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Minutes - DRAFT

Date: July 23, 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 at 9:36 am at Murphys Suites, 134 Highway 4, Murphys, CA. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the June 25, 2020, Regular Commission Meeting

Motion: A motion was made by Mark Chandler, and seconded by Jerry Serventi to approve the Minutes of the June 25, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Port of Oakland, Truckee Donner, and Ukiah were absent.*

Mel Grandi, Ukiah, joined the call at 9:45 am.

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. Reinstated a voluntary telecommuting process for the HQ employees, and will continue to monitor the childcare issue through the end of the year for those employees impacted. A few employee's children tested positive for COVID-19, which required the employee to self-isolate for 14 days. Due to a new employee testing positive for COVID-19, all new employees will be required to take a COVID-19 test prior to employment to ensure the safety of the employees already working at the facilities. In addition, implemented a temporary hiring freeze due to an increase in COVID-19 cases in the area. Employees have been asked to continue to follow health and safety protocols such as physical distancing and wearing a face mask when moving through all Agency facilities.
- In the process of procuring more N95 masks for the plants and members.

- All Agency events, including in-person meetings, are cancelled through the end of the year.
- NCPA staff is working with the Resort at Squaw to move the 2020 Annual Conference deposit to 2022.
- Provided a draft outline of the proposed Strategic Plan to the Executive Committee for their review.
- Meeting with the new General Manager of Truckee Donner PUD next month.
- The Transmission Agency of Northern California (TANC) Board is in the process of hiring an interim General Manager for at least six months to fill in until the Board is able to hire a full-time General Manager. Asked for support to have NCPA hire individual and loan them to TANC with cost recovery.
- PG&E is considering increasing transmission rates by 31%.

4. *Executive Committee*

Committee Chair Frith reported the Executive Committee met once, via teleconference, since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and discussed the FY 2020 performance evaluation schedule/process for the General Manager and General Counsel.

5. *Facilities Committee*

Assistant General Manager Tony Zimmer reported the Committee met once, via teleconference, since the last Commission meeting. The Committee met and discussed Consent items 13 and 14 on today's agenda. A quorum of the Committee was established. The Committee did recommend Commission approval of both 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 the Committee met once, via teleconference, since the last Commission meeting. The Committee met in Closed Session and discussed items 16 and 17 on today's agenda. No reportable action taken on those items. The next meeting is scheduled for September 3, 2020.

8. *Legislative & Regulatory Affairs Committee*

L&R Committee Chair Mark Chandler reported 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. This month Members heard from Western Area Power Administration Administrator Mark Gabriel, and Congressman Jared Huffman. Agency Members also held virtual meetings with each respective congressional delegation, including both Senators, to urge for the provision of direct aid to utilities and a lifting of the moratorium on advance refunding to help provide relief to public power systems affected by the revenue impacts of COVID-19. The next meeting is scheduled for August 26, 2020.

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.

Staff pulled item 12 from the Agenda due to a lack of a unanimous vote of the Pool Participants - this item will be agenzized at the August meeting for consideration and approval. Item 14 was pulled from the Agenda due to an insufficient amount of bids submitted on this project.

Motion: A motion was made by Teresa O'Neill, and seconded by Mel Grandi to approve the Consent Calendar consisting of Items 10, 11, and 13. The motion carried by a majority of those members present on a roll call vote with no abstentions.

San Francisco BART, Gridley, Port of Oakland, and Truckee Donner were absent.

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

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

12. PULLED AND TABLED FOR THE AUGUST MEETING -- 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.

Resolution, 20-55, 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 – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with 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.

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.

13. ITEM PULLED FROM THE AGENDA -- Resolution, 20-56, NCPA Geothermal Plant 1 Fire System Modernization Project; Applicable to the following projects: NCPA Geothermal Facility – adopt resolution all members 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.

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.

DISCUSSION / ACTION ITEMS

- 14. Resolution 20-54, Nomination of the FY 2020-21 Slate of Officers and At-Large Executive Committee Members** – adopt resolution by all members approving the election of the FY 2020-21 Slate of Officers for the positions of Chair and Vice Chair, and five 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.

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

Chair Frith reported the NCPA Nominating Committee, consisting of Roger Frith, John Allard, Dan Beans, and Greg Scharff, met and recommended Commission approval of the FY 20-21 Slate of Officers and at-large representatives. Chair Frith opened the floor for nominations. No other nominations were given. Officers and at-large representatives will take office at the regular scheduled meeting of the Commission on September 25, 2020.

Motion: A motion was made by Mark Chandler, and seconded by John Allard to adopt resolution approving the election of the FY 2020-21 Slate of Officers for the positions of Chair and Vice Chair, and five 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. Motion carried by a majority of those members present. *San Francisco BART, Gridley, Port of Oakland, and Truckee Donner were absent.*

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

CLOSED SESSION

- 15. 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.
- 16. 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

Chair Frith announced that it has been a pleasure serving as Chair of the Commission for the last two years and on the Commission for the past 15 years, but he is planning to step down from the Commission following the meeting in September.

ADJOURNMENT

The July 23, 2020, Commission meeting was adjourned at 10:30 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Attachments

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Northern California Power Agency
Commission Meeting / Teleconference
July 23, 2020
COMMISSIONER
Attendance List

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

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

**Northern California Power Agency
Commission Meeting / Teleconference
July 23, 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
Michelle Bertolino	Roseville
Pauline Roccucci	Roseville
Basil Wong	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Cary Padgett	NCPA
Tony Zimmer	NCPA
Elizabeth Gonzalez	NCPA

CONSENT CALENDAR

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

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

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: July 23, 2020

Consent Items Listed on the Agenda: # 10 to # 14

Consent Items Removed from the Agenda and Approved Separately:

14, 12

ROLL-CALL VOTE BY MEMBERS:

Sup/ukiah

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

ATTEST:


 Cary A. Padgett
 Assistant Secretary to the Commission

Failed
Hem 12

**Northern California Power Agency
ROLL CALL VOTE**

Topic: item #2 Minutes

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

Passed and adopted this 23rd day of July 2020, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST:

CARY A. PADGETT
Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 20-54

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

Passed and adopted this 23rd day of July 2020, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST: _____
CARY A. PADGETT
Assistant Secretary

#3

SUPPORT SERVICES PROGRAM STATUS REPORT

August 20, 2020

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

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0177	Port of Oakland	8/14/20	\$ 15,465.00	Trimark Associates, Inc. ; Create portal managed by Trimark for the Port to access meter data remotely. Dashboard to include meters Culbertson, Davis, SS-1, and SS-1a.
0176	City of Santa Clara	7/24/20	\$ 14,318.25	Unique Scaffold; Scaffolding services for valve inspections at Cogen facility.
0175	City of Roseville	6/15/20	\$ 47,500.00	Energy & Resource Solutions; energy efficiency and electrification services in FY21.
0174	City of Roseville	6/4/20	\$ 25,027.60	Gannett Fleming, Inc.; structural engineering services for the design of two pad foundations and two pier foundations for Fiddymont substation transformer addition project.
0173	City of Roseville	6/3/20	\$ 20,198.50	Gannett Fleming, Inc.; civil engineering design services for Industrial Substation Bay 2 switchgear foundation.
0172	City of Lompoc	5/11/20	\$ 25,590.00	Navigant Consulting/Guidehouse; independent review of Wildfire Mitigation Plan.
0169	City of Healdsburg	4/14/20	\$ 8,920.00	HOT/SHOT Infrared Inspections, Inc.; for ground infrared inspections of substation and 12kv circuits in Healdsburg WUI area.
0168	City of Santa Clara	5/4/20	\$ 24,118.72	Performance Mechanical, Inc.; maintenance to address Quench Tee Leak at DVR facility.
0167	City of Santa Clara	6/4/20	\$111,015.00	Unique Scaffold; for scaffolding services at DVR facility for outages in 2020 as requested.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0165	Alameda Municipal Power	4/10/20	\$ 50,878.00	Cadmus Group LLC; EM&V study for two programs: Residential Online Rebate Portal and the Self-Install Commercial Rebate Program.
0164	City of Palo Alto	6/16/20	\$ 51,015.00	IEC Corporation; engineering services to develop technical bid packages for electrical circuit breaker replacements at various substation sites within the City of Palo Alto.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0162	City of Redding	4/13/20	\$ 8,569.60	Hometown Connections; to provide Leadership Development Workshop.
0160 Amd.	City of Santa Clara	5/4/20; Amd. 8/4/20	\$ 73,115.00	HRST, Inc.; for preparation of feasibility study to address failures which have occurred on two Allison 501 combustion turbines in the finned portion of the boiler plates; additional services to investigate stack lean issue & review chemistry program.
0159	Alameda Municipal Power	3/18/20	\$ 23,670.00	Navigant Consulting, Inc.; Independent review and assessment services for AMP's Wildfire Mitigation Plan.
0157	City of Lodi	7/2/20	\$154,480.00	Cooperative Response Center; after hours Customer Care answering services and Energy Dispatch services.
0154	Port of Oakland	1/31/20	\$ 25,945.00	Navigant Consulting, Inc.; Independent evaluation services for Wildfire Mitigation Plan.
0153	City of Santa Clara	4/3/2020	\$ 34,510.00	Aspen Environmental; consulting services rata analysis as requested by SVP.
0152	City of Santa Clara	1/22/20	\$ 96,510.00	Aspen Environmental; consulting services re meter data analysis and related work as requested by SVP
0151	City of Healdsburg	2/1/20	\$ 50,000.00	IEC Corporation; services related to the development of a power purchase agreement and review/consulting on the proposed design and materials for a floating solar project.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
0146	City of Palo Alto	5/26/20	\$ 3,770.00	Lakeshore Global; perform Member compliance audit, Green-e Process Audit verification protocol in effect for RY19 and issue report.
0145	City of Palo Alto	5/26/20	\$ 2,740.00	Lakeshore Global; perform Member compliance audit, SVP Standard 2018 and SVP Residential 2018, for CEC's Amended Power Source Disclosure Program Regulations.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0139	City of Santa Clara	2/19/20	\$ 3,944.90	Nor-Cal Battery Company; Maintenance of plant battery chargers at DVR facility.
0137	City of Healdsburg	10/24/19	\$ 35,350.00	Navigant Consulting Inc.; Independent assessment of Healdsburg's Wildfire Mitigation Plan.
0136	City of Healdsburg	10/1/19	\$ 15,000.00	NCPA; provide graphic design services on an as-needed basis.
0133	City of Santa Clara	12/23/19	\$ 47,195.00	Fossil Energy Research Corp; review NOx monitor system and data to assist with values and recommendations for correction; AIG tuning as requested.
0117	City of Lodi	8/22/19	\$236,740.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0114	City of Santa Clara	7/1/19	\$ 65,180.00	Cadmus Group, LLC; provide consulting services to conduct evaluation for SVP's Small Business Exterior Lighting Program.
0110	City of Santa Clara	6/20/19	\$48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA or SCPPA Member	Date	Amount	Vendor Name & Short Description
0178	City of Roseville	7/14/20	\$ 35,005.00	RKS Research & Consulting; conduct CMUA 2020 Statewide Residential Research and additional oversampling among Residential customers.
0171	City of Redding	7/13/20	\$125,000.00	Alternative Energy Systems, Inc. – continued energy efficiency and engineering support services in FY21.
0149	City of Lodi	3/18/20	\$ 53,325.00	Efficiency Services Group, LLO; provide "Keep Your Cool" Commercial Refrigeration Program through FY21.
0144	City of Santa Clara	12/3/19	\$814,813.97	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20 and FY21.



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: August 27, 2020
To: NCPA Commission
Subject: August 5, 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: August 17, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: August 5, 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 9:03 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Johnstone Kipyator (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Tikan Singh (Lompoc) Shiva Swaminathan (Palo Alto), Nick Rossow (Redding), Basil Wong, and Steve Hance (Santa Clara), and Willie Manual, and Owen Goldstrom (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra, 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** – Approve minutes from the July 1, 2020 Facilities Committee meeting.

Motion: A motion was made by Brian Schinstock and seconded by Tikan Singh recommending approval of the July 1, 2020, Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara and TID. The motion passed.

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

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. NorCal Power Services, LLC, was the low bidder on a recent project, but due to timing, staff had to move forward with the next low bidder in which NCPA already had an agreement

with. NCPA desires to enter into a multi-task enabling agreement with NorCal Power Services, LLC, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA currently has agreements in place with Electrical Maintenance Consultants, and Hart High Voltage for similar services. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with NorCal Power Services, LLC, for electrical maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara and TID. The motion passed.

- 4. All NCPA Facilities, Members, SCPPA – Evoqua Water Technologies, LLC First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement, extending the agreement expiration date from September 1, 2020 to November 1, 2020, with no change to the not to exceed amount, 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 Evoqua Water Technologies, LLC, effective September 1, 2015. This agreement is expiring on September 1, 2020. NCPA requested competitive bids specifically for the water treatment services required for the CT facilities. Evoqua Water Technologies, LLC, was the winning bidder. The negotiation process for the new agreement is taking more time than anticipated. This First Amendment will extend the expiration date from September 1, 2020 to November 1, 2020 which will allow for finalizing negotiations. There is no change to the not to exceed amount. This Agreement is still available for use at any facility owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. A draft Commission Staff Report and draft First Amendment along 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 Tikan Singh and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for water treatment related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from September 1, 2020 to November 1, 2020, with no change to the not to exceed amount or other contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 5. All NCPA Facilities, Members, SCPPA – First Global Gear Services, LLC dba FGGS, LLC MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC, for turbo machinery maintenance services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA had a previous agreement in place with First Global Gear Services, LLC, dba FGGS, LLC, which expired. This is an enabling agreement with no commitment of funds. Staff has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into a multi-task enabling agreement with First Global Gear Services, LLC, dba FGGS, LLC, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA does not currently have any agreements in place with similar vendors at this time. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC, for turbo machinery related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 6. CY 2021 NCPA Capacity Pool Rates** – Staff presented background information and was seeking a recommendation for approval of the Resource Adequacy capacity rates, to be used in the NCPA Capacity Pool during calendar year 2021. Each Pool Member has established a Resource Adequacy Program that works in conjunction with the CAISO Resource Adequacy Program. To enable efficient transfers of Resource Adequacy Capacity between the Pool Members, NCPA developed the Capacity Pool that is fully described in Pooling Agreement Schedule 4. Pursuant to Section 3.8 of Pooling Agreement Schedule 4, capacity pricing for both system and local area capacity will be developed annually, and will be established pursuant to Commission adoption and approval. Prices may be developed by one of the following methods, or a combination of these including, a negotiated price, a market price survey, or the CAISO backstop procurement proxy value.

Motion: A motion was made by Basil Wong and seconded by Tikan Singh recommending Commission approval, subject to an alternative recommendation as may be provided by the NCPA Pooling Committee, establishing the following as the Resource Adequacy Capacity rates to be used in the CY 2021 NCPA Capacity Pool:

- Local Capacity = \$6.00 / kW-Month (May 2021 – September 2021); and, \$5.50 / kW-Month (January 2021 – April 2021 and October 2021 – December 2021)
- System Capacity = \$5.50 / kW-Month (May 2021 – September 2021); and, \$5.00 / kW-Month (January 2021 – April 2021 and October 2021 – December 2021)
- Flexible Capacity Attribute = \$0.50 / kW-Month

A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, and Santa Clara. ABSTAIN = Roseville. The motion passed.

- 7. NCPA Hydroelectric Facility – Hydro Wildfire Risk Mitigation Project** – Staff presented background information and was seeking a recommendation for Commission approval to increase the not to exceed amount of the Hydroelectric Wildfire Risk Mitigation Project from \$3,000,000 to \$3,250,000, including approval for the additional funds to be paid from the Hydro Maintenance Reserve fund.

Design and construction of the first circuit of the Collierville-Bellota 230 kV line was completed in 1988. The second circuit was added around 1991. Both circuits utilized first-generation EPDM

polymer insulators. When the Collierville-Bellota 230 kV line was put into service, manufacturers did not typically recommend corona rings on 230 kV lines, as this was a practice normally reserved for extra high voltage (345 kV and above). Since then, operational experience, EPRI testing, and advanced product research laboratory testing has indicated a need for corona rings at the line end of 230 kV polymer insulators.

In September 2019, NCPA contracted with Power Engineers to prepare a Wildfire Risk Mitigation Report and Recommendations. Part of the Collierville-Bellota 230 kV line crosses through CAL FIRE Tier II Fire Hazard Severity Zone. In consideration of the age of the insulators, observed failures, and changing design standards, Power Engineers recommended that the approximately 30 year old EPDM polymer-type insulators be replaced with new silicon polymer insulators with corona rings, along with other hardware modifications.

In February 2020, the NCPA Commission approved Resolution 20-18 authorizing the Hydroelectric Wildfire Mitigation Project, and delegating \$3,000,000 authority to the General Manager. After competitive bidding, a contract was awarded to Wilson Construction for \$2,654,877.39, with construction starting in July 2020. Subsequent on-tower observations and design engineer recommendations have resulted in NCPA increasing the scope of work and issuing several corresponding change orders. As of July 28, 2020, a total of \$2,948,294.52 has been committed for the project, leaving authorized funds of \$51,705.48 as remaining contingency. The change orders do include estimated costs for the remainder of the project, scheduled to be completed the last week of August.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Commission approval of an Amendment to Resolution 20-18 authorizing additional funds for the NCPA Hydroelectric Wildfire Mitigation Project, increasing the total not to exceed amount of this project from \$3,000,000 to \$3,250,000, delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the updated project amount, authorizing use of up to \$250,000 from the Hydroelectric Maintenance Reserve Fund, and acknowledging that the Hydro Maintenance Reserve Fund will need to be replenished in future budget years. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

INFORMATIONAL ITEMS

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

Sonoma Clean Power (SCP) is currently reviewing an updated draft of the NCPA Power Management Services Agreement. Staff conducted a page turn review session of the draft agreement with SCP. A few outstanding items are being discussed between the two parties. Pending feedback, the agreement will be reviewed at the next Facilities Committee meeting. An All Resources Bill (ARB) review session is scheduled for August 7, 2020. The projected start date for services is January 1, 2021.

South Feather Water and Power Agency (SFWPA) contacted NCPA last week with a request to schedule a review session for the PPA within the next few weeks. SFWPA's counsel has completed their initial review of the draft PPA. Staff will provide an update to the Committee after that meeting.

MSR Public Power Agency recently contacted NCPA inquiring about scheduling services. Members include Modesto Irrigation District (MID), Silicon Valley Power (SVP), and Redding. Staff is working to provide a Statement of Qualifications to MSR for consideration. Pending

MSR's interest in discussing NCPA's ability to provide scheduling services, staff will discuss options further with MSR and Members.

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

Geo – There were no safety recordables in July. However, a couple of near misses occurred with a slip on a turbine deck, and a pressurized steam line. No injuries occurred. A mountain lion, and bear were also seen during July near the plant. Average generation for July was 91.6 MW, which is up from 90.5 MW in June. The FY 2020 YTD generation is 419.9 GWh, 1.6% above forecast. Vegetation management continues, with firebreaks completed. Improvements for steam production continues to fix idle wells. The plan is to re-establish 10 underperforming wells, and convert into MWs. Staff continue to examine plant operations to maximize generation.

CTs – All CT Units continue to run. During the month of June, CT1 had 12 actual starts, out of 71 forecasted, with 4 ghost starts, and 8 in real time. The YTD total is 16. CT2 had 7 actual starts of 5 forecasted, bringing the YTD total to 7. CT2 was in a forced outage due to the hydraulic starter. There were no planned outages.

Hydro – Things are operating as “normal” for this time of year, given the hydrologic conditions. New Spicer Meadow storage is declining, and Collierville is operating at 11% capacity. Recreational facilities have been very busy this year. August priorities include Union Dam masonry repairs, Lake Alpine low level outlet gate and trash rack modifications, as well as continuation of the 230 kV insulator replacement.

