Investment #26891 FHLMC Callable on 1/28/2021 only
- Investment #26894 FFCB Callable on and anytime after 4/8/2022
- Investment #26876 SCRWTR Callable anytime
- Investment #26879 FFCB Callable on and anytime after 10/9/2020
- Investment #27001 FHVA Callable anytime starting 6/4/2021
- Investment #27010 FFCB Callable starting 9/17/2020
- Investment #27027 FHLMC Callable quarterly starting 12/30/2020
- Investment #27028 FHLMC Callable quarterly starting 9/30/2020

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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	3,731,735	2.020	07/01/2013	3,731,735		1	2.020	3,731,735	SYS70028	70028	3,731,735
Union Bank of Califo	UBOC	1,928,570	0.002	07/01/2013	1,928,570		1	0.002	1,928,570	SYS70031	70031	1,928,570
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	117	1.606	2,004,995	3133EHJ95	26909	1,995,905
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	211	1.424	1,013,016	912796UC1	26924	1,005,739
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	274	1.000	1,016,730	13063DGA0	26999	1,013,394
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	563	3.314	515,710	07330NAQ8	26618	495,035
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	613	2.946	515,455	30231GAJ1	26621	495,653
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	622	3.182	573,876	91159HHC7	26651	548,391
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	806	3.051	518,225	74460DAB5	26546	493,030
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	896	3.051	528,045	92826CAC6	26547	497,144
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	924	3.215	525,250	89236TEL5	26619	493,981
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	959	3.121	525,870	68389XBR5	26545	493,985
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,004	3.182	525,325	911312BK1	26620	491,349
Colgate-Palmolive Co	UBOC	500,000	2.100	08/09/2018	528,660	05/01/2023	1,034	2.985	576,213	19418QEC0	26652	537,211
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,205	3.250	1,512,525	3130AEYR5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,628	1.744	542,605	931142DV2	26950	519,247
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,783	0.675	500,435	31422BA26	27004	500,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,825	0.800	500,115	3134GVV62	27026	500,000
Fund Total and Average		\$ 17,269,305	1.969		\$ 17,192,233		518	1.965	\$ 17,554,695			\$ 17,240,369

Hydro Initial Facilities

Federal Home Loan Ba	USBT	4,234,000	0.070	04/28/2020	4,233,473	07/01/2020	0	0.070	4,234,000	313384YV5A	26987	4,234,000
Fund Total and Average		\$ 4,234,000	0.070		\$ 4,233,473		0	0.071	\$ 4,234,000			\$ 4,234,000

Hydro Debt Service

Federal Home Loan Ba	USBT	797,000	1.539	01/28/2020	791,715	07/01/2020	0	1.571	797,000	313384YV5A	26930	797,000
Federal Home Loan Ba	USBT	4,856,000	1.500	01/06/2020	4,820,187	07/01/2020	0	1.532	4,856,000	313384YV5A	26931	4,856,000
Federal Home Loan Ba	USBT	792,000	0.070	04/28/2020	791,901	07/01/2020	0	0.070	792,000	313384YV5A	26990	792,000
Federal Home Loan Ba	USBT	1,564,000	0.130	06/26/2020	1,583,165	11/19/2020	141	0.131	1,582,939	313384QZ8	27018	1,583,193
Fund Total and Average		\$ 8,023,000	1.093		\$ 7,985,968		28	1.116	\$ 8,027,939			\$ 8,028,193

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	5,406,000	1.500	01/06/2020	5,366,131	07/01/2020	0	1.532	5,406,000	313384YV5A	26932	5,406,000
Federal Home Loan Ba	USBT	1,152,000	1.540	01/28/2020	1,144,362	07/01/2020	0	1.571	1,152,000	313384YV5A	26933	1,152,000
Federal Home Loan Ba	USBT	1,144,000	0.069	04/28/2020	1,143,858	07/01/2020	0	0.070	1,144,000	313384YV5A	26991	1,144,000

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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	\$ 7,702,000	1.294		\$ 7,654,351		0	1.321	\$ 7,702,000			\$ 7,702,000

