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Minutes - DRAFT

Date: August 27, 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 9:38 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the July 23, 2020, Regular Commission Meeting

Motion: A motion was made by Greg Scharff, and seconded by Jerry Serventi to approve the Minutes of the July 23, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Healdsburg, Plumas-Sierra, and Ukiah were absent.*

David Hagele, Healdsburg, joined the meeting at 10:05 am.
Jared Carpenter, Port of Oakland, joined the meeting at 10:18 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. Agency's hiring freeze is still in place until the County positive case numbers decline and the County is taken off the state monitoring list. Telecommuting is ongoing and don't see it changing anytime soon. The Center for Disease Control and Prevention revised their guidance on discontinuing home isolation for an employee who is presumed to have COVID-19 based on symptoms, which the Agency updated its policy to comply with the new guidelines.

- Several Geothermal employees were evacuated, or on the verge of being evacuated, from their homes due the wildfire near Middletown. Staff is monitoring the transmission lines in the area, and air quality is still a concern. Did acquire an additional 800 N95 masks from Southern Company.
- Provided an update on the heat wave outages in Member areas and throughout the state, and how it's impacting the Balancing Authorities. Power Management staff is currently reviewing the impacts.
- Met with the new General Manager of Truckee Donner PUD Remleh Scherzinger last week. Truckee is considering Power Management services and buying more from the CAISO Balancing Authority. Overall a very good meeting.
- The Utility Directors reviewed and provided input on the draft 2021-26 Strategic Plan (Strategic Plan) and the approval flowchart at their last meeting. Each Assistant General Manager is responsible for putting together their department goals and initiatives and presenting it to their Committees for review and discussion over the next few months. Created a collaboration site on NCPA Connect for Members to view all documents and presentations that are being presented to each respective Committee. Staff will continue to ensure the most recent information is uploaded to the site for Member review and input.
- The Transmission Agency of Northern California (TANC) Board announced John Roukema as the interim General Manager until the Board is able to hire a full-time General Manager. NCPA hired Mr. Roukema as retired CalPERS annuitant, but he will work for TANC through a services agreement.

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, discussed and reviewed the draft Strategic Plan, and discussed the annual performance evaluation procedures 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 discussed Consent items 15, 16 and 18 on today's agenda. A quorum of the Committee was established, and recommend Commission approval of all items. A Special Committee meeting has been scheduled for September 2nd, to discuss the draft Strategic Plan.

6. Finance Committee

Finance Committee Chair Greg Scharff reported the Committee met once, via teleconference, since the last Commission meeting. The Committee received a report from PFM on the status of the financial markets and discussed items 13 and 19 on today's agenda. The Committee recommended Commission approval of all items. The Committee was also provided an introduction to updating the Agency's Strategic Plan with new goals focused on controlling costs, minimizing risks and maintaining NCPA's financial strength. A special Committee meeting has been scheduled for September 2nd to discuss this item further.

In addition, the Committee received an update on the latest OPEB actuarial valuation, which showed a funding ratio of 95% as of June 2019. With contributions and market returns over the last year, the Trust is now positioned to start funding retiree medical expenses in FY22. Staff will return with a recommendation regarding the current investment strategy and future budgeting of this benefit.

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 item 23 on today's agenda. No reportable action taken on that item. The next meeting is scheduled for September 3rd.

8. Legislative & Regulatory Affairs Committee

The Legislative & Regulatory Affairs Committee Vice-Chair Kristen Schreder reported the Committee did not meet since the last Commission meeting. Members continue to participate in the Agency's ongoing virtual Speakers Series sessions. Next month, California State Senator Mike McGuire will speak to the group on Thursday, September 3rd at 9:00 am, followed by California Public Utilities Commissioner Cliff Reickschaffen on September 8th, and then California Air Resources Board Chair Mary Nichols on September 15th.

The Agency will host a virtual Speakers Forum for all Members, as well as the broader public power community that attends the Annual Conference on Tuesday, October 6th at 10 am. Frank Luntz, a nationally recognized political pollster, will be sharing what voters are saying regarding the next election, and Dan Hartman, Managing Director of PFM, will provide insights on recent economic developments of interest to public power, as well as his projections for the future. The next Committee meeting is scheduled for September 22nd at 9:00 am to discuss the draft Strategic Plan.

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 14 from the Agenda due to a lack of a unanimous vote of the Pool Participants - this item will be agenzied at the September meeting for consideration and approval.

Item 19 was pulled from Consent and added to Discussion / Action.

Motion: A motion was made by Greg Scharff, and seconded by Teresa O'Neill to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 15, 16, 17, and 18. The motion carried by a majority of those members present on a roll call vote with abstentions noted below for each item.

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

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

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

12. Disposal of Northern California Power Agency Surplus Property – note and file by all members for the disposal of scrap metal from the Lodi Energy Center.

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

Redding abstained.

- 13. Debt and Interest Rate Management Report – June 30, 2020** – accept by all members the Debt and Interest Rate Management Report for the period ending June 30, 2020.
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.
- 14. PULLED AND TABLED FOR THE SEPTEMBER 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.
- 15. 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.
- 16. Resolution 20-57, 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** – adopt resolution by all members 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.
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.
- 17. Resolution 20-59, 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** – 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 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.

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.

- 18. Resolution 20-58, 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** – adopt resolution by all members 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.

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.

- 19. Resolution 20-60, Approval of CY 2021 Northern California Power Agency (NCPA) Capacity Pool Rates** – adopt resolution by all members approving 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.

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.

Redding, Roseville, Santa Clara, and Shasta Lake abstained.

DISCUSSION / ACTION ITEMS

- 20. Resolution 20-61, Use of Excess 2009A Geothermal Debt Reserve Fund to Cover Any FY2020 Geothermal Settlement Shortfall** – adopt resolution by all members authorizing staff to use available excess 2009A Geothermal debt reserve fund monies to cover any FY2020 annual settlement shortfall related to the Geothermal project.

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.

This item was moved from Consent to Discussion / Action at the request of Commissioner Jerry Serventi, Alameda, who asked for clarification on how these project costs were reviewed and approved. Assistant General Manager and CFO Monty Hanks and Assistant General Manager Joel Ledesma provided a presentation and gave a background on the project costs and timeline, and noted that this was taken through the Facilities Committee for review. The identified projects costs contributing to the estimated shortfall were approved through Commission resolutions in January and February or via the Emergency Declaration Resolution approved in March delegating approval authority to the General Manager. The Commission discussed the Emergency Declaration Resolution authority, and asked staff to ensure the Members are informed of any decision made under that Declaration are communicated.

Motion: A motion was made by Jerry Serventi, and seconded by Teresa O'Neill to adopt resolution authorizing staff to use available excess 2009A Geothermal debt reserve fund monies to cover any FY2020 annual settlement shortfall related to the Geothermal project. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra REC, and Ukiah were absent. Redding and Shasta Lake abstained.*

21. Approval of Amendment to Resolution 20-18, the NCPA Hydroelectric Wildfire Mitigation Project Request for Additional Funds; Applicable to the following projects: NCPA

Hydroelectric Facility – approve amendment to resolution by all members 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.

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.

Assistant General Manager Joel Ledesma and staff provided a background on the project. The Commission discussed and asked questions regarding the Hydroelectric Maintenance Reserve Fund.

Motion: A motion was made by Pauline Roccucci, and seconded by Teresa O'Neill to adopt resolution 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. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra REC, and Ukiah were absent. Redding and Shasta Lake abstained.*

22. Approval of Amendment to Resolution 20-21, Lodi Energy Center Turbine Restoration Reconciliation; Applicable to the following projects: Lodi Energy Center

– approve amendment to resolution by all members 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.

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.

Assistant General Manager Joel Ledesma provided a brief overview of the restoration project, and mentioned that there was an error in the not to exceed amount of the project of \$100,000 in the

Resolution. The Commission discussed and agreed to amend Resolution 20-21 to reflect the correct total amount not to exceed from \$50,700,000, to \$50,800,000.

Motion: A motion was made by Teresa O'Neill, and seconded by Greg Scharff to adopt resolution authorizing additional funds for the Lodi Energy Center Turbine Restoration Project, increasing the total not to exceed amount of this project from \$50,800,000 to \$51,200,000, which includes the Commission approved amended resolution amount not to exceed from \$50,700,000, to \$50,800,000, the 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. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra REC, and Ukiah were absent. Redding, Roseville and Shasta Lake abstained.*

23. Resolution 20-62, NCPA Geothermal Plant 1 Fire System Modernization Project; Applicable to the following projects: NCPA Geothermal Facility – adopt resolution by 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 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.

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

Assistant General Manager Joel Ledesma explained that the current fire system is malfunctioning and unserviceable, and unsupported by the manufacturer. Did publish and a request for proposals and have received two bids for the project. The Commission discussed and asked why the system wasn't replaced earlier. Staff explained the history behind this system, and mentioned that moving forward they will prioritize upcoming project.

Motion: A motion was made by Teresa O'Neill, and seconded by Jerry Serventi to adopt resolution 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. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra REC, and Ukiah were absent. Redding and Shasta Lake abstained.*

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

CLOSED SESSION

24. 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.

25. 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 public meeting.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

General Manager Randy Howard gave an update on the 9th Circuit Court decision regarding City transfers to the General Fund.

ADJOURNMENT

The August 27, 2020, Commission meeting was adjourned at 12:00 pm.