10. Planning and Operations Update – Staff provided an update on issues related to planning and operations.

- NCPA Renewables RFP – Staff is seeking Member feedback regarding interest in projects. Current projects in which Members have expressed interest include: Glover Solar, Avangrid Stagecoach, Calpine Geysers, ORMAT Geo, and OCID. Review of additional proposals is also underway.
- STAR Process Update – An initial Star Process meeting is scheduled for August 4, 2020. NCPA has identified a number of projects in which it appears PG&E has incorrectly recovered the project cost via TAC, which may result in savings. Staff is coordinating its review with the CPUC, BAMx, and other stakeholders. The CPUC identified a \$500 million mistake. The TO20 rate case may be revisited.
- COVID-19 Update – Dual operations continue for the NCPA dispatch and scheduling functions.

11. Next Meeting – The next Facilities Committee meeting is scheduled for September 2, 2020.

ADJOURNMENT

The meeting was adjourned at 10:17 am.

Teleconference call only due to Covid19.

Northern California Power Agency August 5, 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	

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

[illegible]



Commission Staff Report

August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: July 31, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the August 27, 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 July 31, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of July 2020

Operations:

Geothermal	\$ 1,665,013
Hydroelectric	4,233,191
CT#1 Combustion Turbines	137,662
CT#2 STIG	2,568,253
Lodi Energy Center	10,859,297
NCPA Operating	<u>28,327,871</u>
Total	<u><u>\$ 47,791,287</u></u>

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

PERCENT OF
YEAR ELAPSED
8%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,567,749	\$ 1,567,749	\$ 20,872,106	8%	
Debt Service (Net)	2,782,355	2,782,355	33,388,263	8%	
Annual Budget Cost	4,350,104	4,350,104	54,260,369	8%	
Geothermal					
Other Plant Cost	1,705,371	1,705,371	30,610,931	6%	
Debt Service (Net)	412,538	412,538	4,950,461	8%	
Annual Budget Cost	2,117,909	2,117,909	35,561,392	6%	
Combustion Turbine No. 1					
	475,299	475,299	7,883,578	6%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	97,438	97,438	910,006	11%	
Other Plant Cost	237,448	237,448	2,252,911	11%	
Debt Service (Net)	402,180	402,180	4,826,162	8%	
Annual Budget Cost	737,066	737,066	7,989,079	9%	
Lodi Energy Center					
Fuel	1,373,297	1,373,297	32,955,703	4%	
Other Plant Cost	1,633,608	1,633,608	33,571,562	5%	
Debt Service (Net)	2,168,653	2,168,653	26,023,835	8%	
Annual Budget Cost	5,175,558	5,175,558	92,551,100	6%	
Member Resources - Energy					
	6,788,260	6,788,260	60,055,852	11%	
Member Resources - Natural Gas					
	345,298	345,298	2,442,174	14%	(a)
Western Resources					
	2,624,680	2,624,680	29,869,636	9%	
Market Power Purchases					
	2,788,479	2,788,479	27,422,650	10%	
Load Aggregation Costs - CAISO					
	25,214,663	25,214,663	250,995,102	10%	
Net GHG Obligations					
	-	-	-	N/A	
	50,617,316	50,617,316	569,030,932	9%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	643,396	643,396	2,674,231	24%	(b)
Wheeling Access Charge	8,067,827	8,067,827	112,666,513	7%	
Ancillary Services	668,779	668,779	3,750,031	18%	(c)
Other ISO Charges/(Credits)	(4,350,686)	(4,350,686)	935,326	-465%	(d)
	5,029,316	5,029,316	120,026,101	4%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	115,596	115,596	2,180,121	5%	
Regulatory Representation	54,283	54,283	715,280	8%	
Western Representation	36,994	36,994	716,059	5%	
Customer Programs	20,586	20,586	476,652	4%	
Judicial Action	-	-	460,000	0%	
Power Management					
System Control & Load Dispatch	488,400	488,400	6,765,755	7%	
Forecasting, Planning, Prescheduling & Trading	219,765	219,765	2,934,342	7%	
Industry Restructuring & Regulatory Affairs	25,724	25,724	425,152	6%	
Contract Admin, Interconnection Svcs & External Affairs	79,625	79,625	999,897	8%	
Gas Purchase Program	4,670	4,670	81,738	6%	
Market Purchase Project	7,461	7,461	117,239	6%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED 8%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	20,795	20,795	229,845	9%	
Settlements	58,449	58,449	923,646	6%	
Integrated Systems Support	51,967	51,967	266,055	20%	(e)
Participant Pass Through Costs	61,616	61,616	1,590,641	4%	
Support Services	5,438	5,438	-	N/A	
	1,251,369	1,251,369	18,882,422	7%	
TOTAL ANNUAL BUDGET COST	56,898,001	56,898,001	707,939,455	8%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	6,037,605	6,037,605	105,258,271	6%	
Member Resource ISO Energy Sales	2,154,624	2,154,624	26,421,509	8%	
Member Owned Generation ISO Energy Sales	5,895,676	5,895,676	69,679,260	8%	
Customer Owned Generation ISO Energy Sales	12,617	12,617	-		
NCPA Contracts ISO Energy Sales	1,278,880	1,278,880	18,914,977	7%	
Western Resource Energy Sales	2,521,101	2,521,101	17,480,649	14%	(f)
Load Aggregation Energy Sales	14,757,466	14,757,466	-	N/A	
Ancillary Services Sales	309,025	309,025	3,988,092	8%	
Transmission Sales	9,198	9,198	110,376	8%	
Western Credits, Interest and Other Income	(1,587,545)	(1,587,545)	34,901,791	-5%	
	31,388,647	31,388,647	276,754,925	11%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 25,509,354	\$ 25,509,354	\$ 431,184,530	6%	

- (a) Variance caused by greater than anticipated natural gas for Lodi, Healdsburg, and Ukiah.
- (b) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (c) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (e) Variance caused by FY21 software maintenance contract costs paid in-full during July. Variance will decrease throughout the year.
- (f) Increase due primarily to higher than anticipated Western O&M revenue credits and member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	July 31,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 25,886	\$ 46,386
Investments	45,246	52,446
Accounts receivable		
Participants	1,481	3,310
Other	10,589	2,491
Interest receivable	411	479
Inventory and supplies	5,924	8,891
Prepaid expenses	1,366	1,186
TOTAL CURRENT ASSETS	90,903	115,189
RESTRICTED ASSETS		
Cash and cash equivalents	62,817	38,432
Investments	144,497	159,654
Interest receivable	484	535
TOTAL RESTRICTED ASSETS	207,798	198,621
ELECTRIC PLANT		
Electric plant in service	1,494,177	1,506,614
Less: accumulated depreciation	(1,021,402)	(1,006,654)
	472,775	499,960
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	472,775	500,142
OTHER ASSETS		
Regulatory assets	224,899	223,012
Preliminary survey and investigation costs	-	553
Investment in associated company	265	265
TOTAL ASSETS	996,640	1,037,782
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	21,478	32,414
Pension deferrals	16,936	17,055
Deferred Outflows - ARO	61,985	62,101
TOTAL DEFERRED OUTFLOWS OF RESOURCES	100,399	111,570
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,097,039	\$ 1,149,352

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	July 31,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 33,587	\$ 45,236
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,424
Operating reserves	19,809	22,001
Current portion of long-term debt	42,240	42,250
Accrued interest payable	3,851	4,716
TOTAL CURRENT LIABILITIES	100,480	115,637
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	63,003	66,126
Operating reserves and other deposits	133,932	130,470
Interest rate swap liability	18,968	14,613
Asset Retirement Obligations	66,754	65,155
Long-term debt, net	573,908	621,707
TOTAL NON-CURRENT LIABILITIES	856,565	898,071
TOTAL LIABILITIES	957,045	1,013,708
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	88,300	84,542
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	93,037	90,344
NET POSITION		
Net investment in capital assets	(12,181)	(23,931)
Restricted	37,241	40,226
Unrestricted	21,897	29,005
TOTAL NET POSITION	46,957	45,300
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,097,039	\$ 1,149,352

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

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

UNAUDITED

	For the One Month Ended July 31, 2020	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 33,659	\$ 41,290
Other Third-Party	5,864	21,533
TOTAL OPERATING REVENUES	39,523	62,823
OPERATING EXPENSES		
Purchased power	10,158	23,076
Operations	4,898	5,221
Transmission	7,748	18,844
Depreciation	2,534	2,586
Maintenance	1,057	1,719
Administrative and general	621	835
TOTAL OPERATING EXPENSES	27,016	52,281
NET OPERATING REVENUES	12,507	10,543
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(2,742)	(2,965)
Interest income	(3,757)	(900)
Other	187	494
TOTAL NON OPERATING EXPENSES	(6,312)	(3,371)
FUTURE RECOVERABLE AMOUNTS	(989)	(692)
REFUNDS TO PARTICIPANTS	1,479	444
INCREASE (DECREASE) IN NET POSITION	6,685	6,924
NET POSITION, Beginning of year	40,272	38,376
NET POSITION, Period ended	\$ 46,957	\$ 45,300

OTHER FINANCIAL INFORMATION

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

July 31, 2020

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined						
	Geothermal	Hydroelectric	Multiple Capital Facilities		CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services									
			1	\$						1			\$	90	\$			
ASSETS																		
CURRENT ASSETS																		
Cash and cash equivalents	\$	1	\$	-	\$	1	\$	90	\$	-	\$	85	\$	25,708	\$	25,886	\$	45,246
Investments		-		-		-		-		-		-						
Accounts receivable		-		-		-		-		-		-						
Participants		-		-		-		-		-		-						
Other		-		-		-		-		-		-						
Interest receivable		-		-		-		-		-		-						
Inventory and supplies		1,511		1,583		264		352		2,214		-						
Prepaid expenses		266		387		31		45		287		-						
Due from Agency and other programs*		9,755		3,889		2,705		2,683		6,225		-						
TOTAL CURRENT ASSETS		11,533		5,859		3,001		3,081		15,365		-						
RESTRICTED ASSETS																		
Cash and cash equivalents		3,939		9,356		2,977		-		9,143		-						
Investments		23,112		27,125		255		-		20,147		-						
Interest receivable		85		82		-		-		31		-						
TOTAL RESTRICTED ASSETS		27,136		36,563		3,232		-		29,321		-						
ELECTRIC PLANT																		
Electric plant in service		572,624		395,162		64,852		36,901		409,850		7,736						
Less: accumulated depreciation		(543,515)		(281,918)		(52,961)		(34,892)		(96,055)		(7,736)						
		29,109		113,244		11,891		2,009		313,795		-						
Construction work-in-progress		-		-		-		-		-		-						
TOTAL ELECTRIC PLANT		29,109		113,244		11,891		2,009		313,795		-						
OTHER ASSETS																		
Regulatory assets		1,883		131,865		7,073		-		29,016		-						
Investment in associated company		-		-		-		-		-		-						
TOTAL ASSETS		69,661		287,531		25,197		5,090		387,497		-						
DEFERRED OUTFLOWS OF RESOURCES																		
Excess cost on refunding of debt		1,060		18,937		-		-		1,481		-						
Pension deferrals and OPEB deferrals		-		-		-		-		-		-						
Asset Retirement Obligations		61,641		-		161		-		183		-						
TOTAL DEFERRED OUTFLOWS OF RESOURCES		62,701		18,937		161		-		1,664		-						
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES		\$ 132,362		\$ 306,468		\$ 25,358		\$ 5,090		\$ 389,161		\$ -						

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

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

July 31, 2020

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities		CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable and accrued expenses	\$ 268	\$ 645	\$ 20	\$ 37	\$ 1,928	\$ -	\$ -	\$ 23,611	\$ 17	\$ 7,061	\$ 33,587
Member advances	791	-	-	-	-	-	-	-	202	-	993
Operating reserves	595	250	617	3,018	15,329	-	-	-	-	-	19,809
Current portion of long-term debt	5,400	21,750	2,575	-	12,515	-	-	-	-	-	42,240
Accrued interest payable	23	970	615	-	2,243	-	-	-	-	-	3,851
TOTAL CURRENT LIABILITIES	7,077	23,615	3,827	3,055	32,015	-	-	23,611	219	7,061	100,480
NON-CURRENT LIABILITIES											
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	63,003	63,003
Operating reserves and other deposits	1,500	17,588	-	-	132	-	-	31,414	1,783	81,515	133,932
Interest rate swap liability	-	18,968	-	-	-	-	-	-	-	-	18,968
Asset Retirement Obligations	66,410	-	161	-	183	-	-	-	-	-	66,754
Long-term debt, net	10,815	236,723	19,835	-	306,535	-	-	-	-	-	573,908
TOTAL NON-CURRENT LIABILITIES	78,725	273,279	19,996	-	306,850	-	-	31,414	1,783	144,518	856,565
TOTAL LIABILITIES	85,802	296,894	23,823	3,055	338,865	-	-	55,025	2,002	151,579	957,045
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	37,660	3,569	1,185	2,190	40,400	-	-	-	299	2,997	88,300
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	-	4,737	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	37,660	3,569	1,185	2,190	40,400	-	-	-	299	7,734	93,037
NET POSITION											
Net investment in capital assets	3,588	(8,359)	(3,576)	2,009	(8,571)	-	-	-	299	2,429	(12,181)
Restricted	2,942	16,384	2,617	-	15,441	-	-	-	-	(143)	37,241
Unrestricted	2,370	(2,020)	1,309	(2,164)	3,026	-	-	11,865	4,896	2,615	21,897
TOTAL NET POSITION	8,900	6,005	350	(155)	9,896	-	-	11,865	5,195	4,901	46,957
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 132,362	\$ 306,468	\$ 25,358	\$ 5,090	\$ 389,161	\$ -	\$ -	\$ 66,890	\$ 7,496	\$ 164,214	\$ 1,097,039

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 One Month Ended July 30, 2021

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
OPERATING REVENUES											
Participants	\$ 1,713	\$ 2,492	\$ 595	\$ 774	\$ 6,588	\$ -	\$ 19,933	\$ 1,558	\$ 6	\$ 33,659	
Other Third-Party	1,741	1,354	137	137	2,790	-	(475)	180	-	5,864	
TOTAL OPERATING REVENUES	3,454	3,846	732	911	9,378	-	19,458	1,738	6	39,523	
OPERATING EXPENSES											
Purchased power	4	110	62	17	139	-	9,826	-	-	10,158	
Operations	1,232	269	179	87	2,014	-	345	772	-	4,898	
Transmission	35	-	-	3	33	-	7,677	-	-	7,748	
Depreciation	306	810	184	18	1,178	-	-	8	30	2,534	
Maintenance	158	524	44	281	44	-	-	6	-	1,057	
Administrative and general	465	643	53	82	395	-	-	458	(1,475)	621	
Intercompany (sales) purchases, net*	(53)	22	7	6	23	-	-	(5)	-	-	
TOTAL OPERATING EXPENSES	2,147	2,378	529	494	3,826	-	17,848	1,239	(1,445)	27,016	
NET OPERATING REVENUES	1,307	1,468	203	417	5,552	-	1,610	499	1,451	12,507	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(45)	(1,529)	(18)	-	(1,150)	-	-	-	-	(2,742)	
Interest income	(417)	(414)	5	3	(158)	-	(408)	4	(2,372)	(3,757)	
Other	-	-	73	-	107	-	-	-	7	187	
TOTAL NON OPERATING (EXPENSES) REVENUES	(462)	(1,943)	60	3	(1,201)	-	(408)	4	(2,365)	(6,312)	
FUTURE RECOVERABLE AMOUNTS	(194)	(485)	(195)	-	(115)	-	-	-	-	(989)	
REFUNDS TO PARTICIPANTS	(19)	(11)	(119)	141	-	-	527	(60)	1,020	1,479	
INCREASE (DECREASE) IN NET POSITION	632	(971)	(51)	561	4,236	-	1,729	443	106	6,685	
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,136	4,752	4,795	40,272	
NET POSITION, Period ended	\$ 8,900	\$ 6,005	\$ 350	\$ (155)	\$ 9,896	\$ -	\$ 11,865	\$ 5,195	\$ 4,901	\$ 46,957	

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 11,337,011
PAST DUE:			
1 - 30	Calpine Geysers	Effluent	732,963
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 12,069,974</u>

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




Commission Staff Report

August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members.

BACKGROUND:

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

Cash – At month end cash totaled \$9,900,565 of which approximately \$1,595,054 was applicable to Special and Reserve Fund Deposits, \$3,747 to Debt Service and \$8,301,764 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 \$268,477,498 at month end. The current market value of the portfolio totaled \$272,770,398.

The overall portfolio had a combined weighted average interest rate of 1.590% with a bond equivalent yield (yield to maturity) of 1.612%. Investments with a maturity greater than one year totaled \$149,339,000. July maturities totaled \$62 million and monthly receipts totaled \$41 million. During the month \$40 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills decreased 5 basis points (from 0.15% to 0.10%) and rates on one year T-Bills decreased 4 basis points (from 0.17% to 0.13%).

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

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JULY 31, 2020

TABLE OF CONTENTS

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

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,536,008	\$ 97,335,837	\$ 99,871,845	35.88%
Special Deposits	1,328,201	-	1,328,201	0.49%
Construction	4,437,555	708,917	5,146,472	1.85%
Debt Service	3,747	16,496,187	16,499,934	5.93%
Special & Reserve	1,595,054	153,936,557	155,531,611	55.87%
	<u>\$ 9,900,565</u>	<u>\$ 268,477,498</u>	<u>\$ 278,378,063</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 272,770,398

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/	INCREASE /
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	(DECREASE)
NCPA FUNDS							
Operating	\$ 40,328,203	\$ 217,832	\$ 18,777,154	\$ (24,592,056)	\$ (10,731,074)	\$ (23,542,392)	\$ 457,667
Special Deposits	176,842	-	-	(14,905,864)	-	14,728,933	(89)
Construction	-	-	5,145,000	-	(708,911)	-	4,436,089
Debt Service	-	1	22,710,000	(29,662,692)	(12,337,724)	8,260,085	(11,030,330)
Special & Reserve	-	272,724	15,271,200	-	(16,243,544)	553,374	(146,246)
	<u>\$ 40,505,045</u>	<u>\$ 490,557</u>	<u>\$ 61,903,354</u>	<u>\$ (69,160,612)</u>	<u>\$ (40,021,253)</u>	<u>\$ -</u>	<u>\$ (6,282,909)</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
July 31, 2020**

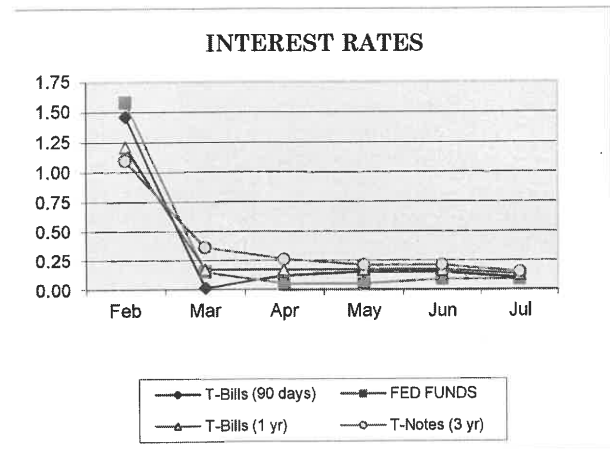
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 10,731,074	\$ (18,777,154)	\$ 13,330	\$ -	\$ -	\$ (8,032,750)
Special Deposits	-	-	-	-	-	-
Construction	708,911	(5,145,000)	1,250	-	-	(4,434,839)
Debt Service	12,337,724	(22,710,000)	836	-	-	(10,371,440)
Special & Reserve	16,243,544	(15,271,200)	(12,215)	-	-	960,129
	<u>\$ 40,021,253</u>	<u>\$ (61,903,354)</u>	<u>\$ 3,201</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (21,878,900)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(3,201)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (21,882,101)</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.590%	1.612%
OPERATING FUNDS:	1.779%	1.773%
PROJECTS:		
Geothermal	1.910%	1.862%
Capital Facilities	0.666%	0.668%
Hydroelectric	1.448%	1.447%
Lodi Energy Center	0.840%	0.679%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.09%	2.41%
T-Bills (90da.)	0.10%	2.09%
Agency Disc (90da.)	0.16%	1.98%
T-Bills (1yr.)	0.13%	1.98%
Agency Disc (1yr.)	0.18%	1.75%
T-Notes (3yr.)	0.15%	1.80%