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	3,945,000	1.500	01/06/2020	3,915,906	07/01/2020	0	1.532	3,945,000	313384YV5A	26934	3,945,000
Federal Home Loan Ba	USBT	811,000	1.540	01/28/2020	805,623	07/01/2020	0	1.571	811,000	313384YV5A	26935	811,000
Federal Home Loan Ba	USBT	806,000	0.069	04/28/2020	805,900	07/01/2020	0	0.070	806,000	313384YV5A	26992	806,000
	Fund Total and Average	\$ 5,562,000	1.299		\$ 5,527,429		0	1.326	\$ 5,562,000			\$ 5,562,000

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	404	1.790	689,131	3134G93A3	28432	689,617
	Fund Total and Average	\$ 689,000	1.875		\$ 691,391		404	1.790	\$ 689,131			\$ 689,617

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Calif	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	211	1.424	1,519,525	912796UC1	26942	1,508,608
	Fund Total and Average	\$ 1,521,000	1.390		\$ 1,499,682		211	1.424	\$ 1,519,525			\$ 1,508,608

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	34	1.660	100,209	3133EE5Z9	26244	100,006
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,982	02/15/2021	229	2.251	147,882	9128283X6	26539	145,998
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	561	2.380	4,058,960	3137EADB2	25852	3,927,727
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	610	1.850	150,276	3133EKH66	26675	150,000
	Fund Total and Average	\$ 4,324,000	2.338		\$ 4,322,563		539	2.341	\$ 4,467,327			\$ 4,323,731
	GRAND TOTALS:	\$ 49,330,305	1.495		\$ 49,106,080		245	1.505	\$ 49,746,617.			\$ 49,286,518

*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 06/30/2020

- Investment #26701 FHLB
- Investment #26875 FFCC
- Investment #26950 WMT
- Investment# 27004 FAMCA
- Investment# 27026 FHLMC

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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	756	0.600	01/24/2020	756		1	0.600	756	SYS79017	79017	756
Federal National Mtg	USBT	225,000	0.080	04/07/2020	225,946	07/24/2020	23	0.081	225,982	313588ZU2	26971	225,988
Federal Home Loan Ba	USBT	226,000	0.099	06/26/2020	225,981	07/27/2020	26	0.101	225,980	313384ZX0	27019	225,984
Federal Home Loan Ba	USBT	113,000	0.100	04/28/2020	112,970	07/31/2020	30	0.101	112,889	313384A33A	26993	112,991
Federal Home Loan Ba	USBT	227,000	1.530	01/28/2020	225,186	08/03/2020	33	1.563	226,968	313384A66A	26946	226,682
Fund Total and Average		\$ 792,756	0.504		\$ 790,839		28	0.514	\$ 792,675			\$ 792,401
GRAND TOTALS:		\$ 792,756	0.504		\$ 790,839		28	0.514	\$ 792,675.			\$ 792,401

*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 06/30/2020

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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		89,642	2.020	07/01/2013	89,642		1	2.020	89,642	SYS70046	70046	89,642
Fund Total and Average		\$ 89,642	2.020		\$ 89,642		1	2.020	\$ 89,642			\$ 89,642

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	132	0.600	07/01/2013	132		1	0.600	132	SYS79003	79003	132
Federal Home Loan Ba	USBT	484,753	0.129	06/26/2020	484,744	11/19/2020	141	0.131	484,675	313384Q28	27020	484,753
Fund Total and Average		\$ 485,132	0.130		\$ 484,876		141	0.132	\$ 484,807			\$ 484,885

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	587	0.600	07/01/2013	587		1	0.600	587	SYS79004	79004	587
Federal Home Loan Ba	USBT	659,654	0.130	06/26/2020	659,652	11/19/2020	141	0.131	659,558	313384Q28	27021	659,654
Fund Total and Average		\$ 660,587	0.130		\$ 660,239		141	0.132	\$ 660,145			\$ 660,251

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	507	0.600	07/01/2013	507		1	0.600	507	SYS79012	79012	507
Federal Home Loan Ba	USBT	1,134,423	0.130	06/26/2020	1,133,402	11/19/2020	141	0.131	1,133,240	313384Q28	27022	1,133,423
Fund Total and Average		\$ 1,134,507	0.130		\$ 1,133,909		141	0.132	\$ 1,133,747			\$ 1,133,930