Respectfully submitted,

ROGER FRITH
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

Northern California Power Agency
Commission Meeting / Teleconference
August 27, 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	Jeff Berkheimer
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	Khaly Nguyen
9 - PLUMAS-SIERRA REC	
10 - REDDING	Kristen Schreder
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Teresa O'Neill
14 - SHASTA LAKE	James Takehara
15 - TRUCKEE DONNER	Remleh Scherzinger
16 - UKIAH	

**Northern California Power Agency
Commission Meeting / Teleconference
August 27, 2020
Attendance List**

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

NAME	AFFILIATION
Bo Sheppard	Biggs
George Morrow	Lompoc
Jared Carpenter	Port of Oakland
Dan Beans	Redding
Kirsta Bernasconi	Roseville
Todd White	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
Trish Zimmer	NCPA

CONSENT CALENDAR

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

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

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: August 27, 2020

Consent Items Listed on the Agenda: # 10 to # 19

Consent Items Removed from the Agenda and Approved Separately:

14, 19 pulled

ROLL-CALL VOTE BY MEMBERS:

PAI SVP

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
San Francisco BART		Y	X
Biggs		Y	
Gridley		Y	X
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	
Redding	12, 18	Y	
Roseville	18	Y	
Santa Clara	18	Y	
Shasta Lake	18	Y	
Truckee Donner		Y	
Ukiah			X
Plumas-Sierra			X

ATTEST:

CP

Cary A. Padgett
Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic: Minutes

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

Passed and adopted this 26th day of August 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 ~~110~~ 20-18

	<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>X</u>	<u></u>	<u></u>
Lodi	<u>Y</u>	<u></u>	<u></u>
Lompoc	<u>Y</u>	<u></u>	<u></u>
Palo Alto	<u>Y</u>	<u></u>	<u></u>
Plumas-Sierra	<u></u>	<u></u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u></u>	<u></u>
Redding	<u></u>	<u>X</u>	<u></u>
Roseville	<u>Y</u>	<u></u>	<u></u>
Santa Clara	<u>Y</u>	<u></u>	<u></u>
Shasta Lake	<u></u>	<u>X</u>	<u></u>
Truckee Donner	<u>Y</u>	<u></u>	<u></u>
Ukiah	<u></u>	<u></u>	<u>X</u>

Passed and adopted this 26th day of August 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:

Res 2021

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

Passed and adopted this 26th day of August 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 20-61

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

Passed and adopted this 26th day of August 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:

Reso 40 20102

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

Passed and adopted this 26th day of August 2020, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST:

CARY A. PADGETT
Assistant Secretary

SUPPORT SERVICES PROGRAM STATUS REPORT

September 16, 2020

<i>Member Name</i>	<i>Designated Representatives</i>	<i>Confirmation NTE Amount</i>	<i>Date Approved</i>
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 Procurement Authority Increased	\$ 200,000	04/19/16; 08/20/20
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

<i>No.</i>	<i>Member Name</i>	<i>Date</i>	<i>Amount NTE</i>	<i>Vendor Name & Short Description</i>
0185	City of Santa Clara	9/14/20	\$119,822.70	Cadmus Group LLO; Energy efficiency services for SVP's Rebate Programs.

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.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0146	City of Palo Alto	5/26/20	\$ 3,770.00	Lakeshore Global; perform Member compliance audit, Green-e Process Audit verification protocol in effect for RY19 and issue report.
0145	City of Palo Alto	5/26/20	\$ 2,740.00	Lakeshore Global; perform Member compliance audit, SVP Standard 2018 and SVP Residential 2018, for CEC's Amended Power Source Disclosure Program Regulations.
0139	City of Santa Clara	2/19/20	\$ 3,944.90	Nor-Cal Battery Company; Maintenance of plant battery chargers at DVR facility.
0137	City of Healdsburg	10/24/19	\$ 35,350.00	Navigant Consulting Inc.; Independent assessment of Healdsburg's Wildfire Mitigation Plan.
0136	City of Healdsburg	10/1/19	\$ 15,000.00	NCPA; provide graphic design services on an as-needed basis.
0133	City of Santa Clara	12/23/19	\$ 47,195.00	Fossil Energy Research Corp; review NOx monitor system and data to assist with values and recommendations for correction; AIG tuning as requested.
0117	City of Lodi	8/22/19	\$236,740.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0114	City of Santa Clara	7/1/19	\$ 65,180.00	Cadmus Group, LLC; provide consulting services to conduct evaluation for SVP's Small Business Exterior Lighting Program.
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.
0080	City of Roseville	7/11/18	\$148,084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA or SCPPA Member	Date	Amount	Vendor Name & Short Description
0183	Alameda Municipal Power	8/11/20	\$ 1,165.90	Green Acres Advertising and Design, Inc.; Customization of Rooftop Solar Consumer Protection Guidebook
0181	City of Santa Clara	9/14/20	\$ 2,800.00	Green Acres Advertising and Design, Inc.; Customization of Rooftop Solar Consumer Protection Guidebook
0180	City of Lodi	9/1/20	\$ 150.00	Green Acres Advertising and Design, Inc.; Customization of Rooftop Solar Consumer Protection Guidebook
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: September 25, 2020
To: NCPA Commission
Subject: September 2, 2020 Facilities Committee Meeting Minutes and the September 2, 2020 Special 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: September 14, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: September 2, 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 Vidhi Chawla (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Tikan Singh (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), and Basil Wong and Steve Hance (Santa Clara). Owen Goldstrom (non-voting Member with TID) also attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes from the August 5, 2020 Facilities Committee meeting.**

Motion: A motion was made by Tikan Singh and seconded by Basil Wong recommending approval of the August 5, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

3. **All NCPA Facilities, Members, SCPPA – Northwest Industrial Engine and Compressor Company MTGSA** – Staff presented background information seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Northwest Industrial Engine and Compressor Company, for engine, compressor, pump, and turbine inspections and 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.

This is a renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms

and conditions are in place should this vendor be the successful bidder on future projects. Existing agreements in place for similar services with current vendors include Cisco Air Systems, EthosEnergy, KSB, Inc. and Sulzer Turbo Services Houston, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the Commission Consent calendar.

Motion: A motion was made by Basil Wong 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 Northwest Industrial Engine and Compressor Company for inspection and 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, and Santa Clara. The motion passed.

- 4. Approval of Services Agreement with Sonoma Clean Power** – Staff presented background information seeking a recommendation for Commission approval of a Services Agreement between NCPA and Sonoma Clean Power (SCP), under which NCPA will supply certain wholesale power supply services to SCP.

NCPA has been working with SCP to develop a Services Agreement pursuant to which NCPA will supply services to SCP, after being selected as SCP's preferred services provider. The limited scope of services will include scheduling coordinator services such as developing, and submittal of bids for SCP loads, resources, trades, and other CAISO products. Other services include limited resource optimization and outage coordination, settlement processing and validation, RA compliance filings, data management and reporting, Day-Ahead and Real-Time load forecasting, submittal of CRR nominations and bids, and operational communications. The initial term of service will be three years, with an opportunity for an automatic one year extension. Proposed cost for services is \$205,000 per year, Liability for select services will be limited to the cost for services in the event of NCPA's active negligence. The effective date of services is scheduled to begin January 1, 2021, with NCPA as the registered SCID for SCP. A notice of termination will be due 90 days in advance of the end of term. The notice for cure has been shortened from 30 days to 10 days for this agreement. The security account will be a maximum of \$1,000,000 or the customers EAL. NCPA will have the right to call for emergency additions if needed. The final version of the Services Agreement between NCPA and SCP was available for Committee review.

Motion: A motion was made by Brian Schinstock and seconded by Tikan Singh recommending Commission approval of the Services Agreement between NCPA and Sonoma Clean Power (SCP), pursuant to which NCPA will supply scheduling coordinator services to SCP, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 5. Generation Services 2021 Outage Schedule** – Staff presented the 2021 Outage Schedule for NCPA's CT, Geo, and Hydro facilities seeking a recommendation for Facilities Committee approval of the proposed schedule. The current outages scheduled are for annual maintenance, as well as regulatory and compliance requirement updates. The outages are scheduled based upon average weather conditions, contractor availability, and consideration for RA commitment accommodations, with minimal overlap of dual outages.

Motion: A motion was made by Brian Schinstock and seconded by Mike Brozo recommending Committee approval of the 2021 Generation Services Maintenance Outage Schedule presented at the September 2, 2020 Facilities Committee meeting. A vote was taken by roll call: YES =

Alameda, Biggs, Gridley, Lodi, Lompoc, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

INFORMATIONAL ITEMS

- 6. Status of Geothermal Facility Kincade Fire Insurance Claim** – Staff provided an update on the Geothermal insurance claim regarding the Kincade Fire loss.

The Kincade Fire started October 23, 2019. The NCPA Geothermal Plant 1 was tripped offline initiated by the #9 230 kV line protection relay. The wildfire was reported in the area near the Geo plants. NCPA shut down both units for safety compliance. PG&E de-energized the #12 transmission line, completely disconnecting the NCPA Geo units. Staff diligently worked with CAISO and PG&E on a temporary solution to restore interconnection, including installation of a shoe-fly jumper. The plant was back online January 22, 2020.

NCPA staff notified insurance underwriters and filed a claim. After six meetings with Aon, and the underwriters, the underwriters' adjuster denied the claim due to the following reasons: 1) Business Interruption (BI) loss has to be substantiated by the covered property damage; 2) The fire was triggered by a PG&E transmission line six miles away from the NCPA plants; and 3) NCPA property insurance policy only covers 1000 feet of transmission line within the physical plant. Even if the fire burned around the NCPA #9 transmission line and was covered, the property damage was well below the \$500,000 deductible, the time needed to repair and restore generation is well below the 60 day waiting period for BI loss coverage resulting in a zero claimable amount, and the 90 day BI was caused by the PG&E transmission line repair and maintenance. The NCPA panel of underwriters has been fair and reasonable in settling NCPA claims in the past. The agency has had six losses in the past five years. Calpine also submitted a Kincade Fire claim as well, but later withdrew the claim due to the same reason.

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

The Port of Stockton is seeking wholesale market services. The load amount is approximately 5 MW, with a potential growth of up to 40 MW. The City of Pittsburg has also expressed interest in learning more about NCPA. They are seeking wholesale markets services as well. Staff has a call with the Port of Stockton today, 9/2, to discuss what they are looking for. Staff has also been in communication with the City of Pittsburg.

- 8. Resource Adequacy Commitment Impacts on Operations** – Staff will review and discuss impacts Resource Adequacy commitments have on joint project operations.

This item was pulled. It will be discussed at a future Facilities Committee meeting.

- 9. Alameda CT1 BESS Study Presentation** – Staff presented an overview of the results of a combined hybrid battery energy storage system study conducted for Alameda CT1.

NCPA commissioned the investigation of a Battery Electric Storage System (BESS) for the CT1 Alameda units. The idea is to use the BESS to bridge the gap between when the CT begins its startup sequence, which is 15 minutes, and when it begins generating power. The unit would act and look to the CAISO as if it's on spinning reserve. The BESS would be optimized to capture as many positive value market services as possible including energy arbitrage, spinning reserve, and regulation.