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

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 327	\$ 4,604	\$9,368	\$ 5,122	\$ 2,602	\$ 64,324	\$ -	\$ 86,347	31.92%
Corporate Bonds (MTN)	-	-	1,500	3,000	2,000	68,255	-	74,755	27.63%
Municipal Bonds	-	-	-	1,000	-	15,260	-	16,260	6.01%
US Bank Trust Money Market	6,107	-	-	-	-	-	-	6,107	2.26%
Commercial Paper	5,297	-	-	-	-	-	-	5,297	1.97%
Investment Trusts (LAIF)	53,278	-	-	-	-	-	-	53,278	19.69%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.01%
U.S.Treasury Market Acct. *	15,921	-	-	-	-	-	-	15,921	5.88%
U.S.Treasury Bill/Note	-	66	10,851	146	-	-	-	11,063	4.09%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.56%
Total Dollars	\$ 80,931	\$4,680	\$21,719	\$9,268	\$4,602	\$149,339	\$0	\$ 270,539	100.00%
Total Percents	29.90%	1.73%	8.03%	3.43%	1.70%	55.20%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report

07/31/2020

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	0.050	11/26/2014	25,000		1	0.050	25,000	SYS70101	70101	25,000
Local Agency Investm	LAIF	13,917,176	1.354	07/01/2013	13,917,176		1	1.354	13,917,176	SYS70000	70000	13,917,176
Union Bank of Calif	UBOC	3,961,598	0.002	07/01/2013	3,961,598		1	0.002	3,961,598	SYS70014	70014	3,961,598
US Bank	USB	2,536,008	0.001	06/30/2013	2,536,008		1	0.001	2,536,008	SYS70050	70050	2,536,008
US Bank	USB	5,272,499	0.010	08/24/2017	5,272,499		1	0.010	5,272,499	SYS70056	70056	5,272,499
California Asset Mgm	CMP	0	0.670	10/19/2018	0		1	0.670	0	SYS70070	70070	0
US Bank	USB	10,000	0.050	07/07/2020	10,000	10/07/2020	67	0.050	10,000	SYS30322	30322	10,000
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	106	1.598	118,543	9128283G3	26908	118,051
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	136	2.848	1,005,960	931142EA7	26674	996,601
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	160	3.057	504,520	24422ETZ2	26676	498,518
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	211	2.969	1,007,710	17275RBD3	26667	995,761
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	226	2.096	508,565	63743HER8	26847	502,443
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	243	2.846	505,210	437076BL5	26558	497,314
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	291	2.919	1,011,470	458140AW0	26670	990,678
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	497,130	06/03/2021	306	2.858	507,450	717081DX8	26617	496,371
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	359	1.620	2,641,915	3133EHSR5	26465	2,604,467
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	404	3.149	1,013,520	02665WBG5	26669	984,817
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	409	3.018	1,027,780	88579YBA8	26675	999,805
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	554	3.060	1,031,970	742718DY2	26673	989,140
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	579	2.982	1,031,740	478160CD4	26671	989,020
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	608	3.315	519,475	87236YAE8	26601	497,157
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	639	2.924	517,385	713448DT2	26557	494,463
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	648	2.329	1,161,317	037833CQ1	26525	1,122,767
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	837	3.157	522,910	02665WCA7	26614	494,074
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	856	3.008	520,575	166764AB6	26555	492,905
Visa Inc.	UBOC	400,000	2.800	09/03/2018	394,552	12/14/2022	865	3.135	422,736	92826CAC6	26647	397,042
Toyota Motor Credit	UBOC	1,000,000	2.700	09/03/2018	974,760	01/11/2023	893	3.315	1,052,390	89236TEL5	26645	986,101
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	914	3.464	520,790	828807CN5	26603	491,820
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	928	3.154	526,975	68369XBR5	26556	493,767
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	942	3.068	1,056,890	30231GAR3	26648	991,769
John Deere Capital C	UBOC	500,000	2.800	08/12/2018	489,875	03/06/2023	947	3.264	531,460	24422ETG4	26613	494,444
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	956	3.086	529,905	084670BR8	26554	495,938
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	973	3.248	526,330	911312BK1	26600	490,829
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	973	3.308	526,330	911312BK1	26677	490,058
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	983	2.104	526,055	931142DH3	26649	505,740
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/29/2023	1,000	3.443	541,350	06406RAG2	26602	500,700
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,017	3.236	538,535	427868AZ1	26615	501,770
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	1,064	0.507	500,215	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,087	3.369	1,088,380	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,102	3.172	1,048,950	594918BQ6	26672	967,446



Northern California Power Agency
Treasurer's Report

07/31/2020

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Yield	Market Value	CUSIP	Investment #	Carrying Value
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,140	2.630	4,381,555	68389XBL8	26820	4,116,937
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,279	3.561	555,970	46625HJT8	26760	510,265
Federal Farm Credit	UBOC	1,000,000	0.710	06/17/2020	1,000,000	06/17/2024	1,416	0.710	1,000,090	3133ELL93	27012	1,000,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,515	2.577	1,707,497	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,516	2.000	3,006,300	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,518	1.890	2,334,523	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,518	2.323	978,250	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,523	1.999	1,502,895	3130AH7F4	26889	1,500,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,621	1.920	1,006,080	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,640	1.846	547,035	90331HMS9	26947	520,367
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/28/2025	1,642	0.570	999,680	3136G4E74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,768	0.710	1,001,250	3136G4WA7	27009	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,789	0.700	500,225	3134GVR28	27015	500,000
Federal Home Loan Mt	UBOC	500,000	0.900	06/30/2020	500,495	06/30/2025	1,794	0.879	500,540	3134GVX45	27025	500,486
Federal Home Loan Mt	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,795	0.787	500,880	977123X78	27041	500,000
Wisconsin Dept Trans	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,823	0.579	1,000,220	3136G4D75	27044	1,000,999
Federal National Mtg	UBOC											
Fund Total and Average		\$ 71,110,618	1.609		\$ 70,724,104		661	1.775	\$ 72,340,577			\$ 70,943,151

MPP GHG Auction Acct

Local Agency Investm		85,444	1.354	07/01/2013	85,444		1	1.354	85,444	SYS70045	70045	85,444
Fund Total and Average		\$ 85,444	1.354		\$ 85,444		1	1.354	\$ 85,444			\$ 85,444

SCPA Balancing Account

Local Agency Investm	LAIF	9,882,311	1.354	07/01/2013	9,882,311		1	1.354	9,882,311	SYS70022	70022	9,882,311
Union Bank of Calif	UBOC	6,031	0.002	07/01/2013	6,031		1	0.002	6,031	SYS70023	70023	6,031
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	41	2.870	752,183	313370US5	26717	750,003
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	90	2.672	1,154,094	3135GORM7	26734	1,147,127
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	275	3.000	505,895	06406FAB9	26570	496,595
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	06/09/2021	373	2.780	512,136	14912L6U0A	26954	499,561
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	560	2.798	515,345	594918BA1	26574	496,941
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	580	3.186	514,930	25468PDQ6	26630	494,499
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	608	3.100	519,475	87236YAE8	26571	498,832
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	669	2.918	521,120	437078BG6	26572	497,483
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	775	3.161	520,075	74460DAB5	26573	492,224
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	865	3.096	264,210	92826CAC6	26632	248,367
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	866	3.070	527,625	458140AM2	26625	495,923
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	892	3.203	577,423	89233P7F7	26598	542,833
Cisco Systems Inc.	UBOC	500,000	2.800	06/22/2018	487,655	02/28/2023	941	3.170	527,525	17275RBE1	26624	493,212
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	942	3.055	528,445	30231GAR3	26599	496,064

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Yield	Market Value	CUSIP	Investment #	Carrying Value
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	956	3.185	529,905	084670BR8	26596	494,745
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	973	3.191	526,330	911312BK1	26627	491,500
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,003	3.108	524,890	654106AC7	26597	489,144
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,034	3.438	523,055	828807DD6	26631	491,082
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	08/15/2023	1,048	3.150	537,280	717081DH3	26626	498,010
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,122	3.039	2,504,175	3134GSU26	26654	2,500,769
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,244	3.100	2,021,000	3130AFKR7	26736	2,000,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,454	2.410	507,840	89236TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,516	2.000	1,252,625	31422BME7	26873	1,250,000
Federal Agricultural	UBOC	2,500,000	1.300	03/11/2020	2,500,000	03/11/2025	1,683	1.300	2,500,975	31422BVS6	26955	2,500,000
Fund Total and Average												
										\$ 28,843,342	\$ 29,256,838	\$ 28,753,256

General Operating Reserve

Local Agency Investm	LAIF	23,194,380	1.354	07/01/2013	23,194,380		1	1.354	23,194,380	SYS70000	70002	23,194,380
Union Bank of Calif	UBOC	3,042,429	0.002	07/01/2013	3,042,429		1	0.002	3,042,429	SYS70019	70019	3,042,429
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	511	0.670	12/14/2018	511		1	0.670	511	SYS70071	70071	511
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	108	1.600	2,342,000	3137EAEK1	26922	2,331,860
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	373	3.169	512,136	14912L6U0A	26956	497,627
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	373	2.780	512,136	14912L6U0A	26957	499,561
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	404	3.522	516,895	02665WBG5	26964	500,068
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	457	1.285	1,604,449	64971Q7F4	26982	1,585,973
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	560	2.972	412,276	584918BA1	26578	396,563
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	608	3.335	519,475	87236YAE8	26582	497,011
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	648	2.329	4,161,553	037833CQ1	26524	4,023,410
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	678	1.760	3,701,555	313379Q69	26467	3,598,139
Federal Farm Credit	UBOC	2,000,000	1.000	03/30/2020	2,000,000	06/30/2022	698	1.000	2,001,900	3133ELUS1	26961	2,000,000
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	715	3.083	525,280	713448CX4	26580	500,144
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	730	1.485	1,063,852	64971WFJ4	26981	1,042,126
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	852	2.937	521,955	25468PCW4	26739	493,553
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	865	3.145	528,420	92826CAC6	26584	496,216
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	905	3.140	794,715	90331HNL3	26737	744,958
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	911	3.325	530,665	06408RAE7	26575	495,696
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	928	3.195	526,975	68389XBR5	26579	493,313
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	934	3.225	524,865	74005PBF0	26581	493,822
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	956	3.243	529,905	084670BR8	26576	494,054
United Parcel Serv	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	973	3.245	526,330	911312BK1	26583	490,879
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,018	2.939	793,163	166764BK5	26740	742,687
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	1,034	1.387	1,847,689	040484VN4	26984	1,815,761
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,057	2.847	537,325	166764AH3	26755	504,646
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,059	2.864	542,990	931142EK5	26758	507,253

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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
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	1,126	1.020	2,226,832	613105KV6	26985	2,195,502
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,140	2.908	542,390	717081EN9	26738	504,219
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	1,156	1.020	1,857,031	4386705V9	26983	1,831,572
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,270	3.319	552,070	17325FAS7	26756	505,251
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,279	3.535	555,970	46625HJT8	26757	510,619
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,283	2.093	482,310	91159HV5	26906	458,838
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	08/01/2024	1,400	1.356	1,024,100	46647PBQ8	27007	1,005,849
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,454	2.410	761,760	89236TGD1	26841	750,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,461	1.058	1,576,500	438687KT1	26980	1,521,126
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,486	2.100	3,002,430	31422BK64	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,523	1.999	1,001,930	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,579	2.386	1,504,575	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,595	0.830	2,008,789	3130A3GE8	26962	1,969,320
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,640	1.846	547,035	90331HMS9	26951	520,367
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,859	1.161	526,155	384802AE4	27000	515,156
W W Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,859	1.217	526,155	384802AE4	27005	513,904
Federal Agricultural	UBOC	2,300,000	1.300	03/11/2020	2,300,000	03/11/2025	1,883	1.300	2,300,897	31422BV56	26958	2,300,000
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,698	1.300	2,503,425	3133ELUT9	26960	2,500,000
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,704	1.038	1,025,040	89959QD3	27006	1,015,837
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,765	0.866	1,034,760	438516CE8	27008	1,022,800
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,765	1.299	445,108	471376FJ7	27011	442,900
Precision Castparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,779	1.033	1,679,670	740189AM7	27017	1,664,607
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	06/17/2025	1,781	1.500	750,818	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,787	1.050	751,215	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,789	0.700	500,225	3134GVR26	27016	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,795	0.774	500,880	977123X78	27042	500,000
Fund Total and Average		\$ 80,587,772	1.831		\$ 81,275,134		774	1.602	\$ 82,503,874			\$ 81,230,507
GRAND TOTALS:		\$ 180,627,176	1.779		\$ 180,734,095		710	1.773	\$ 184,186,793.			\$ 181,012,358

*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 07/31/2020

Investment #26986	USB	Investment# 26960	FFCB	Callable anytime starting 03/26/2021
Investment #26976	FHLB	Investment# 26961	FFCB	Callable anytime starting 09/30/2020
Investment #26978	OPCL	Investment #26980	HON	Callable anytime
Investment #26831	TOY	Investment #26981	NYCCGN	Callable anytime
Investment #26841	TOY	Investment #26982	NYCCGN	Callable anytime
Investment #26844	WMT	Investment #26983	HON	Callable anytime
Investment #26848	FAMC	Investment #26984	AZSHGR	Callable anytime
Investment #26871	FAMC	Investment# 27007	JPM	Callable on 8/1/2023 and then again starting on 5/1/2024
Investment #26872	BAC	Investment# 27009	FJMA	Callable on 6/1/2024
Investment #26873	FAMC	Investment# 27011	JAS	Callable on 6/1/2024
Investment #26886	FAMC	Investment# 27012	FFCB	Callable annually starting 8/25/2021
Investment #26887	TOY	Investment# 27016	FHLMC	Callable annually starting 8/25/2021
Investment #26888	FFCB	Investment# 27018	FHLMC	Callable quarterly starting 6/1/2022
Investment #26889	FHFB	Investment# 27023	FHLMC	Callable quarterly starting 9/30/2020
Investment #26906	USBANK	Investment# 27024	JPM	Callable quarterly starting 6/23/2024
Investment #26912	FHLMC	Investment# 27029	MAS	Callable anytime
Investment #26923	FHLMC	Investment #27041	WISTRN	Callable anytime
Investment #26947	USBANK	Investment #27042	WISTRN	Callable anytime
Investment #26951	FAMC	Investment# 27043	FNMA	Callable quarterly starting 7/29/2021
Investment #26958	FAMC			

Investment #27044
Investment# 27052
Investment# 27053
Investment# 27055

FNMA
FFCB
FFCB
CASWTR

Callable quarterly starting 7/29/2021
Callable anytime starting 1/14/2020
Callable anytime starting 1/14/2020
Callable anytime



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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	USBT	708,000	0.090	07/29/2020	708,911	09/17/2020	47	0.091	708,922	313384G37A	27030	708,917
Fund Total and Average		\$ 709,000	0.090		\$ 708,911		47	0.091	\$ 708,922			\$ 708,917

GEO 2012A Debt Service

U.S. Treasury	USBT	126,000	0.080	07/29/2020	125,957	12/29/2020	150	0.081	125,941	9127965F2	27031	125,958
Fund Total and Average		\$ 126,000	0.080		\$ 125,957		150	0.081	\$ 125,941			\$ 125,958

GEO 2016A Debt Service

U.S. Treasury	USBT	305,000	0.080	07/29/2020	304,896	12/29/2020	150	0.081	304,857	9127965F2	27032	304,898
Fund Total and Average		\$ 305,000	0.080		\$ 304,896		150	0.081	\$ 304,857			\$ 304,898

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	180	1.424	1,520,209	912796UC1	26940	1,510,429
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		180	1.424	\$ 1,520,209			\$ 1,510,429

Geo Decommissioning Reserve

Local Agency Investm	LAIF	457,894	1.354	07/01/2013	457,894		1	1.354	457,894	SYS70027	70027	457,894
Union Bank of Califo	UBOC	1,012,972	0.002	07/01/2013	1,012,972		1	0.002	1,012,972	SYS70034	70034	1,012,972
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	195	3.265	505,955	02665WCD1	26726	498,432
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	255	3.276	509,275	89236TEU5	26727	498,907
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	373	3.169	512,136	14912L6U0A	26965	497,627
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	394	3.002	257,798	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	495	3.103	771,465	69353REY0	26553	744,717
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	648	2.329	890,329	037833CQ1	26499	860,774
University of Califo	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	652	1.080	1,032,050	91412G2T1	27001	1,021,730
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	759	3.154	265,470	946763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	760	3.051	264,950	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	766	3.152	265,583	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,560	12/01/2022	852	3.004	782,933	25468PCW4	26551	739,391
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	909	3.104	794,498	24422ERT8	26550	744,757
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	911	3.229	795,998	06406RAE7	26549	745,193
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	919	3.140	533,285	44932HAH6	26548	498,366
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	1,048	1.450	361,411	227183DHO	27003	356,120



Northern California Power Agency
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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	UBOC	407,000	0.400	07/31/2020	407,000	07/27/2023	1,090	0.399	407,008	3133ELZ72	27049	407,000
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,091	1.635	940,180	3134GUD7	26941	935,401
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	1,095	1.471	435,397	83412PCN0	26978	430,246
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,124	3.203	272,820	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,132	3.301	273,705	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,346	0.875	1,596,599	3133ELVX9	26976	1,590,000
Federal Farm Credit	UBOC	500,000	0.710	06/17/2020	500,000	06/17/2024	1,416	0.710	500,045	3133ELL93	27014	500,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,454	2.410	507,840	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	08/25/2019	750,000	09/25/2024	1,516	2.000	751,575	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,523	1.999	1,001,930	3130AH7F4	26891	1,000,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,553	1.846	355,031	78607QAY1	26977	348,145
W W Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,659	1.161	447,232	384802AE4	27002	437,883
Federal Farm Credit	UBOC	1,500,000	1.150	04/09/2020	1,500,000	04/09/2025	1,712	1.150	1,500,855	3133ELWCA	26979	1,500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,768	0.710	1,001,250	3136GAWA7	27010	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,794	0.800	500,255	3134GVV62	27027	500,000
Federal Home Loan Mt	UBOC	500,000	0.900	06/30/2020	500,495	06/30/2025	1,794	0.879	500,540	3134GVX45	27028	500,486
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,817	3.455	2,043,620	3133EJUT4	26644	1,999,501
Fund Total and Average		\$ 22,514,077	2.038		\$ 22,543,378		1119	1.982	\$ 23,049,884			\$ 22,575,542

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	12	1.590	65,999	912796TD1	26867	65,966
Fund Total and Average		\$ 66,000	1.551		\$ 64,996		12	1.591	\$ 65,999			\$ 65,966
GRAND TOTALS:		\$ 25,241,077	1.910		\$ 25,247,820		1013	1.862	\$ 25,775,812.			\$ 25,291,710

*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 07/31/2020

Investment #26644 FFCB Callable anytime starting 7/23/2021
Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26874 FPMC Callable semi-annually starting 09/25/2020
Investment #26890 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLWC Callable on 1/28/2021 only
Investment #26976 FFCB Callable on and anytime after 4/8/2022
Investment #26977 SCRWR Callable anytime
Investment #26979 FFCB Callable on and anytime after 10/9/2020
Investment #27001 UNVHGR Callable anytime
Investment #27014 FFCB Callable quarterly starting 6/4/2021
Investment #27014 FFCB Callable quarterly starting 9/17/2020
Investment #27027 FHLWC Callable quarterly starting 12/30/2020
Investment #27028 FHLWC Callable quarterly starting 9/30/2020
Investment #27049 FFCB Callable on and anytime after 10/27/2020