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	67,969	0.115	06/26/2020	67,968	11/19/2020	141	0.117	67,956	9127963A5	27023	67,969
Fund Total and Average		\$ 68,000	0.115		\$ 67,968		141	0.117	\$ 67,956			\$ 67,969

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	4,427,542	0.600	07/01/2013	4,427,542		1	0.600	4,427,542	SYS79005	79005	4,427,542
Federal Home Loan Ba	USBT	416,535	1.500	01/28/2020	413,823	01/15/2021	198	1.537	419,584	313385AQ9A	26943	416,535
Federal Home Loan Mt	USB	149,075	1.125	07/28/2017	146,648	08/12/2021	407	1.699	151,596	3137EAE9	26454	149,075
Federal Home Loan Ba	USB	4,127,727	2.125	08/28/2017	4,166,306	06/10/2022	709	1.760	4,247,313	313379Q69	26463	4,127,727
Fund Total and Average		\$ 9,097,542	1.340		\$ 9,156,319		337	1.186	\$ 9,246,035			\$ 9,120,879

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,218,436	0.600	07/01/2013	2,218,436		1	0.600	2,218,436	SYS79006	79006	2,218,436
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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
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	23	1.980	149,988	313364ZU6	26845	149,816
Fund Total and Average		\$ 2,368,436	0.684		\$ 2,365,516		2	0.687	\$ 2,368,424			\$ 2,368,252

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,010	0.600	07/01/2013	1,010	07/30/2020	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	29	1.484	754,925	812796WY1	26944	754,116
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,122	1.635	382,341	3134GU6D7	26945	380,167
Fund Total and Average		\$ 1,135,010	1.518		\$ 1,130,654		395	1.534	\$ 1,138,276			\$ 1,135,293

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	7,421,246	0.002	07/18/2013	7,421,246		1	0.002	7,421,246	SYS70041	70041	7,421,246
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	288	1.590	504,505	3133EKY83	26892	499,650
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,985	10/07/2021	463	1.555	502,871	89236TGJ8	26953	496,506
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	488	1.000	529,915	58607ECD4	26986	529,894
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	588,290	05/23/2022	691	2.456	619,657	90331HPC1	26822	597,093
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	486,569	12/01/2024	1,614	1.776	515,071	14912L6G1	26952	493,881
Fund Total and Average		\$ 11,513,902	0.940		\$ 11,583,971		160	0.653	\$ 11,630,921			\$ 11,575,926
GRAND TOTALS:		\$ 26,553,758	1.011		\$ 26,673,124		214	0.835	\$ 26,819,953.			\$ 26,637,027

*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 06/30/2020
Investment #26822 USB Callable on and anytime after 4/22/2022
Investment #26945 FFLMC Callable on 1/28/2021 only



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Commission Staff Report

July 9, 2020

COMMISSION MEETING DATE: July 23, 2020

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

AGENDA CATEGORY: Consent

FROM: Tony Zimmer <i>TZ</i> Assistant General Manager	METHOD OF SELECTION: 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>		
<hr/> <hr/>		

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

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2 UNITED STATES
3 DEPARTMENT OF ENERGY
4 WESTERN AREA POWER ADMINISTRATION
5 SIERRA NEVADA CUSTOMER SERVICE REGION
6 CENTRAL VALLEY PROJECT, CALIFORNIA

7 AMENDMENT 5

8 TO THE

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

11 WITH

12 UNITED STATES
13 DEPARTMENT OF THE INTERIOR
14 BUREAU OF RECLAMATION
15 MID-PACIFIC REGION

16 AND

17 CENTRAL VALLEY PROJECT CUSTOMERS

18 **1. PREAMBLE:**

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

26 **2. EXPLANATORY RECITALS:**

27 2.1 The Parties entered into the Primary Agreement on November 12, 1997.