The proposed operation of the BESS would be when a start command is received, the battery system immediately begins dispatching to the grid. Simultaneously, the CT goes through its normal 15 minute start cycle. Once the CT has ramped to full load, the battery system switches off and the CT takes over. If a larger battery system is installed, it can provide a boost to plant

output to capture price peaks and ancillary services. At minimum design, the battery would store enough energy to cover the 15-minute start time of the CT. The battery would then be charged at the next available market opportunity, or on ramp down of CT.

Three years of NCPA operational data (2017-2019) and proprietary Acelerex software were used to analyze market trends. Forecasted market energy prices, ancillary service prices, and gas costs were used to create a comprehensive analysis of costs and benefits through 2030. The machine characteristics were supplied by NCPA. Currently the projected costs versus the potential revenue is higher, with the cost approximately \$9,562,602, and sales and benefits at \$8,425,516. Based on current models, a system size of 16 MW and 32 MWh of storage, could be economical by 2025 if pricing forecasts are accurate, 2029 looks most promising if battery prices continue to decline. At this time the project is not recommended due to current economic conditions. Reassessment will be ordered in 2023 to gauge the accuracy of battery price deflation and economic forecasts. The best projected target date is to be operational in 2029.

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

Geo – There were no safety recordables in August, with zero near misses. However, the wildfire season has arrived. Several Geo employees were evacuated in Lake County’s mandatory evacuation areas during the month of August, but have now returned back to their homes. Due to poor air quality in the area, maintenance productivity activities were reduced during the month. Average generation for August was 89.9 MW, with the net generation at 66.9 GWh. The 2020 YTD net generation is 486.8 GWh, 2% above forecast. Vegetation management is ongoing. Firebreaks are completed, and continue to be maintained.

CTs – During the month of August, CT1 had 36 actual starts, out of 71 forecasted. The FYTD total is now 62. CT2 had 24 actual starts of 5 forecasted, bringing the FYTD total to 32. CT2 was very busy during the heatwave. Lightning took out two pieces of equipment causing a forced outage for CT1 during the month. CT2 also experienced delayed starts. There were no planned outages.

Hydro – New Spicer Meadows storage continues to decline at 106,475 acre-feet currently. The carry over target for the end of the year is 80,000 acre-feet. A lot of water was used during the heatwave. Generation for Collierville over the next four months will need to be limited. August accomplishments included continuation of the 230 kV insulator replacement project, Union Dam concrete repairs, Lake Alpine low level outlet gate and trash rack modifications, and USFS Segale Meadow wildlife mitigation, which NCPA is obligated to fund. The CAISO cancelled the line outage during the 230 kV insulator replacement project from August 15 – 22. The contractor was cleared off the line while NCPA worked with PG&E to restore the line. NCPA incurred contractor standby costs of \$53,455.32. The project is now nearing completion. The total projected cost of the project is \$3,001,659.84.

11. Planning and Operations Update –

- NCPA Renewables RFP – Staff is seeking Member feedback regarding interest in these 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 currently underway.
- CY 2021 NQC/EFC has been filed for NCPA Resource. CAISO has a new set of rules, which will be distributed to Members.
- LCFS Credits – NCPA is now fully enabled to sell LCFS Credits as an approved product via the Market Purchase Program. Please reach out to NCPA to sell bundled transactions. Contact Emily Lemei, Roxana Khayyam, or Tony Zimmer.
- August 14 – 20, 2020 Heatwave – Market Disruptions/Firm Load Shedding – Staff is seeking Member feedback. CAISO ran out of supply. Stage 1, 2, and 3 notices. DAME prices were up to \$900.00. Will discuss at a future meeting.

- MIDS System – NCPA is near completion of this new system, which is replacing NADS. The IS department is actively working on this upgrade. Process instructions are much faster.
- Covid-19 Update – Dual operations of NCPA Dispatch and Scheduling functions continues.

12. Next Meeting – The next regular Facilities Committee meeting is scheduled for October 7, 2020.

ADJOURNMENT

The meeting was adjourned at 11:20 am by the Committee Chair.

Teleconference call only due to Covid19

Northern California Power Agency September 2, 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	✓ (non-voting)
UKIAH	

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

[illegible]



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Minutes – Draft

Date: September 16, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: September 2, 2020, Special Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Brian Schinstock (Roseville), at 1:02 pm. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Vidhi Chawla (Alameda), Jiayo Chiang (Lodi), Tikan Singh (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra REC), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), and Steve Hance and Basil Wong (Santa Clara). Owen Goldstrom (non-voting Member with TID) also attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Gridley, Healdsburg, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. NCPA CY 2021-26 Strategic Plan** – Discussion and review of the proposed NCPA CY 2021-26 Strategic Plan.

Staff is currently working to update the Agency's Strategic Plan for the period of CY 2021 – 2026. This Strategic Plan will identify the current and future needs of the Agency and Members. It will also help the Members and Agency prioritize staffing, and resources to support Agency goals. The Strategic Plan will include several strategic initiatives and supporting goals, and act as a roadmap, but will be updated over time.

Three strategic initiatives out of six were discussed with the Facilities Committee. These three initiatives include:

- 1) Prepare – Develop and maintain diverse generation resource portfolio in accordance with or exceeding renewable portfolio standard and capacity obligations**
- 2) Value – Develop and enhance strategies to control costs and minimize risks while optimizing the value of assets**
- 3) Strength – Maintain financial strength, grow new revenue and/or reduce member costs by exploring new members/participants and expansion of current services**

Prepare – Develop and maintain diverse generation resource portfolio in accordance with or exceeding renewable portfolio standard and capacity obligations – Draft Goals

- **Develop a NCPA Integrated Resource Plan** – Develop a description for what NCPA IRP means, including generation and supply.
 - Identify Member needs through 2045
 - Market assumptions / future requirements
 - Resiliency and reliability measures
 - Develop energy or fuel storage strategy
 - Develop emerging technology roadmap
 - Will the IRP be developed to meet regulatory obligations for example the Pool?
 - Develop a DED
 - Will the IRP consider Demand Side Response?
 - Schedule STIG initial workshop
 - Schedule 3 Training Sessions 1) Renewable Generation Cost Comparison, 2) Emerging Technology Roadmap, and 3) Batteries – Build vs. PPA
- **LEC Hydrogen Feasibility** – NCPA should remove LEC from “LEC Hydrogen Feasibility.” It gives the impression that a decision has already been made and it’s a PPC decision not a FAC decision. PPC Members approved replacement project with added ability to convert to hydrogen at a future time. The feasibility study will be funded via a series of grants. NCPA has already applied for the grants.
- **STIG repurposing / repowering** – CAISO needs more capacity – Should STIG play a bigger role for capacity needs?
- **Develop Asset Management Program**
 - Service level performance metrics

Value – Develop and enhance strategies to control costs and minimize risks while optimizing the value of assets – Draft Goals

- **Active participation / advocacy in wholesale market redesign activities** – Engage CAISO stakeholders and FERC. Protect interest of Members and protect resources. CAISO overhauling whole RA Capacity with enhancements. Need to be actively engaged.
- **Relocation of the Disaster Recovery Center (DRC)** – The lease is up at the DRC with Consolidated April 2022, and is not being renewed. Need to look for another DRC location. May be able to find inexpensive office space due to Covid-19. The Finance Committee to review term sheet.
- **Develop strategy for long-term wild fire insurance coverage** – Wildfire insurance has gone from \$80m, to \$70m, to \$35m in coverage for the same or more cost. Availability and future costs of wildfire insurance coverage are in question. Potential for NCPA to be denied coverage. Insurance pools such as CJPRMA and CSAC declined to provide a quote for NCPA to join them. This is all due to having transmission lines.
- **Transitioning to a Medium Impact Entity of the BES** – Moving to medium impact is about protecting NCPA’s assets and systems.
- **Review and update Risk Management Policies and Regulations** – Staff gave background on what this would entail and why NCPA feels it is important to include. This would also include NCPA Financial Policies as well.

- **Review, validate and update (if needed) the Agency's cost allocation methodology** – The Nexant Cost Allocation Methodology was adopted several years ago. Does this need to be updated? Is it still appropriate? This methodology is proportionately fair. The gas and TAC rate is not working in today's market. Staff will review.
- **Engagement in transmission rate cases and planning processes** – New PG&E Star Process. NCPA would like to explore whether they should be engaging more actively in the future. TANC, others have taken lead in PG&E cases filed with FERC in the past; TANC's role may be reduced in the future. Depending on specifically how/to what degree NCPA opts to participate in the future, there could be impacts to budget (staffing and resources). NCPA could explore utilizing either contractors or FTE (or both).
- **Review of maintenance and capital reserve policies** – Members have budget limits. Develop different strategies, and look at policies for reserves. Unplanned events happen, can recover in future years. Are the reserves appropriate?

Strength – Maintain financial strength, grow new revenue and/or reduce member costs by exploring new members/participants and expansion of current services – Draft Goals

- **Creation of an unrestricted Capital Operations Reserve Equity** – The concept was explained and would be similar to what American Municipal Power has implemented. Use of funds would still be subject to Commission approval. This would be a benefit particularly to smaller Members, allowing them access to short-term loan for projects through NCPA instead of capital market. Could also be used for capital purchases for NCPA.
 - Examples: DRC, future expansion of HQ facility, etc.

Staff noted that this concept had been presented to the Finance Committee and they did not appear to be in favor of it as written; Finance Committee wanted NCPA to instead review allocation of current Reserve Funds. This equity would be funded by Members, but owned by NCPA.
- **Leverage Hometown Connection (HCI) to facilitate access to service solutions** – 1/6 investment. NCPA can provide solutions. Stemming from the UD Retreat, NCPA wants to provide Members with more visibility to solutions offered by Hometown Connections. Creation of key performance indicators/metrics to ensure we are achieving the value of this investment.
- **Access future needs to maintain and/or develop service offerings and resources necessary to support Members** – Business model based on Members' needs. Staff resources. Identify future needs of Members; use this info to inform improvements NCPA can make to better support those needs.
- **Evaluate business model for the provision of services to non-Member customers** – Water Districts and CCAs. Look at augmenting staff for more and more services. Is pricing fair for non-Members versus Members?
- **Evaluate business model for the provision of non-traditional services to Members** – Evaluate current business models. Based on generation direction from Members, ensure NCPA's business models still align with Member direction.
 - Ex: Is NCPA pricing services correctly?
 - Have NCPA evaluate estimated vs. actual costs.
 - Add new bullet for controlling costs

Next Steps

Each department is developing initiatives and goals. Then presenting these to respective Committees. Staff should receive more direction from the Utility Directors. Committee recommendations and feedback will be populated in the Strategic Planning document. An updated draft will be created and brought back to the October Facilities Committee meeting as an agenda item. The goal is to present the NCPA CY 2021-2026 Strategic Plan to the Commission by the end of the year.