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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	4,107,442	1.354	07/01/2013	4,107,442		1	1.354	4,107,442	SYS70028	70028	4,107,442
Union Bank of Calif	UBOC	941,870	0.002	07/01/2013	941,870		1	0.002	941,870	SYS70031	70031	941,870
Federal Farm Credit	UBOC	1,995,000	1.750	11/09/2019	1,997,753	10/26/2020	86	1.606	2,002,621	3133EHJ95	26909	1,995,669
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	180	1.424	1,013,473	912796UC1	26924	1,006,953
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	243	1.000	1,016,190	13063DGA0	26999	1,011,906
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	532	3.314	515,690	07330NAQ8	26618	495,303
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	582	2.946	514,600	30231GAJ1	26621	495,868
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	591	3.182	572,803	91159HHC7	26651	548,470
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	775	3.051	520,075	74460DAB5	26546	493,293
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	865	3.051	528,420	92826CAC6	26547	487,241
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	893	3.215	526,195	89236TEL5	26619	494,180
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	928	3.121	526,975	68389XBR5	26545	494,176
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	973	3.182	526,330	911312BK1	26620	491,611
Colgate-Palmolive Co	UBOC	550,000	2.100	09/09/2018	528,660	05/01/2023	1,003	2.985	577,731	19416QEC0	26652	537,587
Federal Farm Credit	UBOC	500,000	0.400	07/31/2020	500,000	07/27/2023	1,090	0.399	500,010	3133ELZ72	27050	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	1,091	0.411	499,880	3134GWDL7	27045	500,000
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,174	3.250	1,509,105	3130AEYR5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,597	1.744	545,025	931142DV2	26950	518,887
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,752	0.675	501,105	31422BA26	27004	500,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,794	0.800	500,255	3134GVV62	27026	500,000
Fund Total and Average		\$ 17,658,312	1.835		\$ 17,581,240		548	1.833	\$ 17,945,795			\$ 17,630,456

Hydro Debt Service

Federal Home Loan Ba	USBT	1,584,000	0.130	06/26/2020	1,583,165	11/19/2020	110	0.131	1,583,572	313384Q28	27018	1,583,371
U.S. Treasury	USBT	4,202,000	0.080	07/29/2020	4,200,571	12/29/2020	150	0.081	4,200,025	9127965F2	27033	4,200,599
Fund Total and Average		\$ 5,786,000	0.094		\$ 5,783,736		139	0.095	\$ 5,783,597			\$ 5,783,970

Hydro 2018A Debt Service

U.S. Treasury	USBT	1,198,000	0.080	07/29/2020	1,197,593	12/29/2020	150	0.081	1,197,437	9127965F2	27034	1,197,601
Fund Total and Average		\$ 1,198,000	0.080		\$ 1,197,593		150	0.081	\$ 1,197,437			\$ 1,197,601

Hydro 2019A Debt Service

U.S. Treasury	USBT	846,000	0.080	07/29/2020	845,712	12/29/2020	150	0.081	845,602	9127965F2	27035	845,718
Fund Total and Average		\$ 846,000	0.080		\$ 845,712		150	0.081	\$ 845,602			\$ 845,718



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Hydro 2012A Rebate Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	373	1.790	689,069	3134G39A3	26432	689,571
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		373	1.790	\$ 689,069			\$ 689,571

Hydro 2012A Rebate Account

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of 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	180	1.424	1,520,209	912796UC1	26942	1,510,429
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		180	1.424	\$ 1,520,209			\$ 1,510,429

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	3	1.680	100,005	3133EE529	26244	100,001
Federal Home Loan Ba	USBT	193,000	0.110	07/29/2020	192,891	01/29/2021	181	0.111	192,904	313385BE5	27039	192,893
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	198	2.251	147,643	9128283X6	26539	145,999
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	530	2.380	4,054,128	3137EADB2	25852	3,927,742
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	579	1.850	150,144	3133EKG66	26875	150,000
Fund Total and Average		\$ 4,517,000	2.243		\$ 4,515,444		494	2.246	\$ 4,644,824			\$ 4,516,635

GRAND TOTALS:		\$ 32,215,312	1.448		\$ 32,114,798		421	1.447	\$ 32,826,533.			\$ 32,174,360
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*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.

Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 07/31/2020

Investment #26701 FHLB Callable on 10/19/2020 only
Investment #26875 FFCB Callable on and anytime after 09/03/2020
Investment #26950 WMT Callable anytime starting 10/15/2020
Investment #27004 FAMCA Callable semi-annually starting 5/19/2022
Investment #27026 FHLWC Callable quarterly starting 12/30/2020
Investment #27045 FHLWC Callable on 7/28/2021 only
Investment #27050 FFCB Callable on and anytime after 10/27/2020
Investment #27051 FHLWC Callable quarterly starting 8/03/2021



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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	2,976,756	0.600	01/24/2020	2,976,756		1	0.600	2,976,756	SYS79017	79017	2,976,756
Federal Home Loan Ba	USBT	227,000	1.530	01/28/2020	225,186	08/03/2020	2	1.563	227,000	313384A68A	26946	226,981
Fund Total and Average		\$ 3,203,756	0.666		\$ 3,201,942		1	0.668	\$ 3,203,756			\$ 3,203,737
GRAND TOTALS:		\$ 3,203,756	0.666		\$ 3,201,942		1	0.668	\$ 3,203,756			\$ 3,203,737

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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 07/31/2020



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		89,992	1.354	07/01/2013	89,992		1	1.354	89,992	SYS70046	70046	89,992
Fund Total and Average		\$ 89,992	1.354		\$ 89,992		1	1.354	\$ 89,992			\$ 89,992

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	485,000	0.129	06/26/2020	484,744	11/19/2020	110	0.131	484,869	313384Q28	27020	484,807
Fund Total and Average		\$ 485,132	0.130		\$ 484,876		110	0.132	\$ 485,001			\$ 484,939

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	936	0.600	07/01/2013	936		1	0.600	936	SYS79004	79004	936
Federal Home Loan Ba	USBT	660,000	0.130	06/26/2020	659,852	11/19/2020	110	0.131	659,822	313384Q28	27021	659,738
Federal Home Loan Ba	USBT	1,076,000	0.070	07/29/2020	1,075,738	12/01/2020	122	0.070	1,075,645	313384R68A	27036	1,075,745
Fund Total and Average		\$ 1,736,936	0.093		\$ 1,736,326		117	0.094	\$ 1,736,403			\$ 1,736,419

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	803	0.600	07/01/2013	803		1	0.600	803	SYS79012	79012	803
Federal Home Loan Ba	USBT	1,134,000	0.130	06/26/2020	1,133,402	11/19/2020	110	0.131	1,133,694	313384Q28	27022	1,133,550
Federal Home Loan Ba	USBT	944,000	0.069	07/29/2020	943,771	12/01/2020	122	0.070	943,688	313384R68A	27037	943,776
Fund Total and Average		\$ 2,078,803	0.103		\$ 2,077,976		115	0.104	\$ 2,078,185			\$ 2,078,129

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	68,000	0.115	06/26/2020	67,968	11/19/2020	110	0.117	67,979	9127963A5	27023	67,976
Federal Home Loan Ba	USBT	667,000	0.070	07/29/2020	666,838	12/01/2020	122	0.070	666,780	313384R68A	27038	666,842
Fund Total and Average		\$ 735,000	0.074		\$ 734,806		121	0.075	\$ 734,759			\$ 734,818

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,054	0.600	07/01/2013	1,054		1	0.600	1,054	SYS79005	79005	1,054
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	167	1.537	419,807	313385AQ9A	26943	417,078
Federal Home Loan Ba	USBT	4,423,000	0.110	07/29/2020	4,426,510	01/29/2021	181	0.111	4,426,786	313385BE5	27040	4,426,551
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	376	1.699	151,508	3137EAC9	26454	149,145
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	678	1.760	4,245,140	313379Q69	26463	4,128,537
Fund Total and Average		\$ 9,100,054	1.102		\$ 9,156,341		408	0.949	\$ 9,244,295			\$ 9,120,365



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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
US Bank Trust	USB	2,368,443	0.600	07/01/2013	2,368,443		1	0.600	2,368,443	SYS79006	79006	2,368,443
Fund Total and Average		\$ 2,368,443	0.600		\$ 2,368,443		1	0.600	\$ 2,368,443			\$ 2,368,443

LEC Iss#1 2010B BABS Subs Resv

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	759,145	0.600	07/01/2013	759,145		1	0.600	759,145	SYS79013	79013	759,145
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,091	1.635	382,105	3134GU6D7	26945	380,163
Fund Total and Average		\$ 1,139,145	0.950		\$ 1,139,335		365	0.945	\$ 1,141,250			\$ 1,139,308

LEC O & M Reserve

Local Agency Investm	UBOC	1,543,266	1.354	07/01/2013	1,543,266		1	1.354	1,543,266	SYS70047	70047	1,543,266
Union Bank of Calif	UBOC	4,420,188	0.002	07/18/2013	4,420,188		1	0.002	4,420,188	SYS70041	70041	4,420,188
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	257	1.590	504,750	3133EY83	26892	499,687
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	432	1.555	503,494	89236TGJ8	26953	496,407
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	457	1.000	528,830	58607ECD4	26986	528,026
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	660	2.456	618,895	90331HPC1	26822	597,001
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	1,091	0.375	999,760	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,583	1.776	515,778	14912L6G1	26952	493,336
Federal Farm Credit	UBOC	1,000,000	0.640	07/30/2020	1,000,000	01/27/2025	1,640	0.639	1,000,010	3133ELZ64	27048	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,823	0.579	1,000,220	3136G4D75	27047	1,000,999
Fund Total and Average		\$ 11,518,454	0.990		\$ 11,589,523		546	0.702	\$ 11,635,191			\$ 11,578,910

GRAND TOTALS: \$ 29,251,959 0.840 \$ 29,377,618 0.679 \$ 29,513,519.

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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 07/31/2020

Investment #26822 USB Callable on and anytime after 4/22/2022
Investment #26945 FHLMC Callable on 1/28/2021 only
Investment #27046 FHLMC Callable on 7/28/2021 only
Investment #27047 FHLMC Callable quarterly starting 7/29/2022
Investment #27048 FFCB Callable on and anytime after 10/27/2020
Investment #27054 FFCB Callable on and anytime after 2/4/2021



12


Commission Staff Report

August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

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

- Scrap metal from Lodi Energy Center

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declaration of Surplus
Receipt of disposal



Date: 8/12/2020

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

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

Address/Phone #: 524 E. Harold Street, Lodi (209) 915-0214

Signature: 

Northern California Power Agency

Employee Name: Melissa Philpot

Signature: 

Monies Received for this?

☒ YES (\$ 312.00) (50% of total, rounded)

☐ NO



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 7/23/2020

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
1.	1	LOT	SCRAP METAL	SCRAP	UNIT TOTAL	\$ 0.00	CT2/LEC
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: SCRAP

RECOMMENDED DISPOSITION: SCRAP

PREPARED BY: Melissa Philpot / Michael DeBortoli
ORG. Michael DeBortoli
APPROVED BY: [Signature] CODE: _____
(ASST. GEN. MANAGER)
AUTHORIZATION [Signature] DATE: 7/28/20
TO PROCEED: [Signature] (GENERAL MANAGER)

PUBLIC SALE PRIVATE SALE
☒ X DISPOSAL - NO NET SCRAP VALUE
*U/M = UNIT OF MEASURE
** CONDITION: EXCELLENT (E), GOOD (G), AVERAGE
POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER




Commission Staff Report

August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: Debt and Interest Rate Management Report – June 30, 2020

AGENDA CATEGORY: Consent

FROM:	Monty Hanks 	METHOD OF SELECTION:
	Assistant General Manager/CFO	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"/>
<p><i>If other, please specify</i></p> <p>_____</p> <p>_____</p>		

RECOMMENDATION:

It is recommended the Commission accept the Debt and Interest Rate Management Report for the period ending June 30, 2020.

BACKGROUND:

In accordance with the Debt and Interest Rate Management Policy, Section 20, *Monitoring and Reporting Requirements*, approved by the Commission in May 2019, the Finance team will provide a written report regarding the status of all fixed and variable rate debt and the Agency's interest rate swaps on a semi-annual basis to the Finance Committee and to the Commission.

The report, for the period ending June 30, 2020, is attached for your information and acceptance. Listed below is a summary of the report.

Fixed Rate Debt

No changes to the Agency's outstanding, fixed-rate debt since the last report.

Variable Rate Debt

The Agency had a total of \$83.64 million of outstanding variable rate debt. The Agency's variable rate debt is structured with a Letter of Credit with Bank of America. On average, the reset rates continue to trade better than the Securities Industry and Financial Markets Association (SIFMA) for the Series A bonds. The reset rates and index comparisons are included in the attached report.

Interest Rate Swaps

As of June 30, 2020, NCPA had \$83.64 million of outstanding swaps, all related to the Hydroelectric Project bonds, which act as a hedge against the variable rate debt. The total market value of the interest rate swaps was a net liability of \$21.0 million (negative). This amount declined from the December 31, 2019 net liability of \$15.8 million (negative) due to a drop in interest rates. No new swaps or defaults have occurred in the last six months. The interest rate swaps make up approximately 31% of the outstanding Hydroelectric Project debt portfolio. Additional details of the swap agreements are provided in the attached report.

Counterparties

The counterparty for both interest rate swaps is Citibank, N.A. The credit ratings for Citibank, N.A., are A+/Aa3/A+ by S&P, Moody's, and Fitch, respective. There have been no changes since the last report.

Rating Changes

There have been no changes since the last report however the following actions were reported:

- February 2020
 - Fitch affirmed 'AA-' rating with 'stable' outlook on Hydroelectric Project Bonds.
- April 2020
 - S&P lowered outlook to 'negative' in all sectors, including Public Power, largely due to COVID. However, this action didn't require a continuing disclose notice.
- June 2020
 - Fitch affirmed 'A' rating with 'stable' outlook on Lodi Energy Center Revenue Bonds, Issue One.

FISCAL IMPACT:

The total projected savings over the life of the interest rate swaps was \$13.9 million at the inception of these agreements. Total projected savings through June 30, 2020 was \$7.3 million with actual results at \$12.4 million. The difference between expected savings and actual savings is due to “basis risk”, or the difference between what NCPA pays on the variable rate bonds and the index rate used in the swap transaction. Total basis risk to date is positive, resulting in additional savings over those expected of \$5 million. Staff continues to monitor the potential for refinancing these bonds and terminating the swaps, however, the large mark-to-market payment due to Citibank, N.A. of over \$21.0 million (net) is making a potential refund not a feasible option at this time.

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:

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments:

- Debt and Interest Rate Management Report as of 6-30-2020



Debt and Interest Rate Management Report

As of June 30, 2020

Monty Hanks
August 2020



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Key Highlights from January – June 2020

- No negative material changes to any fixed or variable rate debt or outstanding swap agreements occurred since the last report.
- Ratings on all projects remained the same.
 - S&P put all sectors including Public Power, on negative outlook but this doesn't trigger a continuing disclosure notice
 - Fitch affirmed the 'AA-' rating on Hydroelectric Revenue Bonds
 - Fitch affirmed the 'A' rating on Lodi Energy Center Revenue Bonds, Issue One
- No defaults under the above swap agreements, fixed rate or variable rate debt have occurred.
- Counterparty ratings remained the same; no collateral posting by the counterparty has been required and the counterparty remains highly rated.
- The MTM on the outstanding swaps changed from a negative value of \$16.8 million on December 31, 2019 to a negative value of \$21.0 million on June 30, 2020.

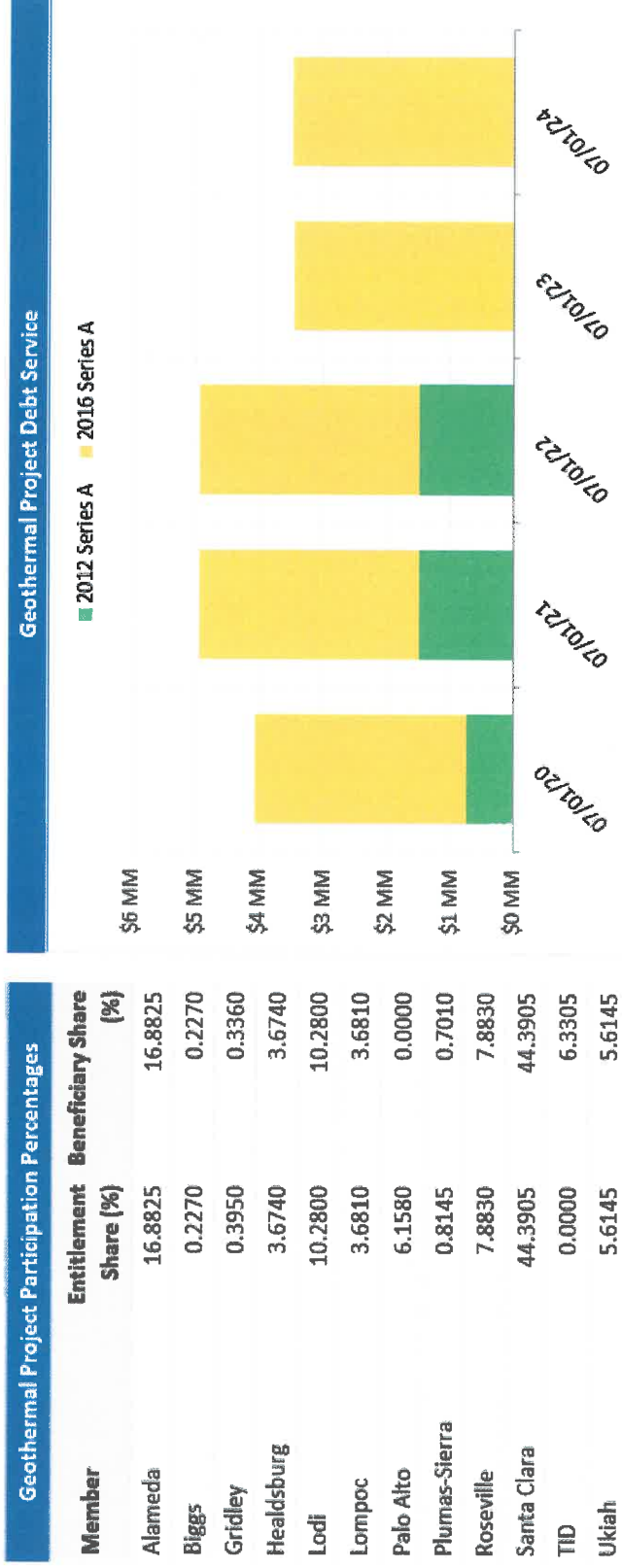


NORTHERN CALIFORNIA POWER AGENCY

DEBT OVERVIEW BY PROJECT



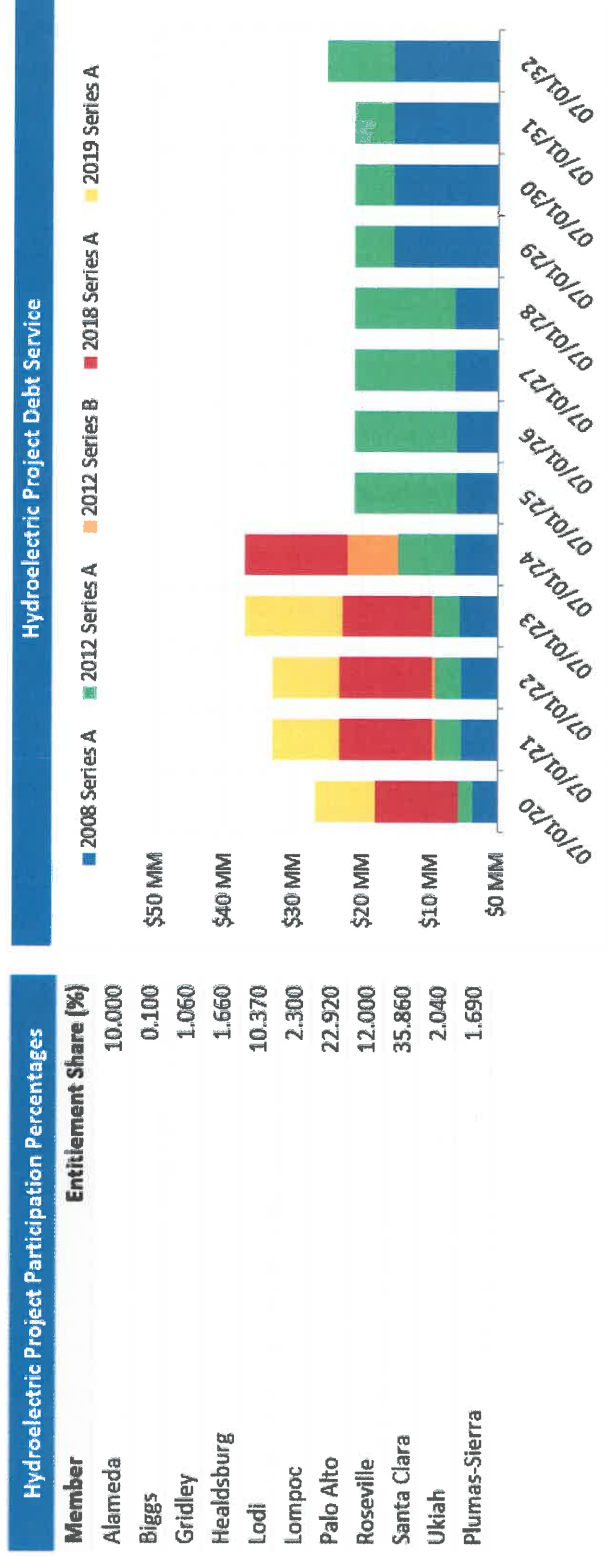
Geothermal Project Debt Overview



Summary of Outstanding Geothermal Project Debt							
Ratings (M/S/F): -/A-/*							
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2012 Series A	Tax-Exempt	Fixed-Rate	\$12,910,000	\$3,570,000	2.289%	7/1/2017	7/1/2022
2016 Series A	Tax-Exempt	Fixed-Rate	\$17,530,000	\$16,530,000	1.670%	-	7/1/2024