28 ///

///

///

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 ///

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
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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 WESTERN AREA POWER ADMINISTRATION

21 By: _____

22 Sonja A. Anderson

23 Title: _____
24 Vice President of Power Marketing for
25 Sierra Nevada Region

26 Address: _____
27 114 Parkshore Drive

28 _____
Folsom, CA 95630

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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 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

27

28

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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 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

27
28

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

20
21 EASTSIDE POWER AUTHORITY

22
23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

27

28

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

20
21 LASSEN MUNICIPAL UTILITY DISTRICT

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

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

20
21 NASA – AMES RESEARCH CENTER

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

27
28

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

20
21 NORTHERN CALIFORNIA POWER AGENCY

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

27
28

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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: _____ _____

27

28

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

20
21 CITY OF REDDING

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

27
28

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

20
21 CITY OF ROSEVILLE

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

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

20
21 SAN JUAN WATER DISTRICT

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

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19 executed the day and year first above written.

20
21 **SACRAMENTO MUNICIPAL UTILITY DISTRICT**

22
23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

27
28

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19 executed the day and year first above written.

20
21 CITY OF SANTA CLARA
22 DBA SILICON VALLEY POWER

23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

27
28

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19 executed the day and year first above written.

20
21 TRINITY PUBLIC UTILITIES DISTRICT

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

27
28

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19 executed the day and year first above written.

20
21 TURLOCK IRRIGATION DISTRICT

22
23 By: _____

24 Title: _____

24 Attest:

25 By: _____

25 Address: _____

26 Title: _____

26 _____

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20
21 BUREAU OF RECLAMATION

22
23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

27
28



13

Commission Staff Report

Date: July 15, 2020

COMMISSION MEETING DATE: July 23, 2020

SUBJECT: Peterson Power Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-55 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Peterson Power Systems, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$215,000 to \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Inspection, load testing, air compressor and generator maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with Peterson Power Systems, Inc. effective March 8, 2019 for an amount not to exceed \$215,000. The recent Geothermal Facility Plant 1 fire pump diesel engine overhaul, coupled with renting portable generators for the duration of the Plant 1 & 2 outages, have quickly exhausted the funds available under this agreement. This First Amendment will increase the not to exceed amount from \$215,000 to \$1,000,000. This Agreement is still available for use at any facility owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. NCPA currently has an agreement in place for similar services with Koffler Electric Mechanical Apparatus Inc., dba Kemar and Vince Sigal Electric, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over the existing five year term through March 8, 2024, to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

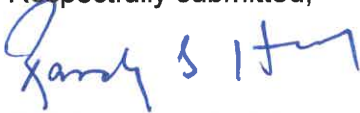
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 1, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on July 6, 2020, and was approved.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive, flowing style.

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement between NCPA and Peterson Power Systems, Inc.
- First Amendment to Multi-Task General Services Agreement between NCPA and Peterson Power Systems, Inc.

RESOLUTION 20-55

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH PETERSON POWER SYSTEMS, INC.

(reference Staff Report #177:20)

WHEREAS, inspection, load testing, air compressor/generator maintenance, etc. services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

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

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement with Peterson Power Systems, Inc., on March 8, 2019 for a not to exceed amount of \$215,000; and

WHEREAS, the recent Geothermal Facility Plant 1 fire pump diesel engine overhaul, coupled with renting portable generators for the duration of Plant 1 & 2 outages, have quickly exhausted the funds available under this agreement; and

WHEREAS, NCPA now seeks to increase the not to exceed amount to \$1,000,000 to ensure sufficient funds are available for the remainder of the contract term; 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 Multi-Task General Services Agreement with Peterson Power Systems, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$215,000 to \$1,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, or by SCPPA Members.

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

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include Alameda, San Francisco BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah, Plumas-Sierra.

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Peterson Power Systems, Inc., a corporation with its office located at 3710 Regional Parkway, Santa Rosa, CA 95403 ("Contractor") (together sometimes referred to as the "Parties") as of March 8, 2019 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED FIFTEEN THOUSAND** dollars (\$215,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Intentionally Omitted

4.4 Pollution Insurance. Intentionally Omitted

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole, gross or active negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials 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, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor 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 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with

respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

Section 10. PROJECT SITE.