ADJOURNMENT

The meeting was adjourned at 3:30 pm.

Teleconference call only due to Covid19

Northern California Power Agency September 2, 2020 Special 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	✓ (non-voting)
UKIAH	

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

[illegible]



Commission Staff Report

September 16, 2020

COMMISSION MEETING DATE: September 25, 2020

SUBJECT: August 31, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

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 September 25, 2020 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

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

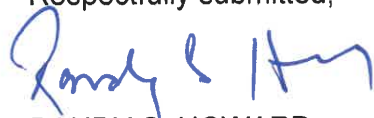
FISCAL IMPACT:

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 August 2020

Operations:

Geothermal	\$ 1,759,460
Hydroelectric	4,224,770
CT#1 Combustion Turbines	859,051
CT#2 STIG	499,574
Lodi Energy Center	5,983,783
NCPA Operating	<u>46,623,738</u>
Total	<u><u>\$ 59,950,376</u></u>

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

PERCENT OF YEAR ELAPSED 17%
--

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,196,592	\$ 2,764,340	\$ 20,872,106	13%	
Debt Service (Net)	2,782,355	5,564,710	33,388,263	17%	
Annual Budget Cost	3,978,947	8,329,050	54,260,369	15%	
<u>Geothermal</u>					
Other Plant Cost	2,811,503	4,516,873	30,610,931	15%	
Debt Service (Net)	412,538	825,077	4,950,461	17%	
Annual Budget Cost	3,224,041	5,341,950	35,561,392	15%	
<u>Combustion Turbine No. 1</u>					
	578,095	1,053,394	7,883,578	13%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	84,962	182,400	910,006	20%	
Other Plant Cost	257,012	494,460	2,252,911	22%	
Debt Service (Net)	402,180	804,360	4,826,162	17%	
Annual Budget Cost	744,154	1,481,220	7,989,079	19%	
<u>Lodi Energy Center</u>					
Fuel	3,462,738	4,836,036	32,955,703	15%	
Other Plant Cost	2,224,066	3,857,672	33,571,562	11%	
Debt Service (Net)	2,168,653	4,337,306	26,023,835	17%	
Annual Budget Cost	7,855,457	13,031,014	92,551,100	14%	
<u>Member Resources - Energy</u>					
	6,368,323	13,156,583	60,055,852	22%	(a)
<u>Member Resources - Natural Gas</u>					
	358,609	703,907	2,442,174	29%	(b)
<u>Western Resources</u>					
	395,163	3,019,843	29,869,636	10%	
<u>Market Power Purchases</u>					
	3,324,996	6,113,475	27,422,650	22%	(c)
<u>Load Aggregation Costs - CAISO</u>					
	57,938,783	90,765,263	250,995,102	36%	(d)
<u>Net GHG Obligations</u>					
	133,440	133,440	-	N/A	
	84,900,008	143,129,139	569,030,932	25%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	698,776	1,342,172	2,674,231	50%	(e)
Wheeling Access Charge	7,855,586	15,923,413	112,666,513	14%	
Ancillary Services	1,973,576	2,642,355	3,750,031	70%	(f)
Other ISO Charges/(Credits)	(2,915,882)	(7,266,568)	935,326	-777%	(g)
	7,612,056	12,641,372	120,026,101	11%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	163,775	279,371	2,180,121	13%	
Regulatory Representation	65,066	119,349	715,280	17%	
Western Representation	59,609	96,602	716,059	13%	
Customer Programs	18,994	39,580	476,652	8%	
Judicial Action	-	-	460,000	0%	
<u>Power Management</u>					
System Control & Load Dispatch	623,195	1,111,595	6,765,755	16%	
Forecasting, Planning, Prescheduling & Trading	256,140	475,905	2,934,342	16%	
Industry Restructuring & Regulatory Affairs	35,394	61,118	425,152	14%	
Contract Admin, Interconnection Svcs & External Affairs	99,073	178,698	999,897	18%	
Gas Purchase Program	6,905	11,575	81,738	14%	
Market Purchase Project	9,562	17,024	117,239	15%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED
17%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	20,090	40,885	229,845	18%	
Settlements	62,474	120,923	923,646	13%	
Integrated Systems Support	19,065	71,033	266,055	27%	(h)
Participant Pass Through Costs	74,126	135,742	1,590,641	9%	
Support Services	212,260	217,699	-	N/A	
	1,725,728	2,977,099	18,882,422	16%	
TOTAL ANNUAL BUDGET COST	94,237,792	158,747,610	707,939,455	22%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	19,628,581	25,666,186	105,258,271	24%	(i)
Member Resource ISO Energy Sales	4,005,697	6,160,321	26,421,509	23%	(j)
Member Owned Generation ISO Energy Sales	12,479,717	18,375,393	69,679,260	26%	(k)
Customer Owned Generation ISO Energy Sales	6,894	19,511	-		
NCPA Contracts ISO Energy Sales	2,185,441	3,464,321	18,914,977	18%	
Western Resource Energy Sales	4,665,125	7,186,226	17,480,649	41%	(l)
Load Aggregation Energy Sales	17,205,501	31,962,967	-	N/A	
Ancillary Services Sales	447,559	756,584	3,988,092	19%	
Transmission Sales	9,198	18,396	110,376	17%	
Western Credits, Interest and Other Income	2,272,784	8,177,735	34,901,791	23%	(m)
	62,906,497	101,787,640	276,754,925	37%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 31,331,295	\$ 56,959,970	\$ 431,184,530	13%	

- (a) Variance caused by greater than anticipated ISO energy purchases.
- (b) Variance caused by greater than anticipated natural gas for Lodi, Healdsburg, Ukiah, and Gridley.
- (c) Increase due to higher than anticipated market purchases and price per Mwh.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. In addition, NCPA load quantities also increased in response to the heatwave.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (g) Increase due to unbudgeted revenues related to East Bay Community Energy, San Jose Community Energy, and NCPA Pool. Additionally, during system events like what was experienced in August, the CAISO must increase out-of-market actions, which when taken will result in unanticipated costs. CAISO dispatched as much system capacity as possible, which will result in increased neutrality costs.
- (h) Variance caused by FY21 software maintenance contract costs paid in-full during July. Variance will decrease throughout the year.
- (i) Much of NCPA's generation fleet was called on by CAISO to generate during the August heatwave when prices were extremely high. Prices peaked at nearly \$1000/Mwh.
- (j) Much of NCPA's generation fleet was called on by CAISO to generate during the August heatwave when prices were extremely high. Prices peaked at nearly \$1000/Mwh.
- (k) Much of NCPA's generation fleet was called on by CAISO to generate during the August heatwave when prices were extremely high. Prices peaked at nearly \$1000/Mwh.
- (l) Much of NCPA's generation fleet was called on by CAISO to generate during the August heatwave when prices were extremely high. Prices peaked at nearly \$1000/Mwh.
- (m) Variance caused by unbudgeted revenue from customers and greater than anticipated member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	August 30,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,733	\$ 27,894
Investments	46,855	71,956
Accounts receivable		
Participants	-	5,792
Other	16,804	1,216
Interest receivable	434	515
Inventory and supplies	5,924	8,891
Prepaid expenses	1,077	91
TOTAL CURRENT ASSETS	75,827	116,355
RESTRICTED ASSETS		
Cash and cash equivalents	59,870	33,543
Investments	151,300	168,978
Interest receivable	520	663
TOTAL RESTRICTED ASSETS	211,690	203,184
ELECTRIC PLANT		
Electric plant in service	1,494,271	1,506,673
Less: accumulated depreciation	(1,023,923)	(1,009,240)
	470,348	497,433
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	470,348	497,615
OTHER ASSETS		
Regulatory assets	224,036	222,350
Preliminary survey and investigation costs	2	581
Investment in associated company	265	265
TOTAL ASSETS	982,168	1,040,350
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	20,630	31,558
Pension deferrals	16,936	17,055
Deferred Outflows - ARO	61,976	62,101
TOTAL DEFERRED OUTFLOWS OF RESOURCES	99,542	110,714
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,081,710	\$ 1,151,064

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	August 30,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 13,553	\$ 49,326
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,520
Operating reserves	20,249	21,257
Current portion of long-term debt	43,745	42,545
Accrued interest payable	5,412	6,309
TOTAL CURRENT LIABILITIES	83,952	120,967
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	63,003	66,126
Operating reserves and other deposits	132,552	132,437
Interest rate swap liability	18,968	14,613
Asset Retirement Obligations	66,880	65,155
Long-term debt, net	569,539	616,972
TOTAL NON-CURRENT LIABILITIES	850,942	895,303
TOTAL LIABILITIES	934,894	1,016,270
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	88,061	84,096
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	92,798	89,898
NET POSITION		
Net investment in capital assets	(3,776)	(6,149)
Restricted	14,275	11,740
Unrestricted	43,519	39,305
TOTAL NET POSITION	54,018	44,896
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,081,710	\$ 1,151,064

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

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

UNAUDITED

	For the Two Months Ended August 30, 2020	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 66,867	\$ 78,032
Other Third-Party	47,073	42,525
TOTAL OPERATING REVENUES	113,940	120,557
OPERATING EXPENSES		
Purchased power	46,891	41,034
Operations	12,851	12,583
Transmission	20,566	42,082
Depreciation	5,054	5,171
Maintenance	3,462	3,840
Administrative and general	2,472	2,611
TOTAL OPERATING EXPENSES	91,296	107,321
NET OPERATING REVENUES	22,644	13,236
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(5,483)	(5,931)
Interest income	(3,404)	(358)
Other	590	926
TOTAL NON OPERATING EXPENSES	(8,297)	(5,363)
FUTURE RECOVERABLE AMOUNTS	(1,851)	(1,353)
REFUNDS TO PARTICIPANTS	1,130	0
INCREASE (DECREASE) IN NET POSITION	13,626	6,520
NET POSITION, Beginning of year	40,392	38,376
NET POSITION, Period ended	\$ 54,018	\$ 44,896