Hydroelectric Project Debt Overview



Summary of Outstanding Hydroelectric Project Debt

Ratings (M/S/F): Aa3/-/AA-, Stable Outlooks

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2008 Series A	Tax-Exempt	Variable-Rate	\$85,160,000	\$83,640,000	Var. (3.819%) ⁽⁵⁾	Current	7/1/2032
2012 Series A	Tax-Exempt	Fixed-Rate	\$76,665,000	\$76,665,000	5.000%	7/1/2022	7/1/2032
2012 Series B	Taxable	Fixed-Rate	\$7,120,000	\$7,120,000	4.320%	Make-Whole	7/1/2024
2018 Series A	Tax-Exempt	Fixed-Rate	\$68,875,000	\$59,990,000	5.000%	Non-Callable	7/1/2024
2019 Series A	Tax-Exempt	Fixed-Rate	\$39,250,000	\$38,310,000	4.000%-5.000%	Non-Callable	7/1/2023

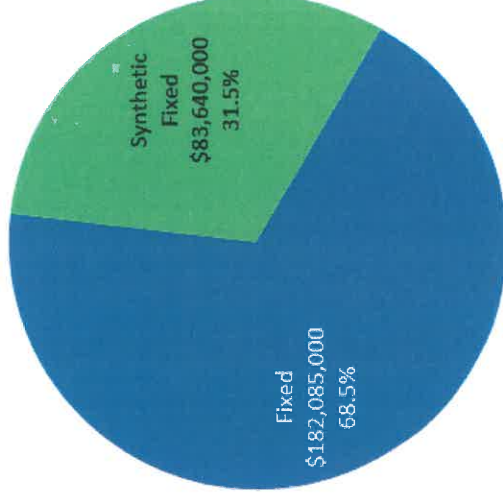


Hydroelectric Project Debt Overview

Hydroelectric Project Swap Summary						
Series	NCPA Pays	NCPA Receives	Trade Date	Effective Date	Maturity Date	MTM Value (As of 06/30/20)
2008 Series A	3.8190%	54% of USD-LIBOR + 0.54%	11/24/04	11/24/04	7/1/32	(\$21,026,733)
					Initial Notional	Current Notional
					\$85,160,000	\$83,640,000
					Bank Counterparty	
					Citibank, N.A., New York (Aa3/A+/A+)	

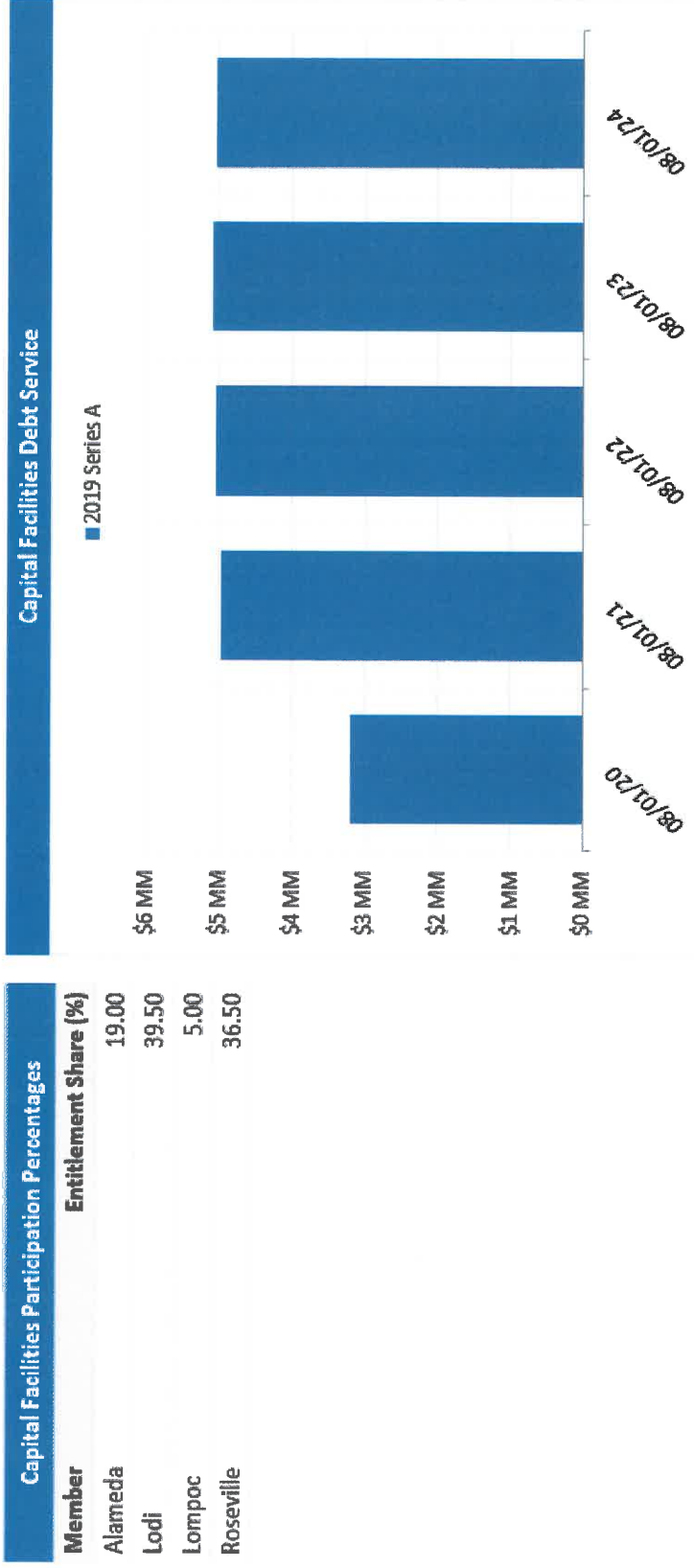
Hydroelectric Project Liquidity Summary			
Series	LOC Provider	LOC Expiry	Reset (as of 07/07/20)
2008 Series A	Bank of America, N.A. (Aa2/A+/AA-)	June 21, 2024	0.09%

Breakdown of Hydroelectric Project Debt Type





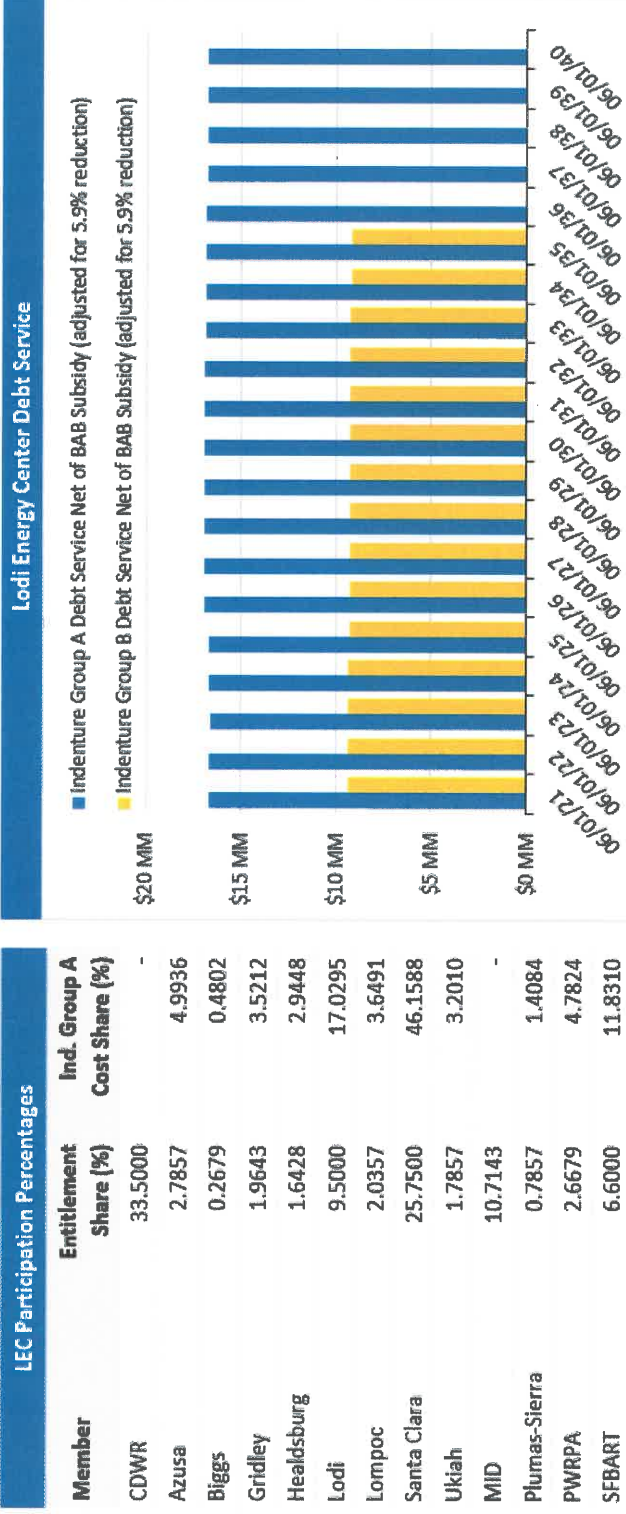
Capital Facilities Debt Overview



Summary of Outstanding Capital Facilities Debt							
Ratings (M/S/F): A1/A-/ , Stable Outlooks							
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2019 Series A	Tax-Exempt	Fixed-Rate	\$20,450,000	\$20,450,000	5.000%	-	8/1/2024



Lodi Energy Center Debt Overview



Summary of Outstanding Lodi Energy Center Debt						
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Next Call
Indenture Group A Ratings (M/S/F): A1/A-/A, Stable Outlooks						
2010 Series A	Tax-Exempt	Fixed-Rate	\$78,330,000	\$0	5.000%	6/1/2020
2010 Series B	Taxable BABs	Fixed-Rate	\$176,625,000	\$176,625,000	7.311% ⁽¹⁾	Make-Whole
2017 Series A	Tax-Exempt	Fixed-Rate	\$38,970,000	\$37,410,000	2.270%	-
Indenture Group B—CADWR Ratings (M/S/F): Aa2/AAA ⁽¹⁾ , Stable Outlooks						
2010 Series B	Taxable BABs	Fixed-Rate	\$110,225,000	\$105,015,000	5.679% ⁽¹⁾	Make-Whole
						6/1/2035



NORTHERN CALIFORNIA POWER AGENCY

FIXED RATE DEBT OVERVIEW

Fixed Rate Debt Overview

- Fixed Rate Debt
 - No changes since last update
- Ratings
 - February
 - Fitch affirmed 'AA-' rating with stable outlook on Hydroelectric Project Bonds
 - April
 - S&P lowered outlook to negative in all sectors, including Public Power
 - June
 - Fitch affirmed 'A' rating with stable outlook on Lodi Energy Center Revenue Bonds, Issue One



VARIABLE RATE DEBT OVERVIEW

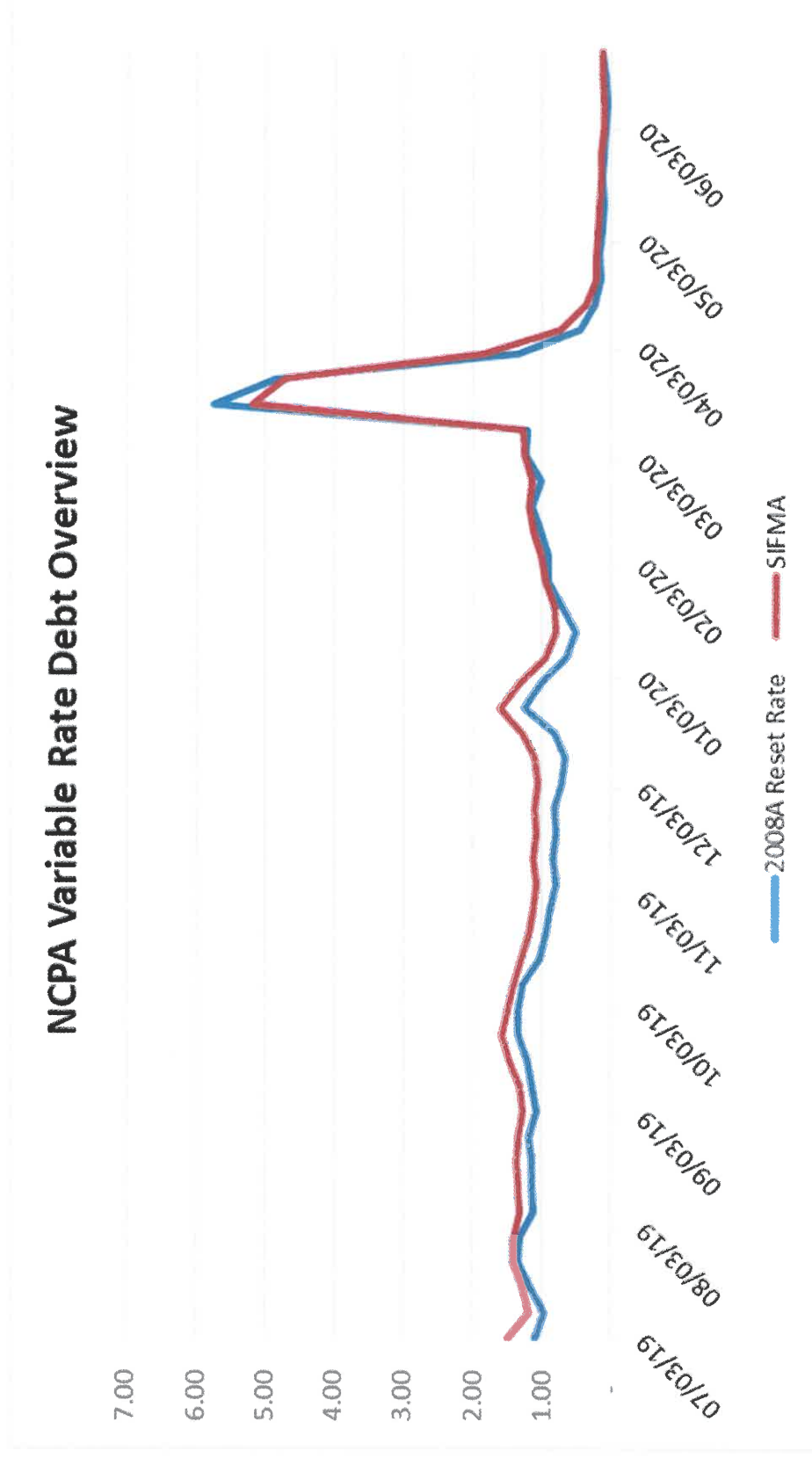


Variable Rate Debt Overview

Variable Rate Debt Amount Priced Payment	Hydro 2008A
Swap Counter-party: Payments	Citigroup NCPA Pays Fixed @ 3.819%
From/To: Counterparty	NCPA Receives Floating rate (based on 54% of monthly Libor+.54%)
Payment terms:	Semi-Annual (net) Semi-Annual (net)
Liquidity/Letter of Credit Provider Annual Fee Expiration Date Credit Ratings	Bank of America 35.0 bp 6/21/2024 Aa2/A+/AA-