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

and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 **Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 **Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

Mathew George
GM Commercial Engine Services
3710 Regional Parkway
Santa Rosa, CA 95403
1-866-796-5610

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

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

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

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

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

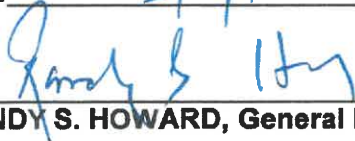
NORTHERN CALIFORNIA POWER AGENCY

PETERSON POWER SYSTEMS, INC.

Date

3/8/19

Date



See counterpart

RANDY S. HOWARD, General Manager

MATHEW GEORGE, GM Commercial Engine Service

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

PETERSON POWER SYSTEMS, INC.

Date _____

Date 3-7-2019

RANDY S. HOWARD, General Manager



MATHEW GEORGE, GM-Commercial
Engine-Service
Robert Kiewer
Product Support SAVES MGR

Attest:

Lichelle Schellertman for
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Peterson Power Systems, Inc. ("Contractor") shall provide labor, equipment and materials as needed to perform routine, emergency and preventive maintenance as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Services included, but not limited to the following:

- Inspection services
- Load testing
- Air compressor service
- Generator and Stand-by Generator service
- Pump service
- Engine service
- Replacement parts
- Rental or Equipment

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- Pricing for services to be performed will be quoted at the time services are requested.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E – Not Applicable

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PETERSON POWER SYSTEMS, INC.

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Peterson Power Systems, Inc. (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2020.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective March 8, 2019, (the “Agreement”) for Peterson Power Systems, Inc. to provide labor, equipment and materials as needed to perform routine, emergency and preventive maintenance services as requested by Northern California Power Agency (“Agency”) at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority (“SCPPA”) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$215,000 to a ‘NOT TO EXCEED amount of \$1,000,000; and

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

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows:

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

The remainder of Section 2 of the Agreement is unchanged.

2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

SIGNATURES ON FOLLOWING PAGE

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

PETERSON POWER SYSTEMS, INC.

RANDY S. HOWARD, General Manager

**ROBERT KLIEWER, Product Support Sales
Manager**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



14

Commission Staff Report

Date: July 15, 2020

COMMISSION MEETING DATE: July 23, 2020

SUBJECT: NCPA Geothermal Plant 1 Fire System Modernization Project; Applicable to the following projects: NCPA Geothermal Facility.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>J.L.</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

RECOMMENDATION:

Approval of Resolution 20-56 authorizing the NCPA Geothermal Plant 1 Fire System Modernization Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a forecasted amount not to exceed \$1,200,000, including approval of \$320,000 for the project contingency from the Maintenance Reserve fund.

BACKGROUND:

The fire protection system at NCPA's Geothermal Plant 1 is malfunctioning, unserviceable, unsupported by the manufacturer, and is no longer considered reliable. The Plant 1 fire protection system is critical to the safety of NCPA personnel and the preservation of plant equipment in the event of a fire. NCPA staff is seeking approval for a full replacement of the fire protection system in Plant 1 which includes the following:

- Replacement of the main Fire Alarm and Control Panel.
- Replacement of fire pump controls.
- Installation of additional automatic wet pipe sprinkler protection.
- Replacement of malfunctioning smoke and thermal detection devices.
- Repair and replacement of many corroded and end of life components and parts.
- Removal of carbon dioxide suppression in areas regularly occupied by plant personnel.
- Replace of Halon system with clean agent system.

FISCAL IMPACT:

The Plant 1 Fire System Modernization Project forecasted cost is approximately \$1,200,000. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures. Below is a breakdown of the project cost:

Approved Project budget for FY21:	= \$800,000
CEC DCBO requirements (10% Add):	= \$ 80,000
Project Contingency (from Maintenance Reserve):	= \$320,000

Note: 40% contingency is high, but there are many risks associated with the project. These include accelerated timeline, condition of piping and equipment to be reused, working in an operating powerhouse, impact of COVID-19, potential PSPS or Wildfire, etc.