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY

AND ASSOCIATED POWER CORPORATIONS

(000's omitted)

August 30, 2020																		
GENERATING & TRANSMISSION RESOURCES																		
	Geothermal	Hydroelectric	Multiple Capital Facilities		CT No. One	Lodi Energy Center	Transmission No. One		Purchased Power & Transmission	Associated Member Services	Other Agency	Combined						
	\$	1	\$	-	\$	1	\$	73	\$	-	\$	-	83	\$	4,574	\$	4,733	46,855
CURRENT ASSETS																		
Cash and cash equivalents																		
Investments																		
Accounts receivable																		
Participants																		
Other																		
Interest receivable																		
Inventory and supplies																		
Prepaid expenses																		
Due from Agency and other programs*																		
TOTAL CURRENT ASSETS																		
RESTRICTED ASSETS																		
Cash and cash equivalents																		
Investments																		
Interest receivable																		
TOTAL RESTRICTED ASSETS																		
ELECTRIC PLANT																		
Electric plant in service																		
Less: accumulated depreciation																		
Construction work-in-progress																		
TOTAL ELECTRIC PLANT																		
OTHER ASSETS																		
Regulatory assets																		
Preliminary survey and investigation costs																		
Investment in associated company																		
TOTAL ASSETS																		
DEFERRED OUTFLOWS OF RESOURCES																		
Excess cost on refunding of debt																		
Pension deferrals and OPEB deferrals																		
Asset Retirement Obligations																		
TOTAL DEFERRED OUTFLOWS OF RESOURCES																		
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES																		

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

August 30, 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	\$ 36	\$ 247	\$ -	\$ 1	\$ 3,323	\$ -	\$ 4,020	\$ -	\$ 5,926	\$ 13,553
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	762	250	617	3,138	15,482	-	-	-	-	20,249
Current portion of long-term debt	5,400	21,750	4,080	-	12,515	-	-	-	-	43,745
Accrued interest payable	47	1,939	60	-	3,366	-	-	-	-	5,412
TOTAL CURRENT LIABILITIES	7,036	24,186	4,757	3,139	34,686	-	4,020	202	5,926	83,952
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	63,003	63,003
Operating reserves and other deposits	1,500	17,021	-	-	73	-	31,466	1,915	80,577	132,552
Interest rate swap liability	-	18,968	-	-	-	-	-	-	-	18,968
Asset Retirement Obligations	66,535	-	161	-	184	-	-	-	-	66,880
Long-term debt, net	10,815	236,481	15,708	-	306,535	-	-	-	-	569,539
TOTAL NON-CURRENT LIABILITIES	78,850	272,470	15,869	-	306,792	-	31,466	1,915	143,580	850,942
TOTAL LIABILITIES	85,886	296,656	20,626	3,139	341,478	-	35,486	2,117	149,506	934,894
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	37,708	3,542	1,172	2,172	40,208	-	-	293	2,966	88,061
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	4,737	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	37,708	3,542	1,172	2,172	40,208	-	-	293	7,703	92,798
NET POSITION										
Net investment in capital assets	4,836	(5,688)	(2,056)	-	(868)	-	-	-	-	(3,776)
Restricted	798	8,742	356	-	4,379	-	-	-	-	14,275
Unrestricted	4,580	7,055	3,108	1,167	15,008	-	2,722	5,173	4,706	43,519
TOTAL NET POSITION	10,214	10,109	1,408	1,167	18,519	-	2,722	5,173	4,706	54,018
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 133,808	\$ 310,307	\$ 23,206	\$ 6,478	\$ 400,205	\$ -	\$ 38,208	\$ 7,583	\$ 161,915	\$ 1,081,710

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 Two Months Ended August 30, 2020

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
OPERATING REVENUES											
Participants											
Other Third-Party											
TOTAL OPERATING REVENUES	\$ 3,050	\$ 5,711	\$ 1,173	\$ 1,514	\$ 13,660	\$ -	\$ 38,630	\$ 3,112	\$ 17	\$ 66,867	
	5,290	6,225	1,283	1,311	12,030	-	20,573	361	-	47,073	
	8,340	11,936	2,456	2,825	25,690	-	59,203	3,473	17	113,940	
OPERATING EXPENSES											
Purchased power	53	392	135	102	355	-	45,854	-	-	46,891	
Operations	2,853	643	283	236	6,286	-	704	1,846	-	12,851	
Transmission	62	11	1	7	131	-	20,353	1	-	20,566	
Depreciation	612	1,611	367	35	2,356	-	-	12	61	5,054	
Maintenance	1,028	1,127	141	570	584	-	-	12	-	3,462	
Administrative and general	960	555	117	126	990	-	-	1,018	(1,294)	2,472	
Intercompany (sales) purchases, net*	(76)	31	10	12	33	-	-	(11)	1	-	
TOTAL OPERATING EXPENSES	5,492	4,370	1,054	1,088	10,735	-	66,911	2,878	(1,232)	91,296	
NET OPERATING REVENUES	2,848	7,566	1,402	1,737	14,955	-	(7,708)	595	1,249	22,644	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(90)	(3,057)	(36)	-	(2,300)	-	-	-	-	(5,483)	
Interest income	(370)	(369)	8	5	(129)	-	(299)	10	(2,260)	(3,404)	
Other	-	-	153	-	428	-	-	-	9	590	
TOTAL NON OPERATING (EXPENSES) REVENUES	(460)	(3,426)	125	5	(2,001)	-	(299)	10	(2,251)	(8,297)	
FUTURE RECOVERABLE AMOUNTS	(386)	(969)	(401)	-	(95)	-	-	-	-	(1,851)	
REFUNDS TO PARTICIPANTS	(56)	(38)	(119)	141	-	-	474	(184)	912	1,130	
INCREASE (DECREASE) IN NET POSITION	1,946	3,133	1,007	1,883	12,859	-	(7,533)	421	(90)	13,626	
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,255	4,752	4,796	40,392	
NET POSITION, Period ended	\$ 10,214	\$ 10,109	\$ 1,408	\$ 1,167	\$ 18,519	\$ -	\$ 2,722	\$ 5,173	\$ 4,706	\$ 54,018	

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 15,843,399
PAST DUE:			
1 - 30	Calpine	Effluent O&M	174,436
	Hometown Connections	Accounting and Postage	2,753 *
	Merced Irrigation District	PM Services	34,999
31 - 60	Calpine	Effluent O&M	748,809
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 16,804,396</u>

** Denotes items paid/applied after August 31, 2020.*

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.



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Commission Staff Report

September 17, 2020

COMMISSION MEETING DATE: September 25, 2020

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

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>Sondra Ainsworth</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.

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 \$9,022,932 of which approximately \$1,770,031 was applicable to Special and Reserve Fund Deposits, \$3,668 to Debt Service and \$7,249,233 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 \$253,667,672 at month end. The current market value of the portfolio totaled \$257,821,508.

The overall portfolio had a combined weighted average interest rate of 1.606% with a bond equivalent yield (yield to maturity) of 1.628%. Investments with a maturity greater than one year totaled \$148,770,000. August maturities totaled \$32 million and monthly receipts totaled \$41 million. During the month \$18 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 1 basis point (from 0.10% to 0.11%) and rates on one year T-Bills remained unchanged at 0.13%.

To the best of my knowledge and belief, all securities held by NCPA as of August 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

AUGUST 31, 2020

TABLE OF CONTENTS

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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
August 31, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,523,020	\$ 80,110,601	\$ 81,633,621	31.08%
Special Deposits	1,288,658	-	1,288,658	0.48%
Construction	4,437,555	708,972	5,146,527	1.96%
Debt Service	3,668	19,558,267	19,561,935	7.45%
Special & Reserve	1,770,031	153,289,832	155,059,863	59.03%
	<u>\$ 9,022,932</u>	<u>\$ 253,667,672</u>	<u>\$ 262,690,604</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 257,821,508</u>
--	-----------------------

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 38,585,678	\$ 110,628	\$ 21,048,680	\$ (21,329,498)	\$ (3,810,641)	\$ (35,617,836)	\$ (1,012,989)
Special Deposits	2,356,167	-	-	(32,389,061)	-	29,993,350	(39,544)
Construction	-	-	-	-	-	-	-
Debt Service	-	4	3,203,767	(3,202,701)	(6,264,714)	6,263,564	(80)
Special & Reserve	-	180,283	8,145,883	-	(7,512,111)	(639,078)	174,977
	<u>\$ 40,941,845</u>	<u>\$ 290,915</u>	<u>\$ 32,398,330</u>	<u>\$ (56,921,260)</u>	<u>\$ (17,587,466)</u>	<u>\$ -</u>	<u>\$ (877,636)</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
August 31, 2020**