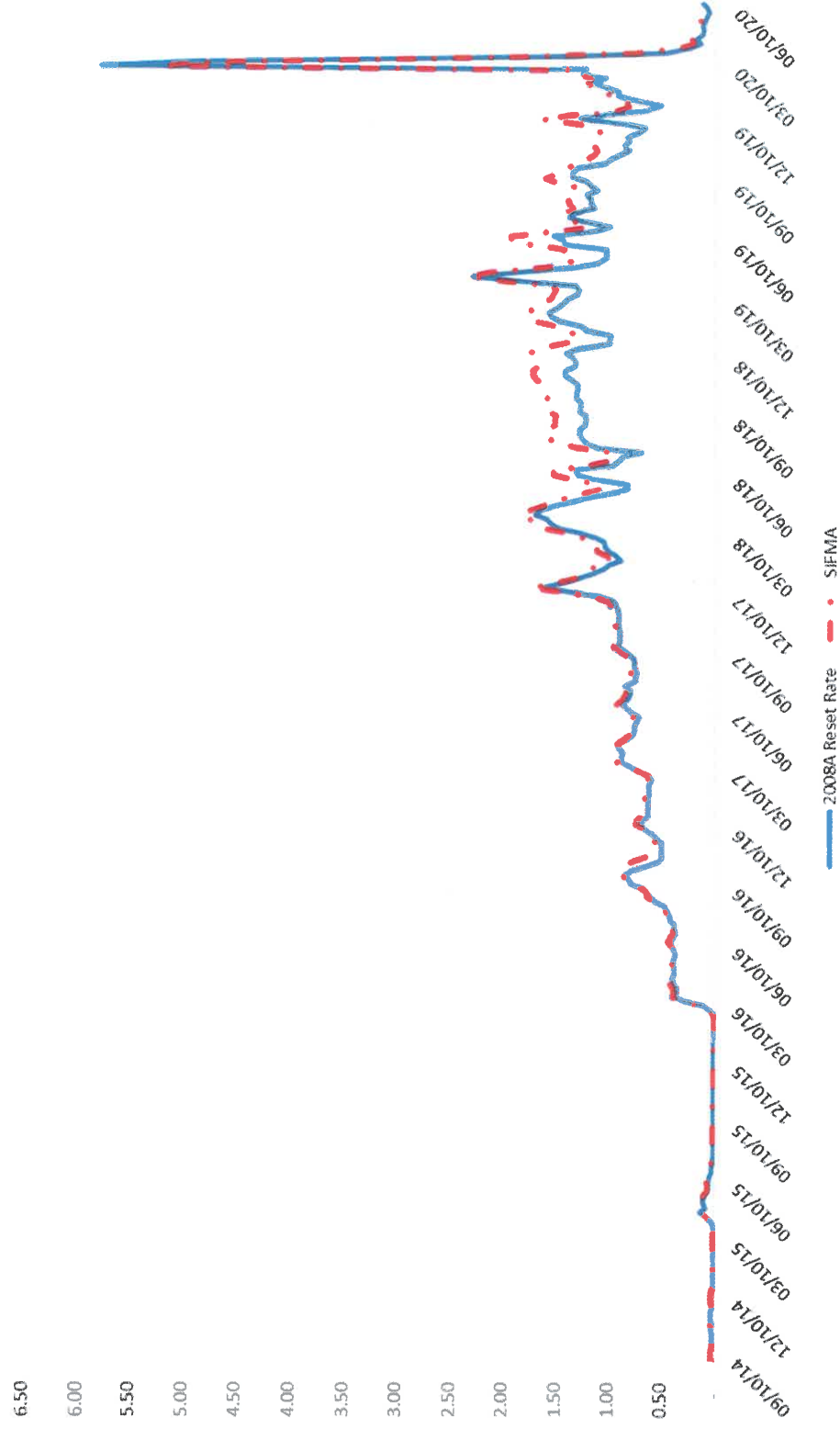
Variable Rate Debt Overview





Variable Rate Debt Overview

NCPA Variable Rate Debt Performance Versus Indices





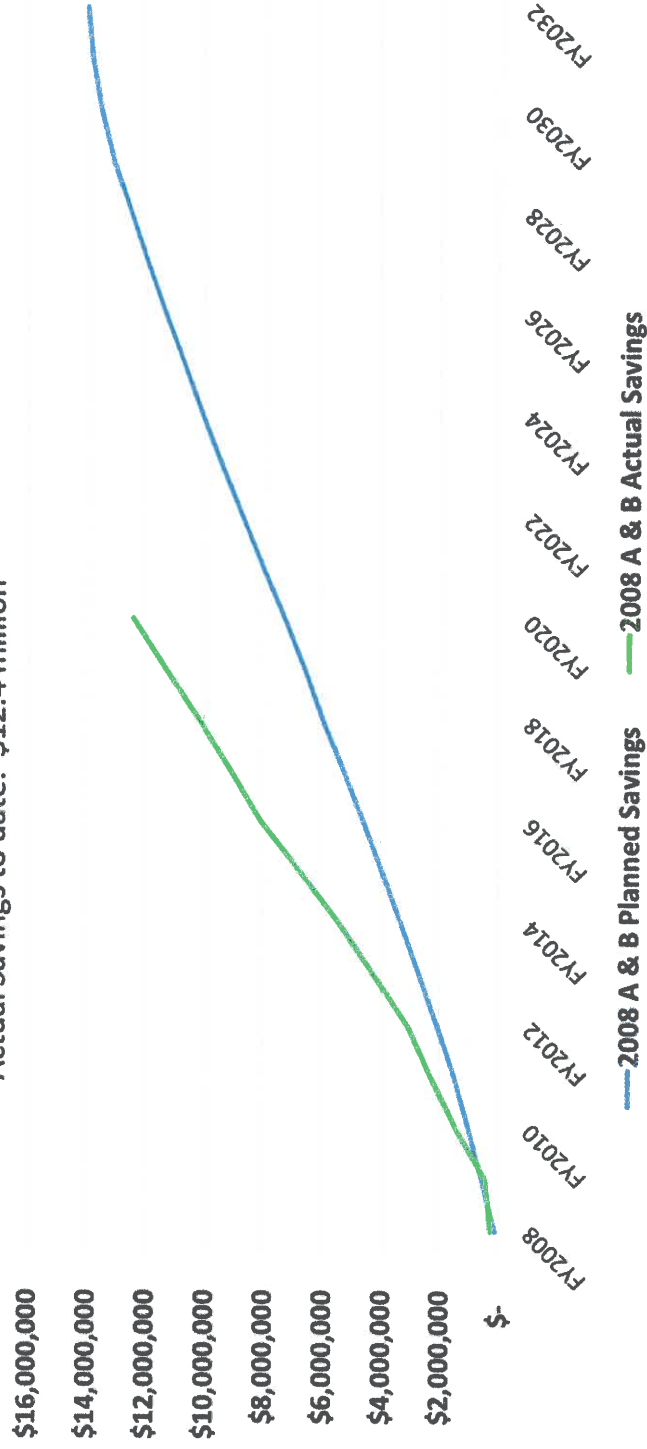
INTEREST RATE SWAP OVERVIEW



Interest Rate Swap Overview

Northern California Power Agency Hydroelectric Project Swaps Performance to Date June 30, 2020

Total Projected Savings over life of bonds: \$13.9 million
Total Projected Savings to date: \$7.3 million
Actual Savings to date: \$12.4 million





Interest Rate Swap Overview



PFM Swap Advisors LLC

Phone: 215 567-6100
Fax: 215 567-4180

Transaction Type	Name	Associated Bonds	Client Pay	Client Receives	Trade Date	Effective Date (Initial Calc)	Maturity Date
Swap	NCPA 200411240001	Series 2008A	3.8190%	54% of USD-LIBOR + 0.54%	11/24/2004	4/2/2008	7/1/2032
Initial Notional	Current Notional	Bank Counterparty	Counterparty Ratings Moody's / S&P / Fitch	MTM Value 6/30/2020			
\$85,160,000	\$83,640,000	Citibank, N.A., New York	Aa3 / A+ / A+	(\$21,026,733)			



Interest Rate Swap Overview



PFM Swap Advisors LLC

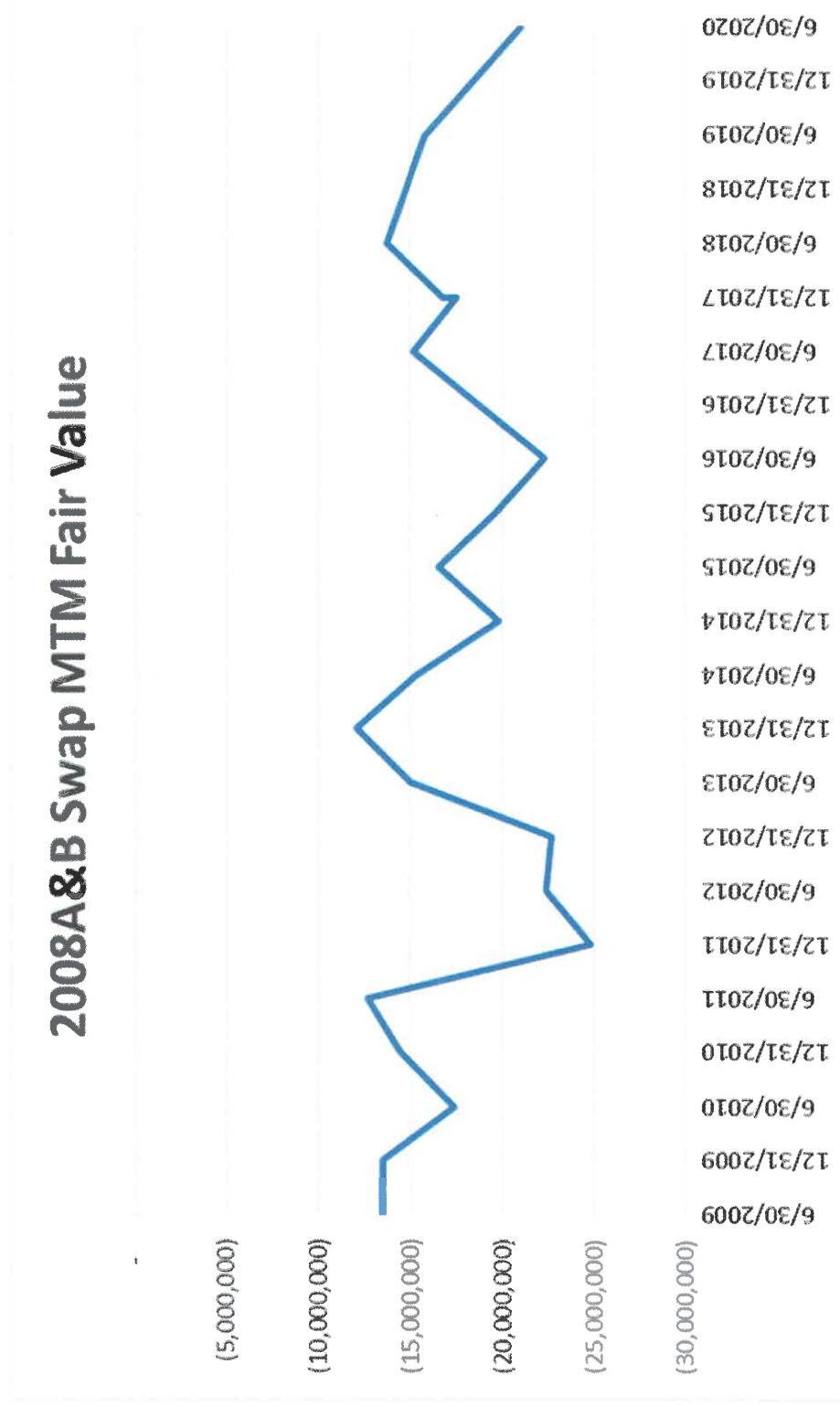
Phone: 215-527-4100
Fax: 215-527-4150

Transaction Type	Name	Associated Bonds	Client Pay	Client Receives	Trade Date	Maturity Date	Current Notional
Swap	NCPA 200411240001	Series 2008A	3.8190%	54% of USD-LIBOR + 0.54%	11/24/2004	7/1/2032	\$83,640,000
							<u>\$83,640,000</u>

Total MTM Value	Alameda 10%	Healdsburg 1.66%	Lodi 10.37%	Lompoc 2.30%	Palo Alto 22.92%	Plumas-Sierra 1.69%	Roseville 12.00%	Santa Clara 37.02%	Ukiah 2.04%
(\$21,026,733)	(\$2,102,673)	(\$349,044)	(\$2,180,472)	(\$483,615)	(\$4,819,327)	(\$355,352)	(\$2,523,208)	(\$7,784,097)	(\$428,945)



Interest Rate Swap Overview





Commission Staff Report

August 18, 2020

COMMISSION MEETING DATE: August 27, 2020

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

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

BACKGROUND:

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

DISCUSSION:

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

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

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

FISCAL IMPACT:

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

ENVIRONMENTAL ANALYSIS:

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

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

COMMITTEE REVIEW:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

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

RESOLUTION 20-50

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

(reference Staff Report #168:20)

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

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

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

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

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

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

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

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

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

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

AMENDMENT 5

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

WITH

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

AND
CENTRAL VALLEY PROJECT CUSTOMERS

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

AMENDMENT 5

TO THE

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

WITH

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

AND

CENTRAL VALLEY PROJECT CUSTOMERS

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

AMENDMENT 5

TO THE

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

WITH

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

AND

CENTRAL VALLEY PROJECT CUSTOMERS

1. PREAMBLE:

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

2. EXPLANATORY RECITALS:

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

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///

///

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

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

3. AGREEMENT:

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

4. TERM OF AMENDMENT:

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

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

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

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

///

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 ///

7. AUTHORITY TO EXECUTE:

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

8. EXECUTION BY COUNTERPARTS:

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

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

WESTERN AREA POWER ADMINISTRATION

By: _____

Sonja A. Anderson

Title: Vice President of Power Marketing for

Sierra Nevada Region

Address: 114 Parkshore Drive

Folsom, CA 95630

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

BAY AREA RAPID TRANSIT DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

1 **7. AUTHORITY TO EXECUTE:**

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5 signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or
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9 **8. EXECUTION BY COUNTERPARTS:**

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11 and delivery by each Party, the executed and delivered counterparts together shall
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16 form hereto, by having attached to it one or more signature pages.
17

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

21 BYRON-BETHANY IRRIGATION DISTRICT

22
23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____
27
28

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LASSEN MUNICIPAL UTILITY DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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NASA – AMES RESEARCH CENTER

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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NORTHERN CALIFORNIA POWER AGENCY

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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POWER AND WATER RESOURCES
POOLING AUTHORITY

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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

CITY OF ROSEVILLE

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

7. AUTHORITY TO EXECUTE:

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SAN JUAN WATER DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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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 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 BUREAU OF RECLAMATION

22
23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____
27
28

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



Commission Staff Report

Date: August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: NorCal Power Services LLC – Five Year Multi-Task General Services Agreement for Electrical Maintenance Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 20-57 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with NorCal Power Services LLC for electrical maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Electrical maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NorCal was the low bidder on a recent project and due to timing we had to move forward with the next low bidder in which we already had an agreement with. NCPA desires to enter into a multi-task enabling agreement with NorCal Power Services LLS so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA currently has agreements in place with Electrical Maintenance Consultants and Hart High Voltage for similar services.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on August 5, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on August 10, 2020, and was approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with NorCal Power Services LLC

RESOLUTION 20-57

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH NORCAL POWER
SERVICES LLC**

(reference Staff Report #178:20)

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

WHEREAS, NorCal Power Services LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with NorCal Power Services LLC to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with NorCal Power Services LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for electrical maintenance related services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NORCAL POWER SERVICES LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and NorCal Power Services LLC, a sole proprietorship with its office located at 3917 Auburn Folsom Road, Loomis, CA 95650 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

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

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

NorCal Power Services LLC
Attention: Aaron Stone
3917 Auburn Folsom Road
Loomis, CA 95650

Any written notice to Agency shall be sent to:

Randy S. Howard

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.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

NORCAL POWER SERVICES LLC

Date_____

Date_____

RANDY S. HOWARD,
General Manager

AARON STONE,
Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

NorCal Power Services LLC ("Contractor") shall provide electrical maintenance related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Protection relay testing
- NERC PRC and MOD standards compliance services
- Substation and generation electrical equipment maintenance and testing
- Limited repair capabilities of substation and generation electrical equipment
- Power system studies
- Protection relay upgrades
- OSIsoft PI support
- Emerson Ovation and ABB Bailey DCS support
- General combined cycle power plant troubleshooting including process equipment and instrumentation
- Engineering

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:

- Travel time = \$50/hr
- Vehicle miles charge = current year federal mileage rate
- Electrical equipment field testing w/specialized test equipment = \$170/hr straight time
- Protective relay testing = \$170/hr straight time
- Protective relay programming = \$150/hr straight time
- On-site troubleshooting = \$150/hr straight time
- Licensed Professional Engineer = \$200/hr straight time

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

NorCal Power Services LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

Date: August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: First Global Gear Services, LLC dba FGGS, LLC – Five Year Multi-Task General Services Agreement for Turbo Machinery Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 20-58 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC for turbo machinery related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Turbo machinery related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. NCPA had a previous agreement in place with First Global Gear Services, LLC dba FGGS, LLC, which expired. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into a multi-task enabling agreement with First Global Gear Services, LLC dba FGGS, LLC so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA does not currently have any agreements in place with similar vendors at this time.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on August 5, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on August 10, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC

RESOLUTION 20-58

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH FIRST GLOBAL
GEAR SERVICES, LLC DBA FGGS, LLC**

(reference Staff Report #179:20)

WHEREAS, turbo machinery related services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, First Global Gear Services, LLC dba FGGS, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for turbo machinery related services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FIRST GLOBAL GEAR SERVICES, LLC DBA FGGS, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and First Global Gear Services, LLC dba FGGS, LLC, a limited liability company with its office located at 115 Technology Drive, A-201, Trumbull, CT 06611 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND dollars (\$500,000.00)** for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$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.** Not Applicable.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent

contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency. Notwithstanding any provision to the contrary in this Agreement, Contractor's liability under this Section 5 shall be limited to the insurance limits and liabilities covered by and as described in in Section 4 of this Agreement.

5.3 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time. Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Either party may cancel this Agreement at any time and without cause upon fifteen (15) days prior written notice to the other party. Notwithstanding, Contractor cannot terminate this Agreement if Contractor has agreed to complete a Purchase Order(s) and all work under any Purchase Order is not yet complete.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed and costs incurred prior to termination 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.** 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.

If the Agency breaches any of the terms of this Agreement, the Contractor shall be entitled to payment for work completed, costs reasonably incurred, and costs to demobilize should Contractor have started 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 final 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 except as a result of the active negligence or intentional misconduct of the Agency or the entity for which Contractor is performing the Work. 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 by Contractor, 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 determine if health monitoring and/or sampling is needed and if so, 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** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

First Global Gear Services, LLC dba FGGS, LLC
Attention: Marco Amaral
115 Technology Drive, A-201
Trumbull, CT 06611

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.

13.16 Force Majeure. As used herein, an "Event of Force Majeure" shall mean those events that are beyond the control of Contractor, including events of war or terrorism, floods, labor disputes or stoppages, earthquakes, declared states of emergency or public health emergency (including without limitation epidemics and/or pandemics), illness, government mandated quarantine or shutdown, adverse weather conditions not reasonably anticipated, and other acts of God. Notwithstanding the foregoing and for the avoidance of doubt, the following shall not be considered events of Force Majeure: economic hardship; lack of money or credit; loss of profit or loss of return on investment; changes in commodity prices and the price of raw materials, fuel and supplies; changes in labor costs, wages and benefits; changes in exchange rates; seller's inability to perform and complete the work for the Purchase Order price; and labor disputes between the Contractor and its work force.

Contractor shall not be in default hereunder if it is unable to fulfill or is delayed in fulfilling any of its obligations hereunder by reason of any Events of Force Majeure. Nonetheless, Contractor acknowledges NCPA and NCPA's Members are critical infrastructure industries where work continues during many declared states of emergency and public health emergencies including the recent COVID 19 pandemic and declared state of emergency. Nonetheless, Contractor agrees Contractor must make its own determination regarding the safety of its employees and the worksite and whether Contractor is interested in working during those types of conditions.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

FIRST GLOBAL GEAR SERVICES, LLC
DBA FGGS, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

MIKE SCHMIDT,
Field Service Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

First Global Gear Services, LLC dba FGGS, LLC ("Contractor") shall provide turbo machinery related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Maintenance on pumps, motors, gearbox, fluid couplings, turbo gear units, variable speed drives on various hydro, geothermal and turbine equipment.
- Drive train alignment check and correction, as required.
- Walk down of drive train inspecting for oil leaks, broken or missing parts.
- Review of operation history and alarm 1 trip history.
- Interview operators to collect information on any operational issues
- Perform customer spare parts evaluation
- Operate drive train at several speeds and perform full spectrum analysis
- Compile OAT recordings of transitional operation to analyze machine control and identify any possible resonances occurring during operation.
- Perform modal analysis of complete drive train (Currently in development)

Reports:

- Alignment certification
- Recommended repairs 1 parts replacements
- Vibration analysis, including both relative and seismic analysis
- Recommended stocking level for customer owned spare parts
- Modal analysis of complete drive train (Currently in development)
- Recommendation for future service requirements.

Vorecon Only:

- Horsepower estimate. (Speed, torque and guide vane percentage from Voith operating map utilized to estimate actual power applied to the machine.) Graph maintained for future trending.
- Report on internal labyrinth condition based on torque converter operation.
- Graph showing system operating/lubricating oil pressures. Graph maintained for future trending.