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, NCPA will solicit bids to perform the work required for this Project. Bids will be solicited from as many qualified providers as possible. Bids will be awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

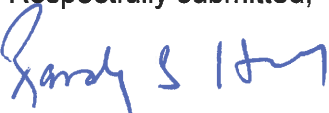
ENVIRONMENTAL ANALYSIS:

This maintenance activity is exempt from the California Environmental Quality Act as a Class 1 Existing Facilities exemption (Title 14 California Code of Regulations Section 15301[b]). NCPA filed a Notice of Exemption that covers this activity with both Lake and Sonoma Counties. Thus, no environmental review of this action is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 1, 2020, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

RESOLUTION 20-56

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE NCPA GEOTHERMAL PLANT 1 FIRE SYSTEM MODERIZATION
PROJECT**

(reference Staff Report #177:20)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants; and

WHEREAS, the fire system at NCPA's Geothermal Plant 1 is malfunctioning, unserviceable, unsupported by the manufacturer, and no longer considered reliable. The Plant 1 fire protection system is critical to the safety of NCPA personnel and the preservation of plant equipment in the event of a fire; and

WHEREAS, the replacement, upgrade, and modernization of the existing fire protection system will protect and sustain Plant 1 for many years into the future; and

WHEREAS, this maintenance activity is exempt from the California Environmental Quality Act as a Class 1 Existing Facilities exemption (Title 14 California Code of Regulations Section 15301[b]). NCPA filed a Notice of Exemption that covers this activity with both Lake and Sonoma Counties. Thus, no environmental review of this action is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the NCPA Geothermal Plant 1 Fire System Modernization Project, and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a forecasted amount not to exceed \$1,200,000, including approval of \$320,000 for the project contingency from the Maintenance Reserve fund.

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

July 13, 2020

COMMISSION MEETING DATE: July 23, 2020

SUBJECT: Nomination of the FY 2020-21 Slate of Officers and At-Large Executive Committee Members

AGENDA CATEGORY: Discussion/Action

FROM:	Roger Frith	METHOD OF SELECTION:
	Chair	N/A
Division:	Executive Committee/Nominating Committee	
Department:	Commission	

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

RECOMMENDATION:

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-54 approving the election of the FY 2020-21 Slate of Officers for the positions of Chair and Vice Chair, and five (5) Commissioners as at-large Executive Committee Members. The FY2020-21 Slate of Officers are Teresa O'Neill as Chair and David Hagele as Vice Chair, and Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members.

BACKGROUND:

As referenced in the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting. Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur.

As set forth in the NCPA Bylaws, the Nominating Committee, consisting of Roger Frith, John Allard, Dan Beans, and Greg Scharff, met on June 11, 2020, and agreed to a Slate of Officer nominations for Executive Committee consideration. The Nominating Committee brought forth a Slate of Officers to the Executive Committee at its regular June meeting, and recommended the FY 2020-21 Slate of Officers comprising of Teresa O'Neill as Chair and David Hagele as Vice Chair, with Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members.

FISCAL IMPACT:

No monetary impact to the Agency is expected to result from this action.

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 Executive Committee on June 25, 2020. The Executive Committee recommended approval of the Nominating Committee's recommendation.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Roger Frith".

Roger Frith
COMMISSION CHAIR

Attachment:

- Resolution 20-54

RESOLUTION 20-54

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION OF THE FY 2020-21 SLATE OF OFFICERS AND AT-LARGE EXECUTIVE COMMITTEE MEMBERS

(reference Staff Report #175:20)

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (NCPA) (the NCPA Bylaws), Section 10 (iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee prior to the July meeting of the Commission; and

WHEREAS, the Nominating Committee shall make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission; and

WHEREAS, the term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting, and shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, the Nominating Committee, consisting of Roger Frith, John Allard, Dan Beans, and Greg Scharff, met on June 11, 2020, and agreed to the FY 2020-21 Slate of Officers for recommendation to the Executive Committee at its June 25 regular scheduled meeting; and

WHEREAS, the Executive Committee approved the Nominating Committee's recommended Commission approval of the FY 2020-21 Slate of Officers consisting of Teresa O'Neill as Chair and David Hagele as Vice Chair, and Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt the resolution approving the election of the FY 2020-21 Slate of Officers for the positions of Chair and Vice Chair, and five (5) Commissioners as at-large Executive Committee Members consisting of Teresa O'Neill as Chair and David Hagele as Vice Chair, and Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee 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