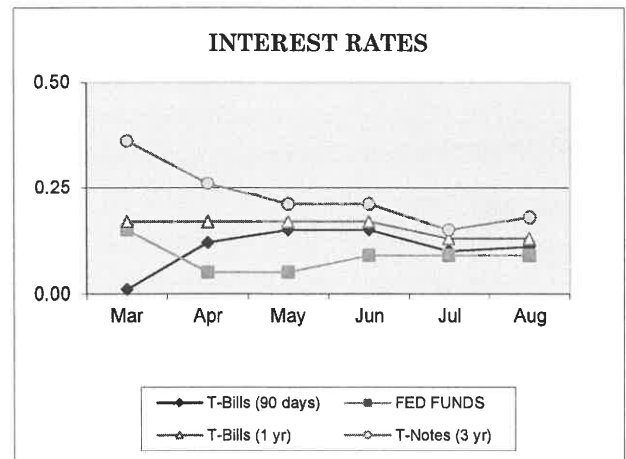
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 3,810,641	\$ (21,048,680)	\$ 13,553	\$ (750)	\$ -	\$ (17,225,236)
Special Deposits	-	-	-	-	-	-
Construction	-	-	55	-	-	55
Debt Service	6,264,714	(3,203,767)	1,134	-	-	3,062,081
Special & Reserve	7,512,111	(8,145,883)	(12,953)	-	-	(646,725)
	<u>\$ 17,587,466</u>	<u>\$ (32,398,330)</u>	<u>\$ 1,789</u>	<u>\$ (750)</u>	<u>\$ -</u>	<u>\$ (14,809,825)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(1,039)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (14,810,864)</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.606%	1.628%
OPERATING FUNDS:	1.852%	1.846%
PROJECTS:		
Geothermal	1.876%	1.829%
Capital Facilities	0.076%	0.077%
Hydroelectric	1.351%	1.351%
Lodi Energy Center	0.836%	0.688%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.09%	2.12%
T-Bills (90da.)	0.11%	1.99%
Agency Disc (90da.)	0.17%	1.82%
T-Bills (1yr.)	0.13%	1.75%
Agency Disc (1yr.)	0.14%	1.47%
T-Notes (3yr.)	0.18%	1.44%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
August 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	\$ -	\$ 10,865	\$13,995	\$ 500	\$ 3,441	\$ 64,925	\$ -	\$ 93,726	36.80%
Corporate Bonds (MTN)	-	-	3,000	3,000	2,520	66,235	-	74,755	29.35%
Municipal Bonds	-	-	-	1,000	-	16,360	-	17,360	6.82%
US Bank Trust Money Market	3,132	-	-	-	-	-	-	3,132	1.23%
Commercial Paper	25	-	-	-	-	-	-	25	0.01%
Investment Trusts (LAIF)	45,530	-	-	-	-	-	-	45,530	17.87%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	7,681	-	-	-	-	-	-	7,681	3.01%
U.S.Treasury Bill/Note	-	118	10,879	-	-	-	-	10,997	4.32%
Certificates of Deposit	-	10	-	-	250	1,250	-	1,510	0.59%
Total Dollars	\$ 56,369	\$10,993	\$27,874	\$4,500	\$6,211	\$148,770	\$0	\$ 254,717	100.00%
Total Percents	22.12%	4.32%	10.94%	1.77%	2.44%	58.41%	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

08/31/2020

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	3,016,296	1.354	07/01/2013	3,016,296		1	1.354	3,016,296	SYS70000	70000	3,016,296
Union Bank of Califo	UBOC	11,000	0.002	07/01/2013	11,000		1	0.002	11,000	SYS70014	70014	11,000
US Bank	USB	1,523,020	0.001	06/30/2013	1,523,020		1	0.001	1,523,020	SYS70050	70050	1,523,020
US Bank	USB	10	0.010	08/24/2017	10		1	0.010	10	SYS70056	70056	10
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	36	0.050	10,000	SYS30322	30322	10,000
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	75	1.598	118,388	9128283G3	26908	118,036
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	105	2.848	1,004,850	931142EA7	26674	997,362
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	129	3.057	503,595	24422ETZ2	26676	498,801
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	180	2.969	1,009,420	17279RBD3	26667	996,375
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	195	2.096	506,960	63743HER9	26847	502,116
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	212	2.846	504,445	437076BL5	26558	497,650
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	260	2.919	1,009,640	458140AV0	26670	991,649
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	275	2.858	506,740	717081DX8	26617	496,731
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	328	1.620	2,638,194	3133EHSR5	26465	2,604,258
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	373	3.149	1,013,440	02665WBG5	26669	985,962
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	378	3.018	1,027,100	88579YBA8	26675	999,819
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	523	3.060	1,028,960	742718DY2	26673	989,738
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	548	2.982	1,028,960	478160CD4	26671	989,596
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	577	3.315	518,790	87236YAE8	26601	497,299
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	608	2.924	515,975	713448DT2	26557	494,727
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	617	2.329	1,159,969	037833CQ1	26525	1,122,794
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	806	3.157	524,230	02665WCA7	26614	494,289
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	825	3.008	520,250	16676AB6	26555	493,157
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	834	3.135	422,096	92826CAC6	26647	397,146
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	862	3.315	1,051,850	89236TEL5	26645	986,574
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	883	3.464	520,190	828807CN5	26603	492,093
Oracle Corp.	UBOC	500,000	2.825	03/21/2018	488,010	02/15/2023	897	3.154	525,885	66389YBR5	26556	493,991
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	911	3.068	1,055,230	30231GAR3	26648	992,054
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	916	3.264	531,405	24422ETG4	26613	494,623
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	925	3.086	528,800	084670BR8	26554	496,067
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	942	3.248	524,910	911312BK1	26600	491,116
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	942	3.308	524,910	911312BK1	26677	490,369
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	952	2.104	527,910	931142DH3	26848	505,562
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	969	3.443	542,140	06406RAG2	26602	500,679
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	986	3.236	538,955	427866AZ1	26615	501,717
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	1,033	0.507	499,865	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,056	3.399	1,088,370	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,071	3.172	1,047,140	594918BQ6	26672	968,344

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,109	2.630	4,379,980	68389XBL8	26820	4,117,686
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,248	3.561	553,310	46625HJ78	26760	510,020
Federal Farm Credit	UBOC	1,000,000	0.710	06/17/2020	1,000,000	06/17/2024	1,385	0.710	1,000,010	3133ELL93	27012	1,000,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,484	2.577	1,706,239	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,485	2.000	3,002,910	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,487	1.890	2,331,211	3133EUK20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,487	2.323	1,002,690	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,492	1.999	1,501,500	3130AH7F4	26889	1,500,000
CA St Dept of Wtr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,552	0.584	600,702	13067WRB0	27055	600,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,590	1.920	1,004,820	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,609	1.846	545,625	90331HMS9	26947	519,969
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,611	0.570	987,790	3136GAE74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,737	0.710	1,000,800	3136GAWA7	27009	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,758	0.700	500,025	3134GVR26	27015	500,000
Federal Home Loan Mt	UBOC	500,000	0.900	06/30/2020	500,495	06/30/2025	1,763	0.879	500,265	3134GVX45	27025	500,478
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,764	0.990	508,160	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,764	0.787	501,385	977123X78	27041	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,792	0.579	998,310	3136GAD75	27044	1,000,983
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,798	0.680	500,025	3133ELJ27	27052	500,000
Fund Total and Average		\$ 51,573,663	1.955		\$ 51,187,149		938	2.184	\$ 52,790,646			\$ 51,415,176

MPP GHG Auction Acct

Local Agency Investm		83,442	1.354	07/01/2013	83,442		1	1.354	83,442	SYS70045	70045	83,442
Fund Total and Average		\$ 83,442	1.354		\$ 83,442		1	1.354	\$ 83,442			\$ 83,442

SCPA Balancing Account

Local Agency Investm	LAIF	13,692,952	1.354	07/01/2013	13,692,952		1	1.354	13,692,952	SYS70022	70022	13,692,952
Union Bank of Calif	UBOC	1	0.002	07/01/2013	1		1	0.002	1	SYS70023	70023	1
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	10	2.870	750,548	313370US5	26717	750,001
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	59	2.672	1,152,772	3135G0RM7	26734	1,148,095
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	244	3.000	505,225	06406FAB9	26570	496,971
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	342	2.780	511,944	14912L6U0A	26954	500,004
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	529	2.798	514,935	594918BA1	26574	497,108
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	549	3.186	516,125	25468PDQ6	26630	494,787
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	577	3.100	518,790	87238YAE8	26571	498,890
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	638	2.918	519,825	437076B06	26572	497,597
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	744	3.161	519,370	74460DAB5	26573	492,529
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	834	3.096	263,810	92828CAC6	26632	248,424
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	835	3.070	528,065	458140AM2	26625	496,066

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	861	3.203	577,478	89233P/F7	26598	543,078
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	910	3.170	528,725	17275RBE1	26624	493,432
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	911	3.055	527,615	30231GAR3	26599	496,191
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	925	3.185	528,800	084670BR8	26596	494,912
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	942	3.191	524,910	911312BK1	26627	491,766
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	972	3.108	524,110	654106AC7	26597	489,473
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,003	3.438	522,960	828807DD6	26631	491,344
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,017	3.150	536,005	717081DH3	26626	498,068
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,213	3.100	2,018,120	3130AFKR7	26736	2,000,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,423	2.410	507,060	89236TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,485	2.000	1,251,213	31422BME7	26873	1,250,000
Federal Agricultural	UBOC	2,500,000	1.300	03/11/2020	2,500,000	03/11/2025	1,682	1.300	2,500,250	31422BVS6	26955	2,500,000

Fund Total and Average		\$ 30,147,953	1.882		\$ 29,952,774		512	2.075	\$ 30,541,628			\$ 30,061,689
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General Operating Reserve

Local Agency Investm	LAIF	22,147,857	1.354	07/01/2013	22,147,857		1	1.354	22,147,857	SYS70000	70002	22,147,857
Union Bank of Calif	UBOC	3,667,758	0.002	07/01/2013	3,667,758		1	0.002	3,667,758	SYS70019	70019	3,667,758
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	512	0.670	12/14/2018	512		1	0.670	512	SYS70071	70071	512
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	77	1.600	2,338,574	3137EAEK1	26922	2,331,333
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	342	3.169	511,944	14912L6J0A	26956	498,228
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	342	2.780	511,944	14912L6J0A	26957	500,004
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	373	3.522	516,854	02665WBG5	26964	500,817
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	426	1.285	1,602,210	64971Q7F4	26982	1,583,908
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	529	2.972	411,948	594918BA1	26578	396,750
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	577	3.335	518,790	87236YAE8	26582	497,160
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	617	2.329	4,156,722	037833CQ1	26524	4,023,505
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	647	1.760	3,699,589	313379Q69	26467	3,597,101
Federal Farm Credit	UBOC	2,000,000	1.000	03/30/2020	2,000,000	06/30/2022	667	1.000	2,000,960	3133ELUS1	26961	2,000,000
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	684	3.083	523,605	713448CX4	26580	500,138
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	06/01/2022	699	1.485	1,064,248	64971WFJ4	26981	1,040,996
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	821	2.937	521,510	25468PCW4	26739	493,763
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	834	3.145	527,620	92826CA06	26584	496,349
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	874	3.140	794,078	90331HNL3	26737	745,128
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	880	3.325	529,890	06406RAE7	26575	495,840
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	897	3.195	525,885	68389XBR5	26579	493,532
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	903	3.225	524,295	7400SPBF0	26581	494,024
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	925	3.243	528,800	084670BR8	26576	494,243
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	942	3.245	524,910	911312BK1	26583	491,164
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	987	2.939	793,538	166764BK5	26740	742,905
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	08/01/2023	1,003	1.387	1,847,314	040484VN4	26984	1,814,856