On-Site Diagnostics & Overhauls:

- Factory trained and authorized technicians
- Tooling delivered to site
- Voith Spare Parts

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:

2020 FGGS Field Service Rates:

A. Buyer shall be billed for all services at the following rates:

FGGS Engineering Representative	Continental United States	International, Alaska and Hawaii	Offshore & Hazardous Installations ²
Labor Rates: (8 -Hour Day) in USD	\$1680/day	\$1760/day	\$1984/Day
Weekday (Mon-Fri)	\$210.00/hour	\$220.00/hour	\$248.00/hour
Weekday Hours Over 8	\$348.00/hour	\$366.00/hour	\$413.00/hour
Saturday, Sunday, and Holidays	\$315.00/hour	\$330.00/hour	\$372.00/hour
Saturday, Sunday, and Holidays Hours Over 8	\$378.00/hour	\$396.00/hour	\$451.00/hour

*Advise location and service duration for final FGGS Rates

* Laser alignment services available at the above rates +10%. Additional equipment mobilization charges may apply

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

First Global Gear Services, LLC dba FGGS, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



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Commission Staff Report

Date: August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: Evoqua Water Technologies, LLC – First Amendment to Five Year Multi-Task General Services Agreement for Water Treatment Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

Approve Resolution 20-59 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for water treatment related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from September 1, 2020 to November 1, 2020, with no change to the not to exceed amount or other contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Water treatment related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with Evoqua Water Technologies LLC effective September 1, 2015. This agreement is expiring on September 1, 2020. NCPA requested competitive bids specifically for the water treatment services required for the CT facilities. Evoqua Water Technologies, LLC was the winning bidder. The negotiation process for the new agreement is taking more time than anticipated. This First Amendment will extend the expiration date from September 1, 2020 to November 1, 2020 which will allow for finalizing negotiations. This agreement is still available for use at any facility owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,400,000 over the existing five year term, through November 1, 2020. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on August 5, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on August 10, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement with Evoqua Water Technologies, LLC
- First Amendment to Multi-Task General Services Agreement with Evoqua Water Technologies, LLC

RESOLUTION 20-59

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT
WITH EVOQUA WATER TECHNOLOGIES, LLC

(reference Staff Report #180:20)

WHEREAS, water treatment related services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Evoqua Water Technologies, LLC is a provider of these services; and

WHEREAS, NCPA entered into a five year Multi-Task General Services Agreement with Evoqua Water Technologies LLC effective September 1, 2015; and

WHEREAS, This agreement is expiring on September 1, 2020; and

WHEREAS, NCPA requested competitive bids specifically for the water treatment services required for the CT facilities. Evoqua Water Technologies, LLC was the winning bidder. The negotiation process for the new agreement is taking more time than anticipated; and

WHEREAS, NCPA now seeks to extend the expiration date from September 1, 2020 to November 1, 2020 to allow additional time for negotiations of a new agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,400,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EVOQUA WATER TECHNOLOGIES LLC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Evoqua Water Technologies LLC ("Contractor") (collectively referred to as "the Parties") as of _____, 2020.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective September 1, 2015, (the "Agreement") for Contractor to provide water treatment services at the CT Facilities and at any other facilities owned and/or operated by the Agency, by the Agency's members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members ; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement from the original expiration date of September 1, 2020 to a new date of November 1, 2020; 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 1.1—Term of Agreement** is amended and restated to read in full as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work described in Exhibit A, or no later than November 1, 2020, whichever is shorter.

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

SIGNATURES ON FOLLOWING PAGE

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///

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Date:_____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD,
General Manager

Date:_____

EVOQUA WATER TECHNOLOGIES LLC

ROD MCNELLY,
Vice President / GM-GIS

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EVOQUA WATER TECHNOLOGIES LLC**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Evoqua Water Technologies LLC, a Delaware limited liability company, with an office located at 181 Thorn Hill Road, Warrendale, PA 15086 ("Contractor") (together sometimes referred to as the "Parties") as of 9/1/ 2015 ("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 upon the later of five (5) years from the (i) Effective Date or (ii) the date this Agreement was signed by Agency.
- 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 and reasonable discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, promptly upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **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 or 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.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FOUR HUNDRED THOUSAND** dollars (\$1,400,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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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;
- 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

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; provided, however, Agency shall pay all sales and use taxes levied by any properly constituted governmental authority upon the Work as invoiced by Contractor.

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 Agency's 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.

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Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all tools 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 \$750,000; provided, however, that Contractor's self-insured retention or deductible may exceed this amount if Contractor provides to Agency at least ninety (90) days' written notice of the amount of the self-insured retention or deductible amount prior to the effective date of such amount. 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 \$500,000; provided, however, that Contractor's self-insured retention or deductible may exceed this amount if Contractor provides to Agency at least ninety (90) days' written notice of the amount of the self-insured retention or deductible amount prior to the effective date of such amount. 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 left blank.

4.4 All Policies Requirements.

4.4.1 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, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

4.6 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 Agency) and hold Agency harmless from any claim, cause of action or liability incurred by Agency as a result of third party claims for (i) bodily injury, (ii) death or (iii) damage to tangible property, to the extent any of the foregoing are caused by Contractor's negligence. For the avoidance of doubt, claims of an employee of Agency are deemed third party claims. Contractor shall have the sole authority to direct the defense of and settle any such indemnified claim. Contractor's indemnification is conditioned on Agency providing (i) Contractor, within a commercially reasonable time following its receipt, with notice of any claim brought to the attention of Agency that Agency knows or reasonably should know is an indemnifiable claim under this Section 5.2 and (ii) reasonable cooperation in the defense of any claim.

For the avoidance of doubt, this Section 5.2 (Indemnification) shall not affect direct claims or actions by Agency against Contractor, including but not limited to claims for damage to Agency property or property at a Project site..

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.

- 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 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 reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency, which such approval shall not be unreasonably withheld or delayed. Contractor shall not subcontract any portion of the Work, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency (such approval not to be unreasonably withheld). 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.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement, excluding any conflicts of law rules that may require application of the laws of any other state or country.
- 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 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 of Contractor (or its employees, agents and subcontractors, as the case may be) to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, 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 fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Work.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor. In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).
- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3** Retain a different contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to

deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years from the date of final payment to Contractor under the Agreement or for any longer period required by law.

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 the Agreement. Notwithstanding anything to the contrary, Contractor shall not be required to divulge information of a proprietary nature.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential or proprietary information, whether written, recorded, electronic, oral or otherwise, where such Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential or proprietary. Confidential Information shall not include information that: (a) was already known to the Receiving Party (as such term is defined in Section 9.4.2) 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 9.4.1.

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. Conclusion of Agreement. Receiving Party shall return to Disclosing Party, or destroy, Confidential Information (including all copies thereof) upon termination of this Agreement, 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. Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person other than those of the Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Project Site Locations. The Project site at which Contractor may perform Work under this Agreement shall include any facilities owned and/or operated by the Agency, by the Agency's members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

10.2 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 Agency's operations and the operations of other contractors at the Project site and take reasonable precautions 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 in broom-clean condition and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.3 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. Excluding any willful vandalism or damage caused by Agency or its contractors, Agency will not 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. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Excluding any willful vandalism or damage caused by Agency or its contractors, 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 sufficient for performance of the Work.

10.4 Use of Agency Equipment. Contractor shall assume the risk and is solely responsible for its use of any equipment and property owned and/or provided by Agency, its members, SCAPA, or its members for the performance of Work.

Section 11. WARRANTY.

11.1 Nature of Work. Contractor warrants to Agency that the Work shall be carried out in a timely and workmanlike manner, and that Contractor shall perform all Work in accordance with Prudent Industry Practices. Agency's warranty from Contractor is ninety (90) days from the date the Work is provided. The term "Prudent Industry Practices," as used in this Agreement, means those methods, techniques, standards and practices which, at the time they are employed and in light of the circumstances known or believed to exist at the time, are deemed as reasonably prudent in the industrial water treatment industry as practiced in the United States with respect to the services which are the subject of this Agreement.

11.2 Deficiencies in Work. In the event of Contractor's failure to perform any Work in accordance with the standards required by Section 11.1 of this Agreement, then upon the earlier of (i) Contractor's discovery of such failure or (ii) Agency's written notice to Contractor of such failure, Contractor shall be obligated, at its expense and as Agency's sole remedy, to either repair or replace the Work at Contractor's sole option, as long as any repaired or replacement Work meets the design specifications of the original Work. If Contractor determines that any warranty claim is not, in fact, covered by this warranty,

Agency shall pay Contractor its then customary charges for any additionally required work. Contractor's warranty is conditioned on Agency's (a) operating and maintaining any equipment associated with the Work in accordance with Contractor's written instructions, (b) not making any unauthorized repairs or alterations in Contractor's equipment which affect the Work and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by Agency's negligent operation of any equipment associated with the Work, chemical action or abrasive material or misuse which has damaged the equipment associated with the Work (unless caused by Contractor), or improper installation (unless installed by Contractor).

- 11.3 Exclusive Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES, AND CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE OR WARRANTIES ARISING BY CUSTOM OR TRADE USAGE.

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 Agency site programs.

- 12.1** Contractor is responsible for performing 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. Contractor and its subcontractors shall be required to comply with the written safety and health obligations as established in the Agreement. Non-compliance with such 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 determine the need for, and 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 to include diesel fuel used for trucks owned or leased by the Contractor.

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 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:

Evoqua Water Technologies LLC
Attention: Branch Manager
1440 Venture Lane
Turlock, CA 95380

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:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 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 Exhibits A through C attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. Exhibits A through C 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 refer any remaining disputes to non-binding 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. For clarity, each Party shall be responsible for costs and expenses of its personal attorneys, witnesses and specialists.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted 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, the Agreement 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.


Section 14 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, AND EVEN IF ANY REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE OR OTHER INDIRECT DAMAGES, EXCEPT THAT CONTRACTOR MAY BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE. CONTRACTOR'S TOTAL LIABILITY ARISING AT ANY TIME IN CONNECTION WITH THIS AGREEMENT SHALL IN ANY EVENT BE LIMITED TO THE TOTAL COMPENSATION PROVIDED IN SECTION 2, OR THE AMOUNT AND TYPES OF INSURANCE REQUIRED UNDER SECTION 4 OF THIS AGREEMENT, WHICHEVER IS GREATER. THE LIMITATIONS PROVIDED IN THIS SECTION APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

SIGNATURES ON FOLLOWING PAGE

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


NORTHERN CALIFORNIA POWER AGENCY

Date 9/1/15


RANDY S. HOWARD, General Manager

EVOQUA WATER TECHNOLOGIES LLC

Date Aug 19, 2015


Rod McNelly, Vice President / GM - GIS
Authorized Signatory

Attest:


Assistant Secretary of the Commission



Approved as to Form:


Assistant General Counsel

2386170.11

EXHIBIT A

SCOPE OF WORK

Evoqua Water Technologies LLC ("Contractor") shall provide condensate polisher resin regeneration, DI mixed bed vessel rental & regeneration, RO & UF membrane cleaning, and other water treatment support services as requested by the Northern California Power Agency ("Agency").

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

1. Service Calls - Provide Normal (within 7 to 10 days) and Emergency Service (within 48 hours) calls at the billable rates established in Exhibit "B".
2. Lodi Energy Center, 12745 N. Thornton Road, Lodi, CA 95242
 - a. Provide condensate polisher resin regeneration services per the specification below. The resin is to be regenerated in the hydrogen cycle.

i. Condensate polisher feed water characteristics:

Parameter	Feed water	Unit
Sodium	<3	ug/L
Chloride	<3	ug/L
Sulfate	<3	ug/L
Phosphate	<3	ug/L
Silica	<10	ug/L
Specific Conductivity	<90	uS/cm
Ammonia (as NH3)	<5	mg/L
Total Organic Carbon	<300	ug/L
Temperature Range, normal	70-120	°F
Temperature - peak during bypass	160 for 30-60 min	°F
Total Iron	<0.2	mg/L

ii. Treated Water Specification:

Parameter	Feed water	Unit
Sodium	<1	ug/L
Chloride	<1	ug/L
Sulfate	<1	ug/L
Phosphate	<1	ug/L
Silica	<5	ug/L
Specific Conductivity	<0.1	uS/cm
Temperature Range, normal	90	°F
Temperature - peak during bypass	160 for 30-60 min	°F

- b. Provide a 60 cf resin transport vessel as part of the services.

3. Lodi CT2 (STIG), 12745 N. Thornton Road, Lodi, CA 95242
 - a. Provide Rental of 8 - 60 cf DI vessels (four in service and four in standby) per the following specification: > 10 Meg Ohm/cm resistivity & < 20 ppb Silica.
4. Lodi CT1, 2131 W. Turner Road, Lodi, CA 95240
 - a. Provide Rental of DI Mixed Bed Bottles, Quantity of 12, 3.6 cf each per the following specification: > 10 Meg Ohm/cm resistivity & < 20 ppb Silica.
 - b. Provide Exchange of DI Mixed Bed Bottles. Include labor for service technician to perform Exchange (including transportation).
5. Alameda CT, 2900 Main Street, Alameda, CA 94501
 - a. Provide Rental of DI Mixed Bed Bottles, Quantity of 16, 3.6 cf each per the following specification: > 10 Meg Ohm/cm resistivity & < 20 ppb Silica.
 - b. Provide Exchange of DI Mixed Bed Bottles. Include labor for service technician to perform Exchange (including transportation).
6. Additional Support Services:
 - a. Off Site Cleaning of RO membranes
 - b. Off Site Cleaning of UF membranes
 - c. Labor to remove and install UF / RO (include transportation)

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 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

ITEM #1:

- Standard service labor \$95 /hour
- Emergency Service, Weekends, Holidays, or evenings after 5PM, billed at 4 hour min...\$125 / hour

ITEM #2:

- Regeneration of Condensate Polisher (per cf of resin): \$30.00*
 - Rental Fee of Transport Vessel: \$100.00 / month
 - Freight - Inbound: / Outbound: \$0 - included in regen fee
- *Customer resin requires sampling analysis by Evoqua for approval into facility to verify contaminants on the resin, condition of resins, separability, and degree of cross-contamination of cation and anion; resin volume responsibility of Customer

ITEM #3:

- Rental fee of 4 x 60 cf DI vessel: \$1,150 per month
 - Regeneration of each 60 cf vessel: \$990 each, delivered
- OPTIONS:
- Increase to 8 x 60 cf vessel, allowing for 4 standby: add \$1,150 / month
 - Decrease size to 4 x 42 cf DI Vessel (RECOMMENDED): \$480 per month
 - Regeneration of each 42 cf vessel: \$680 each, delivered

ITEM #4: Alameda Peaker

- Rental fee of 16 x 3.6 cf vessels \$300 per month
- Exchange Fee per 3.6 cf vessel \$62 each
- Exchange Service fee, flat rate delivered to site: \$55 per event

ITEM #5: Lodi Peaker

- Rental fee of 16 x 3.6 cf vessels \$300 per month
- Exchange Fee per 3.6 cf vessel \$62 each
- Exchange Service fee, flat rate delivered to site: \$55 per event

ADDITIONAL SUPPORT SERVICES:

- Labor: See ITEM #1
- Off-site Cleaning of RO membranes (includes support labor to remove and install NCPA spare membrane set) \$90 per element (36 membranes typical for one RO). We'll hand to cleaning skid on our trucks at no charge, and return boxed and bagged for storage for next cycle of use.
- Off-site Cleaning of UF membranes (includes support labor to remove and install NCPA spare membrane set) \$90 per element (72 membranes typical for one UF). We'll hand to cleaning skid on our trucks at no charge and return boxed and bagged for storage for next cycle of use.
- UV Bulbs, should be replaced every 8,000 hours. 60" 254mm Aquafine 3098 w/ 24 bulbs total.....\$69.57 each
- UV Quartz sleeves should be replaced every 24,000 hours. 60" Aquafine 3198 w/24 sleeves.....\$72.85 each
- Cartridge Filters, 21 round and 30" long by 4 housing = \$4 per change.....5 micron Poly spun cartridges with gasket, part #FCROF3005.....\$4.98 per element, cases of 12.
- Miscellaneous Parts, If requested, non standard items: Cost plus 15%.

Rates for work to be performed at NCPA Member/SCPPA locations will be proposed at the time work is needed.

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, Rod McNelly, Vice President / GM - GIS

(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

Evoqua Water Technologies LLC

(Company name)

for contract work at

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

(Project name and location)

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

Rod McNelly / MDH

(Signature of officer or agent)

Dated this 19th day of August, 20 15.

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.

Linda Stone

From: Fortier, Guy M <guy.fortier@evoqua.com>
Sent: Wednesday, August 19, 2015 8:28 AM
To: Fortier, Guy M
Subject: FW: NCPA - Evoqua Service Agreement

Delegation record for file.

Guy Fortier

Lead Contract Manager

Evoqua Water Technologies LLC

Phone (847) 805-1146; Fax (847) 805-1140; Cell (847) 682-9343

guy.fortier@evoqua.com

From: McNelly, Rodney
Sent: Tuesday, August 18, 2015 7:42 PM
To: Fortier, Guy M <guy.fortier@evoqua.com>
Cc: Hunsaker, Mark D <mark.hunsaker@evoqua.com>
Subject: RE: NCPA - Evoqua Service Agreement

Delegated to Mark for signature and approval.

Thanks

Rod

Sent via the Samsung Galaxy S® III mini, an AT&T 4G LTE smartphone

----- Original message -----

From: "Fortier, Guy M"
Date: 08/18/2015 8:35 PM (GMT-05:00)
To: "McNelly, Rodney"
Cc: "Hunsaker, Mark D"
Subject: RE: NCPA - Evoqua Service Agreement

Rod,

Please see the below email as a reference for your convenience. This is the contract I mentioned to you on your way out the door last week.

The originals have arrived and are as agreed.

Please delegate to Mark to sign on your behalf.

Thx,
Guy Fortier

Lead Contract Manager

Evoqua Water Technologies LLC

Phone (847) 805-1146; Fax (847) 805-1140; Cell (847) 682-9343

guy.fortier@evoqua.com

From: McNelly, Rodney

Sent: Monday, August 03, 2015 9:46 AM

To: Fortier, Guy M <guy.fortier@evoqua.com>

Cc: McNelly, Rodney <Rodney.McNelly@evoqua.com>

Subject: RE: Evoqua Service Agreement

Thank you guy for the work here. Please consider this approval for proceeding per your request.

Rod McNelly

VP/GM General Industry Solutions

1501 Woodfield Road, Suite 200S

Schaumburg, IL 60173



Office – 847-805-1150

Cell – 317-908-6493

Rodney.mcnelly@evoqua.com

Linda Stone

From: Fortier, Guy M <guy.fortier@evoqua.com>
Sent: Wednesday, August 19, 2015 8:40 AM
To: Linda Stone
Subject: RE: Multi-Task Agreement - Evoqua
Attachments: FW: NCPA - Evoqua Service Agreement

Hi Linda,

Our policy allows for delegation by internal email. The delegation for this one was part of an internal email chain, so I've taken the last three exchanges from that chain (sufficient enough to document the delegation) and have attached in order to provide to you for purposes of your documentation.

Regards,
Guy Fortier
Lead Contract Manager

Evoqua Water Technologies LLC

Phone (847) 805-1146; Fax (847) 805-1140; Cell (847) 682-9343

guy.fortier@evoqua.com

From: Linda Stone [<mailto:Linda.Stone@ncpa.com>]
Sent: Wednesday, August 19, 2015 10:18 AM
To: Fortier, Guy M <guy.fortier@evoqua.com>
Subject: RE: Multi-Task Agreement - Evoqua

Hi,

Thank you for the email. I'm curious if you have any written email or other delegation document to show that your signer has the authority to sign for your VP. If so it would be great if I could get a copy of that to attach with the agreement itself.

If not and it is your policy to so delegate, then I'm sure it is fine pursuant to your internal signature authority.

Thank you.

Linda

From: Fortier, Guy M [<mailto:guy.fortier@evoqua.com>]
Sent: Wednesday, August 19, 2015 8:04 AM
To: Linda Stone; Melissa Philpot
Cc: Malone, William D; Travis, Lloyd J
Subject: Multi-Task Agreement - Evoqua

Linda / Melissa:

FYI – here's a scanned copy of one of the two originals, both of which are going out in today's mail for 2-day delivery to Linda's attention.

In follow up to our recent correspondence and just as a reminder; our VP is out of the office this week, so I obtained his delegation to one of his reports (who also sits in my office location). Since the originals came to us with the title of Vice President already in place, I had our delegate sign the VP's name and initial thereafter with his own initials.

Best Regards,
Guy Fortier
Lead Contract Manager

Evoqua Water Technologies LLC
1501 E. Woodfield Rd.
Suite 200 South
Schaumburg, IL 60173

Phone (847) 805-1146; Fax (847) 805-1140; Cell (847) 682-9343

guy.fortier@evoqua.com

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Commission Staff Report

August 17, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: Approval of CY 2021 Northern California Power Agency (NCPA) Capacity Pool Rates

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

NCPA staff recommends that the Commission approve and adopt the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2021 Resource Adequacy compliance year.

BACKGROUND:

The NCPA Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members¹ to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill. In accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool.