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
Chvron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,026	2.847	535,715	166764AH3	26755	504,513
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,028	2.854	542,010	931142EK5	26758	507,045
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	1,095	1.020	2,226,274	613105KV6	26985	2,194,137
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,109	2.908	542,195	717081EN9	26738	504,107
Hondlulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	1,125	1.020	1,856,128	4386705V9	26983	1,829,952
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,239	3.319	550,340	17325FA57	26756	505,125
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,248	3.535	553,310	46625HJT8	26757	510,357
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,252	2.093	481,215	91159HHV5	26906	458,391
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,369	1.356	1,022,790	46647PBQ8	27007	1,005,722
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,423	2.410	760,590	89236TGD1	26841	750,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,430	1.058	1,576,005	43868TKT1	26980	1,520,685
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,492	1.999	1,001,000	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,548	2.386	1,509,000	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,564	0.830	2,004,111	3130A3GE8	26962	1,966,470
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,609	1.846	545,625	90331HMS9	26951	519,989
W.W. Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,628	1.161	525,020	384802AE4	27000	514,878
W.W. Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,628	1.217	525,020	384802AE4	27005	513,649
Federal Agricultural	UBOC	2,300,000	1.300	03/11/2020	2,300,000	03/11/2025	1,652	1.300	2,300,230	31422BVS6	26958	2,300,000
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,667	1.300	2,502,400	3133ELUT9	26960	2,500,000
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,673	1.038	1,025,260	899559QD3	27006	1,015,554
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,734	0.866	1,030,130	438516CB0	27008	1,022,407
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,734	1.299	444,805	471376FJ7	27011	442,505
Precision Casparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,748	1.033	1,677,885	740189AM7	27017	1,661,791
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	06/17/2025	1,750	1.500	745,380	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,756	1.050	749,948	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,758	0.700	500,025	3134GYR26	27016	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,764	0.774	501,385	977123X78	27042	500,000
Federal Farm Credit	UBOC	500,000	0.880	08/04/2020	500,000	08/04/2025	1,798	0.680	500,025	3133EL2U7	27053	500,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,812	0.600	1,000,460	3136G4G72	27056	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,820	0.600	999,090	3136G4X32	27060	1,000,000
Fund Total and Average		\$ 79,666,579	1.775		\$ 80,353,941		764	1.544	\$ 81,524,726			\$ 80,295,178
GRAND TOTALS:		\$ 161,471,637	1.852		\$ 161,577,306		772	1.846	\$ 164,940,442.			\$ 161,855,485

*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 08/31/2020

Investment #26646	USB	Callable on 6/23/2023	Investment #26983	HON	Callable anytime
Investment #26736	FHLB	Callable on 12/28/2020	Investment #26984	AZSHGR	Callable anytime
Investment #26820	ORCL	Callable on 7/15/2023	Investment# 27007	JPM	Callable on 6/1/2023 and then again starting on 5/1/2024
Investment #26831	TOY	Callable semi-annually starting 7/25/2021	Investment# 27009	FNMA	Callable quarterly starting 6/4/2021
Investment #26841	TOY	Callable semi-annually starting 7/25/2021	Investment# 27011	JAS	Callable on 6/1/2024
Investment# 26848	WMT	Callable on 01/11/2023	Investment #27012	FFCB	Callable starting 9/17/2020
Investment# 26872	BAC	Callable semi-annually starting 09/24/2021	Investment# 27015	FHLMC	Callable annually starting 6/25/2021
Investment# 26873	FAMC	Callable semi-annually starting 09/25/2020	Investment# 27016	FHLMC	Callable annually starting 6/25/2021
Investment# 26886	FAMC	Callable semi-annually starting 09/25/2020	Investment# 27013	WFC	Callable quarterly starting 6/17/2022
Investment# 26887	TOY	Callable semi-annually starting 09/27/2021	Investment# 27025	FHLMC	Callable quarterly starting 9/30/2020
Investment# 26888	FFCB	Callable anytime starting 09/27/2021	Investment# 27024	JPM	Callable quarterly starting 6/23/2024
Investment# 26889	FHLB	Callable anytime starting 10/02/2020	Investment #27029	MAS	Callable anytime
Investment# 26906	USBANK	Callable on 1/05/2024	Investment #27041	WISTRN	Callable anytime
Investment# 26912	JPM	Callable quarterly starting 11/27/2021	Investment #27042	WISTRN	Callable anytime
Investment# 26923	FHLMC	Callable annually starting 1/8/2021	Investment #27043	FNMA	Callable quarterly starting 7/29/2021
Investment# 26947	USBANK	Callable anytime starting 12/27/2024	Investment #27044	FNMA	Callable quarterly starting 7/29/2021
Investment# 26951	USBANK	Callable anytime starting 12/27/2024	Investment# 27052	FFCB	Callable anytime starting 11/4/2020
Investment# 26955	FAMC	Callable semi-annually starting 09/11/2020	Investment# 27053	FFCB	Callable anytime starting 11/4/2020
Investment# 26958	FAMC	Callable semi-annually starting 09/11/2020	Investment #27055	CASWTR	Callable anytime
Investment# 26960	FFCB	Callable semi-annually starting 03/26/2021	Investment #27056	FNMA	Callable quarterly starting 8/18/2022
Investment# 26961	FFCB	Callable anytime starting 09/30/2020	Investment# 27058	PHOGEN	Callable anytime
Investment #26980	HON	Callable anytime	Investment #27060	FNMA	Callable quarterly starting 8/26/2021
Investment #26981	NYCGEN	Callable anytime			
Investment #26982	NYCGEN	Callable anytime			



Northern California Power Agency
Treasurer's Report

08/31/2020

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	709,000	0.090	07/29/2020	708,911	09/17/2020	16	0.091	708,979	313384G37A	27030	708,972
Fund Total and Average		\$ 709,000	0.090		\$ 708,911		16	0.091	\$ 708,979			\$ 708,972

Geo 2012A Debt Service

U.S. Treasury	USBT	126,000	0.080	07/29/2020	125,957	12/29/2020	119	0.081	125,955	9127965F2	27031	125,967
Federal Home Loan Ba	USBT	124,000	0.074	08/28/2020	123,967	01/04/2021	125	0.076	123,948	313385AD8A	27061	123,968
Fund Total and Average		\$ 250,000	0.078		\$ 249,924		122	0.079	\$ 249,903			\$ 249,935

Geo 2016A Debt Service

U.S. Treasury	USBT	305,000	0.080	07/29/2020	304,896	12/29/2020	119	0.081	304,890	9127965F2	27032	304,919
Federal Home Loan Ba	USBT	289,000	0.075	08/28/2020	288,922	01/04/2021	125	0.076	288,879	313385AD8A	27062	288,925
Fund Total and Average		\$ 594,000	0.078		\$ 593,818		122	0.079	\$ 593,769			\$ 593,844

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	149	1.424	1,520,316	912796UC1	26940	1,512,250
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		149	1.424	\$ 1,520,316			\$ 1,512,250

Geo Decommissioning Reserve

Local Agency Investm	LAIF	598,261	1.354	07/01/2013	598,261		1	1.354	598,261	SYS70027	70027	598,261
Union Bank of Califo	UBOC	1,051,436	0.002	07/01/2013	1,051,436		1	0.002	1,051,436	SYS70034	70034	1,051,436
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	164	3.265	505,140	02665WCD1	26726	498,679
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	224	3.276	508,225	89236TEU5	26727	499,037
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	342	3.169	511,944	14912L6U0A	26965	498,228
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	363	3.002	257,285	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	464	3.103	770,265	69353REY0	26553	745,042
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	617	2.329	889,295	037833CQ1	26499	880,795
University of Califo	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	621	1.080	1,030,360	91412G2T1	27001	1,020,717
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	728	3.154	264,963	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	729	3.051	264,483	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	735	3.152	265,075	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	821	3.004	782,265	25468PCW4	26551	739,770
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	878	3.104	792,510	24422ERT8	26550	744,932
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	880	3.229	794,835	06406FAE7	26549	745,353



Northern California Power Agency
Treasurer's Report

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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
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	888	3.140	532,710	449322HAH6	26548	498,420
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	1,017	1.450	364,567	227183DH0	27003	356,087
Federal Farm Credit	UBOC	407,000	0.400	07/31/2020	407,000	07/27/2023	1,059	0.399	406,764	3133ELZ72	27049	407,000
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,060	1.635	939,282	3134GU6D7	26941	935,389
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	1,064	1.471	439,285	83412PCN0	26978	428,989
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,093	3.203	272,338	292787CF3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,101	3.301	273,210	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,315	0.875	1,595,199	3133ELVX9	26976	1,590,000
Federal Farm Credit	UBOC	500,000	0.710	06/17/2020	500,000	06/17/2024	1,385	0.710	500,005	3133ELL83	27014	500,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,423	2.410	507,060	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,485	2.000	750,728	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,492	1.999	1,001,000	3130AH7F4	26891	1,000,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,522	1.846	354,466	78607QAY1	26977	347,789
WW Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,628	1.161	446,267	384802AE4	27002	437,646
Federal Farm Credit	UBOC	1,500,000	1.150	04/09/2020	1,500,000	04/09/2025	1,681	1.150	1,500,015	3133ELWC4	26979	1,500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,737	0.710	1,000,800	3136G4WA7	27010	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,763	0.800	500,135	3134GVV62	27027	500,000
Federal Home Loan Mt	UBOC	500,000	0.900	06/30/2020	500,495	06/30/2025	1,763	0.879	500,265	3134GVX45	27028	500,478
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,786	3.455	2,041,020	3133EJUT4	26644	1,999,510
Fund Total and Average		\$ 22,692,908	2.030		\$ 22,722,209		1081	1.974	\$ 23,211,458			\$ 22,753,558
GRAND TOTALS:		\$ 25,766,908	1.876		\$ 25,774,544		966	1.829	\$ 26,284,425.			\$ 25,818,559