DISCUSSION:

An ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2021 Resource Adequacy compliance year². The ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool. NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2021 Resource Adequacy compliance year.

CAPACITY RATES:

The following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2021 Resource Adequacy compliance year:

- Local Area Capacity Rate:
 - \$6.00 / kW-Month (May 2021 – September 2021)
 - \$5.50 / kW-Month (January 2021 – April 2021 and October 2021 – December 2021)
- System Capacity Rate:
 - \$5.50 / kW-Month (May 2021 – September 2021)
 - \$5.00 / kW-Month (January 2021 – April 2021 and October 2021 – December 2021)

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

² The 2021 Resource Adequacy compliance year is coincident with the 2021 calendar year, but includes data submittals and demonstrations that will be filed with the CAISO in 2020.

- Flexible Capacity Rate:
 - \$0.50 / kW-Month (January 2021 – December 2021)

FISCAL IMPACT:

Work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation presented herein was reviewed by the Facilities Committee on August 5, 2020, and was recommended for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over a horizontal line.

RANDY S. HOWARD
General Manager

Attachment: Resolution 20-60

RESOLUTION 20-60

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY CY 2021 NORTHERN CALIFORNIA POWER AGENCY CAPACITY POOL RATES

(reference Staff Report #183:20)

WHEREAS, the Northern California Power Agency (NCPA) Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members¹ to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill; and

WHEREAS, in accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool; and

WHEREAS, an ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2021 Resource Adequacy compliance year²; and

WHEREAS, the ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System, and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool, and NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2021 Resource Adequacy compliance year; and

WHEREAS, the following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2021 Resource Adequacy compliance year:

- Local Area Capacity Rate:
 - \$6.00 / kW-Month (May 2021 – September 2021)
 - \$5.50 / kW-Month (January 2021 – April 2021 and October 2021 – December 2021)
- System Capacity Rate:
 - \$5.50 / kW-Month (May 2021 – September 2021)
 - \$5.00 / kW-Month (January 2021 – April 2021 and October 2021 – December 2021)
- Flexible Capacity Rate:
 - \$0.50 / kW-Month (January 2021– December 2021)

WHEREAS, work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

² The 2021 Resource Adequacy compliance year is coincident with the 2021 calendar year, but includes data submittals and demonstrations that will be filed with the CAISO in 2020.

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 approve and adopt the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2021 Resource Adequacy compliance year.

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



19

Commission Staff Report

August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: Use of Excess 2009A Geothermal Debt Reserve Fund to Cover Any FY2020 Geothermal Settlement Shortfall

AGENDA CATEGORY: Consent

FROM:	Monty Hanks Assistant General Manager/CFO	METHOD OF SELECTION:	N/A
Division:	Administrative Services		
Department:	Accounting & Finance		

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 type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input checked="" type="checkbox"/>	Other	<input checked="" type="checkbox"/>
If other, please specify				Turlock	

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-61 authorizing staff to use available excess 2009A Geothermal debt reserve fund monies to cover any FY2020 annual settlement shortfall related to the Geothermal project.

BACKGROUND:

When the 2009A Geothermal bonds were issued, \$3.5 million of the proceeds were deposited into a Debt Service Reserve Fund. This amount is generally calculated as the equivalent of "maximum annual debt service" which provides the bondholders additional security and the intent is to use these funds for the final year of debt service payments. In 2016, staff refunded a portion of the 2009A bonds and then with the eventual final 2009A bond payment in FY2020, the funds in this debt service reserve were released to operations.

During FY2020, the Geothermal project was met with unexpected events and unplanned expenses due to the Kincadee fire, installation of the shoo-fly jumper, intertie, and increased vegetation management. Staff provided many updates throughout the year and were given Commission authority to use approximately \$450k of these excess debt service reserve funds. Now that the fiscal year has concluded, the Geothermal project is estimated to have a shortfall of approximately \$2 million. Staff is recommending using the remaining excess debt service reserve funds as part of the annual settlements process to avoid the project participants from covering any shortfall related to the Geothermal project. After final settlements, any remaining funds would then be refunded.

FISCAL IMPACT:

The recommended action should be sufficient to cover the estimated FY2020 shortfall and therefore will not have a fiscal impact to the project participants. Once the final settlements are completed, any remaining funds will then be refunded through NCPA's annual settlement process.

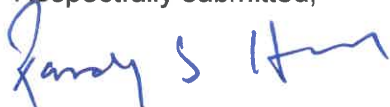
ENVIRONMENTAL ANALYSIS:

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 Finance Committee and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-61

SR: 188:20

RESOLUTION 20-61

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE USE OF AVAILABLE EXCESS 2009A GEOTHERMAL DEBT SERVICE RESERVE FUNDS IN THE FY2020 GEOTHERMAL SETTLEMENT SHORTFALL

(reference Staff Report #188:20)

WHEREAS, when the 2009A Geothermal bonds were issued, \$3.5 million of the proceeds were deposited into a Debt Service Reserve Fund; and

WHEREAS, the intent is to use these funds for the final year of debt service payments but in 2016, a portion of the 2009A bonds were refunded and then with the eventual final 2009A bond payment in FY2020, the funds in this debt service reserve were released to operations; and

WHEREAS, during the fiscal 2020 year, the Geothermal project was met with unexpected events and unplanned expenses due to the Kincadee fire, installation of the shoo-fly jumper, intertie, and increased vegetation management; and

WHEREAS, the Geothermal project is estimated to have a FY2020 shortfall of approximately \$2 million; and

WHEREAS, the remaining excess debt service reserve funds will be used as part of the annual settlements process to avoid the project participants from covering any shortfall related to the Geothermal project; 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 of 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 to use the available excess 2009A Geothermal debt reserve fund monies to cover any FY2020 annual settlement shortfall related to the Geothermal project. Once the final settlements are completed, any remaining funds will then be refunded through NCPA's annual settlement process.

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



20

Commission Staff Report

Date: August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: NCPA Hydroelectric Wildfire Mitigation Project Request for Additional Funds;
Applicable to the following projects: NCPA Hydroelectric Facility

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
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 type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approval of Amendment to Resolution 20-18 authorizing additional funds for the NCPA Hydroelectric Wildfire Mitigation Project, increasing the total not to exceed amount of this project from \$3,000,000 to \$3,250,000, delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the updated project amount, authorizing use of up to \$250,000 from the Hydroelectric Maintenance Reserve Fund, and acknowledging that the Hydro Maintenance Reserve Fund will need to be replenished in future budget years.

BACKGROUND:

Design and construction of the first circuit of the Collierville-Bellota 230 kV line was completed in 1988. The second circuit was added around 1991. Both circuits utilized first-generation EPDM polymer insulators. When the Collierville-Bellota 230 kV was put into service, manufacturers did not typically recommend corona rings on 230 kV lines, as this was a practice normally reserved for extra high voltage (345 kV and above). Since then, operational experience, EPRI testing, and advanced product research laboratory testing has indicated a need for corona rings at the line end of 230 kV polymer insulators.

In September 2019, NCPA contracted with Power Engineers to prepare a Wildfire Risk Mitigation Report and Recommendations. Part of the Collierville-Bellota 230 kV line crosses through CalFire Tier II Fire Hazard Severity Zone. In consideration of the age of the insulators, observed failures, and changing design standards, Power Engineers recommended that the approximately 30 year old EPDM polymer-type insulators be replaced with new silicon polymer insulators with corona rings, along with other hardware modifications.

The Hydroelectric Wildfire Mitigation Project was approved by the NCPA Commission on February 20, 2020 (SR: 127:20; Reso: 20:18), with a budget of not to exceed \$3,000,000.

After competitive bidding, a contract was awarded to Wilson Construction for \$2,654,877.39 and construction started in July 2020. Subsequent on-tower observations and design engineer recommendations resulted in NCPA increasing the scope of work and issuing several corresponding change orders. As of July 28, 2020, a total of \$2,948,294.52 has been committed for the project, leaving authorized funds of \$51,705.48 as remaining contingency.

FISCAL IMPACT:

The NCPA Hydroelectric Wildfire Mitigation Project was originally approved by Resolution 20:18 with a budget not-to-exceed \$3,000,000, with funds coming from existing Hydroelectric Capital Development Reserve collections. The NCPA Commission acknowledged that additional Capital Development Reserve collections would be proposed in future Hydro Project budgets to refund the Capital Development Reserve account (as needed) for the upcoming McKays Sediment Removal project.

To-date, the following amounts have been committed for the Project:

<u>Scope</u>		
Base Contract	Insulator & Damper Replacement	\$ 2,654,877.39
CCO #1	OHGW Bonding Assembly Replacement	\$ 29,480.04
CCO #2	Jumper Replacements & Detailed Inspection Reports	\$ 141,160.00
CCO #3	Tower 50A Weights	\$ 28,159.33
CCO #4	Guy Tightening & Rub Post Replacements	\$ 94,617.76
Total (as of 8/5/20)		\$ 2,948,294.52
Remaining Contingency:		\$ 51,705.48

No other issues have been identified, and there are no additional forecasted costs at this time; however, the contractor has not yet had line workers on each structure, so unknown issues could be discovered before construction concludes. In consideration of the criticality of the project, the potential severity of the impending fire season, and the accelerated construction schedule, staff is recommending authorizing the use of up to \$250,000 from the Hydro Maintenance Reserve Fund if needed.

SELECTION PROCESS:

On February 4, 2020, NCPA released a Notice Inviting Bids for the Collierville-Bellota 230KV Insulator Replacement Project (Wildfire Mitigation Project). Seven (7) potential bidders expressed interest and attended the mandatory pre-bid meeting and site visit. On March 4, 2020, NCPA received six (6) bids:

\$ 2,654,877.39	Wilson Construction
\$ 2,895,168.00	Summitline
\$ 3,257,869.00	Rokstadpower
\$ 3,394,252.00	Michels Pacific
\$ 3,947,330.00	Sturgeon
\$ 5,306,062.00	ILB
Declined to Bid	Par

Wilson Construction was determined to be the lowest responsive, responsible bidder and was awarded the project.

ENVIRONMENTAL ANALYSIS:

CEQA Guidelines section 15301 states that a project is categorically exempt from CEQA review when the project "consists of the operation, repair, maintenance ... or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." There is no reasonable possibility that maintaining the Collierville-Bellota 230 kV line will result in a significant impact on the environment. A Notice of Exemption for this type of work was approved by the NCPA Commission and filed with Calaveras County on March 27, 2014.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on August 5, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

AMENDED RESOLUTION 20-18

**AMEND RESOLUTION 20-18 OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A REQUEST FOR ADDITIONAL FUNDS FOR THE NCPA HYDROELECTRIC
WILDFIRE MITIGATION PROJECT**

(reference Staff Report #127:20 and 181:20)

WHEREAS, the Northern California Power Agency (NCPA) owns and operates the Collierville-Bellota 230 kV line; and

WHEREAS, the NCPA Hydroelectric Wildfire Mitigation Project was approved by the NCPA Commission on February 20, 2020 (SR: 127:20; Reso: 20:18) with a budget of not to exceed \$3,000,000; and

WHEREAS, based on actual bid responses and current estimated costs, the new forecasted budget to complete the project is \$3,250,000; and

WHEREAS, NCPA seeks approval to increase the not to exceed amount for this project from \$3,000,000 to \$3,250,000, and authorize the use of up to \$250,000 from the NCPA Hydroelectric Maintenance Reserve Fund for the increased project cost; and

WHEREAS, CEQA Guidelines section 15301 states that this project is categorically exempt from CEQA review because the project "consists of the operation, repair, maintenance ... or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."; and

WHEREAS, a Notice of Exemption for this type of work was approved by the NCPA Commission and filed with Calaveras County on March 27, 2014; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the request for additional funds for the Hydroelectric Wildfire Mitigation Project, increasing the total not to exceed amount of this project from \$3,000,000 to \$3,250,000, delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the updated project amount, authorizing use of up to \$250,000 from the Hydroelectric Maintenance Reserve Fund, and acknowledging that the Hydro Maintenance Reserve Fund will need to be replenished in future budget years.

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

Date: August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

SUBJECT: Lodi Energy Center Turbine Restoration Reconciliation; Applicable to the following projects: Lodi Energy Center

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:		
All Members	<input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>
	<i>If other, please specify</i>	City of Shasta Lake <input type="checkbox"/>
		City of Ukiah <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 checked="" type="checkbox"/>
		City of Azusa, CDWR
		Modesto Irrigation, PWRPA

RECOMMENDATION:

Approval of Amendment to Resolution 20-21 authorizing additional funds for the Lodi Energy Center Turbine Restoration Project, increasing the total not to exceed amount of this project from \$50,700,000 to \$51,200,000, delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the updated project amount, authorize the use of up to \$400,000, the balance of which will come from FY20 budget and/or from the LEC Maintenance Reserve Fund, and acknowledging that the LEC Maintenance Reserve Fund will need to be replenished in future budget years, should those funds be needed.

BACKGROUND:

On January 16, 2020 at 3:54 a.m. the Lodi Energy Center experienced a sudden failure on the combustion turbine. Prior to this failure, the LEC had been operating steady state at 260 MW for about two hours, and had been online for about two days. The length of time between the first sign of problems and the unit trip was about two seconds.

On February 19, 2020, a special PPC meeting was held authorizing the repair of the turbine. That authorization contained the following funding sources; \$50,000,000 from insurance proceeds and \$800,000 from Maintenance Reserve. The expenditures from Maintenance Reserve were broken down into the following categories; \$500,000 for insurance deductible and \$300,000 for additional work.

The Lodi Energy Center Turbine Restoration Project was approved in the February 20, 2020 Commission Meeting (SR: 130:20; Reso: 20-21), with a budget of not to exceed \$3,000,000.

During the March 9, 2020 PPC meeting, it was brought the participants attention that the deductible previously approved was incorrect. While the deductible for Property Damage is \$500,000, the deductible required by insurance policy for damage to the turbine/generator units is \$1,000,000. Work continued with the understanding that this would be reconciled in the future.

FISCAL IMPACT:

The Project work scope came in \$100,000 less than budgeted, therefore only \$400,000 is needed.

Funding for this increase will come from the following sources. Early review of the fiscal year appears to indicate that based on collections received and the projected costs, there is sufficient funds in the FY20 budget to cover the costs. Should the funding fall short, the balance will be funded from the Maintenance Reserve.

SELECTION PROCESS:

During the initial procurement of LEC equipment, NCPA employed a Public Works bidding process. NCPA awarded the contract for the LEC equipment to Siemens as a result of that bidding process. NCPA requested the initial bid for the equipment for LEC include both the equipment and a long term maintenance agreement. NCPA evaluated both the equipment

pricing and the maintenance agreement prior to awarding the contract. NCPA purchased the equipment from Siemens as part of the initial bid and entered into the LTMA with Siemens. Under the terms of the LTMA, Siemens is required to perform the work on the gas turbine in order to preserve the warranty even though the gas turbine rotor is non-program part under the LTMA.

No further work is being performed. This Staff Report seeks to reconcile prior authorizations with actual results.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on August 10, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

AMENDED RESOLUTION 20-21

AMEND RESOLUTION 20-21 OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A REQUEST FOR ADDITIONAL FUNDS FOR THE LODI ENERGY CENTER TURBINE RESTORATION PROJECT

(reference Staff Report #130:20 and 182:20)

WHEREAS, on January 16, 2020, at 3:54 a.m. the Lodi Energy Center experienced a sudden failure on the combustion turbine. Prior to this failure, the LEC had been operating steady state at 260 MW for about two hours, and had been online for about two days. The length of time between the first sign of problems and the unit trip was about two seconds; and

WHEREAS, the LEC is under a long term contract with Siemens for work on the machine. This LTMA includes warranty provisions which are dependent upon the nature and part that might fail. This warranty coverage is limited to \$1,000,000 per incident. In addition, the language in the agreement requires that Siemens perform any work thought to be a warranty claim and all service on the turbine regardless of whether the required work involves non-program or program parts or the warranty may be voided. If the work is subsequently discovered to be a valid warranty claim, Siemens will credit the cost back to NCPA; and

WHEREAS, the Lodi Energy Center Turbine Restoration Project was approved in the February 20, 2020 Commission Meeting (SR: 130:20; Reso: 20-21), with a budget of not to exceed \$3,000,000; and

WHEREAS, during the March 9, 2020 PPC meeting, it was brought the participants attention that the deductible previously approved was incorrect. While the deductible for Property Damage is \$500,000, the deductible required by insurance policy for damage to the turbine/generator units is \$1,000,000. Work continued with the understanding that this would be reconciled in the future; and

WHEREAS, NCPA seeks approval to increase the not to exceed amount of this project from \$50,700,000 to \$51,200,000, and authorize the use of up to \$400,000 from the LEC Maintenance Reserve Fund for the increased project cost; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the request for additional funds for the Lodi Energy Center Turbine Restoration Project, increasing the total not to exceed amount of this project from \$50,700,000 to \$51,200,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the updated project amount, and authorizes the use of up to \$400,000, the balance of which will come from FY20 budget and/or from the LEC Maintenance Reserve Fund, and acknowledges that the LEC Maintenance Reserve Fund will need to be replenished in future budget years, should those funds be needed.

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



22

Commission Staff Report

Date: August 19, 2020

COMMISSION MEETING DATE: August 27, 2020

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

AGENDA CATEGORY: Discussion/Action

FROM:	Joel Ledesma <i>J.L.</i> Assistant General Manager	METHOD OF SELECTION: <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"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
<hr/>		
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RECOMMENDATION:

Approval of Resolution 20-62 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 total project not to exceed amount of \$1,800,000, including approval for \$1,000,000 of the project budget to come 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:

- Complete Plant 1 fire protection system modernization engineering and design.
- Replacement of the main Fire Alarm and Control Panel.
- Replacement of fire pump controls.
- Replacement of malfunctioning smoke and thermal detection devices.
- Replace of Halon system with clean agent system.

In July 2020, a Request for Proposal was released with bids due on July 16, 2020. NCPA received only one bid, which was much higher than our engineering estimate.

To ensure competitiveness, Geo staff updated the scope, and reached out to additional qualified vendors. With the updated scope and vendor feedback, the engineers estimate and contingency cost were updated. The updated projects costs are listed below, with increases of an additional \$498,751 project cost, \$69,625 in contingency, and \$31,624 in CEC DCBO costs, from the original budget totaling \$1,200,000.

FISCAL IMPACT:

The Plant 1 Fire System Modernization Project forecast is shown below. 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:

- Contractor's Proposed Project Cost = \$1,330,375
- 30% Contingency = \$389,625
- CEC Reviews and Inspections = \$80,000
- **Not to Exceed Project Authorization Total= \$1,800,000**

The project will be funded through the following sources:

- FY2021 Capital Project Budget = \$800,000
- Maintenance Reserve = \$1,000,000

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, NCPA has solicited bids to perform the work required for this Project. Bids by qualified providers are being evaluated, and 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:

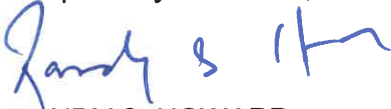
This maintenance activity is exempt from the California Environmental Quality Act as a Class 1 Existing Facilities exemption (Title 14 California Code of Regulations Section 15301[b]). NCPA filed a Notice of Exemption that covers this activity with both Lake and Sonoma Counties. Thus, no environmental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

COMMITTEE REVIEW:

At its July 7, 2020 meeting, the Facilities Committee recommended approval of the project with a not to exceed of \$1,200,000, including approval of \$320,000 for the project budget from the Maintenance Reserve Fund. As a result of insufficient competitive bids, this item was pulled from the July 23, 2020 Commission Consent Calendar.

Since then, the total project budget has been updated to reflect a revised scope. This revised recommendation was not reviewed by the Facilities Committee because they are not scheduled to meet until September 2, 2020. Because of the urgency to award this project, it is being presented directly to the Commission.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 20-62

RESOLUTION 20-62

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

(reference Staff Report #189:20)

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 total project not to exceed amount of \$1,800,000, including approval for \$1,000,000 of the project budget to come 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