*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 08/31/2020

Investment #26644 FFCB Callable anytime starting 7/23/2021
Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26874 FAMC Callable semi-annually starting 09/25/2020
Investment #26890 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLB Callable anytime starting 10/02/2020
Investment #26941 FHLMC Callable on 1/28/2021 only
Investment #26976 FFCB Callable on and anytime after 4/8/2022
Investment #26977 SCRWTRC Callable anytime
Investment #26979 FFCB Callable on and anytime after 10/9/2020
Investment #27001 UNVHGR Callable anytime
Investment# 27010 FNMA Callable quarterly starting 6/4/2021
Investment #27014 FFCB Callable starting 9/17/2020
Investment #27027 FHLMC Callable quarterly starting 12/30/2020
Investment #27028 FHLMC Callable quarterly starting 9/30/2020
Investment #27049 FFCB Callable on and anytime after 10/27/2020



Northern California Power Agency
Treasurer's Report

08/31/2020

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	4,374,520	1.354	07/01/2013	4,374,520		1	1.354	4,374,520	SYS70028	70028	4,374,520
Union Bank of Calif	UBOC	8,449	0.002	07/01/2013	8,449		1	0.002	8,449	SYS70031	70031	8,449
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	55	1.606	1,999,968	3133EH95	26809	1,995,433
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	149	1.424	1,013,544	912796UC1	26924	1,008,166
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	212	1.000	1,015,110	13063DGA0	26999	1,010,418
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	501	3.314	515,355	07330NAQ8	26618	495,572
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	551	2.946	514,810	30231GAJ1	26621	496,084
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	560	3.182	571,929	91159HHC7	26651	548,548
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	744	3.051	519,370	74460DAB5	26546	493,557
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	834	3.051	527,620	92826CAC6	26547	497,338
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	862	3.215	525,925	89236TEL5	26619	494,378
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	897	3.121	525,885	68389XBR5	26545	494,367
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	942	3.182	524,910	911312BK1	26620	491,873
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	972	2.985	576,241	19416QEC0	26652	537,963
Federal Farm Credit	UBOC	500,000	0.400	07/31/2020	500,000	07/27/2023	1,059	0.399	499,710	3133ELZ72	27050	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	1,060	0.411	500,060	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	08/03/2023	1,066	0.375	499,350	3134GWJC1	27051	500,000
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,143	3.250	1,505,790	3130AEYR5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,566	1.744	543,095	931142DV2	26950	518,527
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,721	0.675	500,685	31422BA26	27004	500,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,763	0.800	500,135	3134GVV62	27026	500,000
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,820	0.600	439,600	3136G4X32	27059	440,000
Fund Total and Average		\$ 17,931,969	1.852		\$ 17,854,897		592	1.850	\$ 18,202,061			\$ 17,905,193

Hydro Debt Service

Federal Home Loan Ba	USBT	1,584,000	0.130	06/26/2020	1,583,165	11/19/2020	79	0.131	1,583,652	313384QZ8	27018	1,583,548
U.S. Treasury	USBT	4,202,000	0.080	07/29/2020	4,200,571	12/29/2020	119	0.081	4,200,487	9127965F2	27033	4,200,889
Federal Home Loan Ba	USBT	793,000	0.075	08/28/2020	792,787	01/04/2021	125	0.076	792,667	313385AD8A	27063	792,793
Fund Total and Average		\$ 6,579,000	0.091		\$ 6,576,523		110	0.093	\$ 6,576,806			\$ 6,577,230

Hydro 2018A Debt Service

U.S. Treasury	USBT	1,198,000	0.080	07/29/2020	1,197,593	12/29/2020	119	0.081	1,197,569	9127965F2	27034	1,197,683
Federal Home Loan Ba	USBT	1,148,000	0.074	08/28/2020	1,147,691	01/04/2021	125	0.076	1,147,518	313385AD8A	27064	1,147,701

Fund Total and Average		\$ 2,346,000	0.078		\$ 2,345,284		122	0.079	\$ 2,345,087			\$ 2,345,384
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Hydro 2019A Debt Service

Hydro 2019A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	846,000	0.080	07/29/2020	845,712	12/29/2020	119	0.081	845,695	9127965F2	27035	845,776
Federal Home Loan Ba	USBT	809,000	0.075	08/28/2020	808,783	01/04/2021	125	0.076	808,660	313385ADB8A	27065	808,789
Fund Total and Average		\$ 1,655,000	0.078		\$ 1,654,495		122	0.079	\$ 1,654,355			\$ 1,654,565

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	342	1.790	689,131	3134G93A3	26432	689,524
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		342	1.790	\$ 689,131			\$ 689,524

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS700016	70016	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	149	1.424	1,520,316	912796UC1	26942	1,512,250
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		149	1.424	\$ 1,520,316			\$ 1,512,250

Hydro 2012 DSRA

Federal Home Loan Ba	USBT	193,000	0.110	07/29/2020	192,891	01/29/2021	150	0.111	192,904	313385BE5	27039	192,912
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	167	2.251	147,374	9128283X6	26539	145,999
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	499	2.380	4,048,197	3137EADB2	25852	3,927,757
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	548	1.850	150,011	3133EKF66	26875	150,000
Fund Total and Average		\$ 4,417,000	2.254		\$ 4,415,115		474	2.259	\$ 4,539,486			\$ 4,416,668
GRAND TOTALS:		\$ 35,138,969	1.351		\$ 35,037,387		410	1.351	\$ 35,526,242.			\$ 35,100,814

*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 08/31/2020

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 10/15/2024
Investment# 27004	FAMCA	Callable semi-annually starting 5/19/2022
Investment# 27026	FHLMC	Callable quarterly starting 12/30/2020
Investment# 27045	FHLMC	Callable on 7/28/2021 only
Investment #27050	FFCB	Callable on and anytime after 10/27/2020
Investment# 27051	FHLMC	Callable quarterly starting 8/03/2021
Investment# 27059	FNMA	Callable quarterly starting 8/26/2021

Northern California Power Agency
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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	673	0.600	01/24/2020	673		1	0.600	673	SYS79017	79017	673
Federal Home Loan Ba	USBT	415,000	0.075	08/28/2020	414,864	02/01/2021	153	0.076	414,772	313385BH8A	27066	414,868
Fund Total and Average		\$ 415,673	0.076		\$ 415,537		153	0.077	\$ 415,445			\$ 415,541
GRAND TOTALS:		\$ 415,673	0.076		\$ 415,537		153	0.077	\$ 415,445			\$ 415,541

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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 08/31/2020



Northern California Power Agency
Treasurer's Report

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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	CUSIP	Market Value	Investment #	Carrying Value
Local Agency Investm		73,312	1.354	07/01/2013	73,312		1	1.354	SYS70046	73,312	70046	73,312
Fund Total and Average		\$ 73,312	1.354		\$ 73,312		1	1.354		\$ 73,312		\$ 73,312

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	132	0.600	07/01/2013	132		1	0.600	SYS79003	132	79003	132
Federal Home Loan Ba	USBT	485,000	0.129	06/26/2020	484,744	11/19/2020	79	0.131	313384Q28	484,893	27020	484,862
Fund Total and Average		\$ 485,132	0.130		\$ 484,876		79	0.132		\$ 485,025		\$ 484,994

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	252	0.600	07/01/2013	252		1	0.600	SYS79004	252	79004	252
Federal Home Loan Ba	USBT	660,000	0.130	06/26/2020	659,652	11/19/2020	79	0.131	313384Q28	659,855	27021	659,812
Federal Home Loan Ba	USBT	1,076,000	0.070	07/29/2020	1,075,738	12/01/2020	91	0.070	313384R68A	1,075,699	27036	1,075,810
Federal Home Loan Ba	USBT	1,077,000	0.080	08/28/2020	1,076,773	12/01/2020	91	0.081	313384R68A	1,076,698	27067	1,076,782
Fund Total and Average		\$ 2,813,252	0.088		\$ 2,812,415		88	0.089		\$ 2,812,504		\$ 2,812,656

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,070	0.600	07/01/2013	1,070		1	0.600	SYS79012	1,070	79012	1,070
Federal Home Loan Ba	USBT	1,134,000	0.130	06/26/2020	1,133,402	11/19/2020	79	0.131	313384Q28	1,133,751	27022	1,133,677
Federal Home Loan Ba	USBT	944,000	0.069	07/29/2020	943,771	12/01/2020	91	0.070	313384R68A	943,736	27037	943,833
Federal Home Loan Ba	USBT	944,000	0.080	08/28/2020	943,801	12/01/2020	91	0.081	313384R68A	943,736	27068	943,809
Fund Total and Average		\$ 3,023,070	0.096		\$ 3,022,044		86	0.097		\$ 3,022,293		\$ 3,022,389

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	68,000	0.115	06/26/2020	67,968	11/19/2020	79	0.117	9127963A5	67,984	27023	67,983
Federal Home Loan Ba	USBT	667,000	0.070	07/29/2020	666,838	12/01/2020	91	0.070	313384R68A	666,813	27038	666,862
Federal Home Loan Ba	USBT	667,000	0.080	08/28/2020	666,859	12/01/2020	91	0.081	313384R68A	666,813	27069	666,865
Fund Total and Average		\$ 1,402,000	0.077		\$ 1,401,665		90	0.078		\$ 1,401,610		\$ 1,401,730

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,917	0.600	07/01/2013	1,917		1	0.600	SYS79005	1,917	79005	1,917
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	136	1.537	313385AQ9A	419,811	26943	417,620
Federal Home Loan Ba	USBT	4,429,000	0.110	07/29/2020	4,426,510	01/29/2021	150	0.111	313385BE5	4,426,786	27040	4,426,970
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	345	1.699	3137EAC9	151,395	26454	149,214



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LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	647	1.760	4,242,885	313379Q89	26463	4,125,347
Fund Total and Average		\$ 9,100,917	1.102		\$ 9,157,204		377	0.949	\$ 9,242,794			\$ 9,121,068

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,368,453	0.600	07/01/2013	2,368,453		1	0.600	2,368,453	SYS79006	79006	2,368,453
Fund Total and Average		\$ 2,368,453	0.600		\$ 2,368,453		1	0.600	\$ 2,368,453			\$ 2,368,453

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	1,060	1.635	381,740	3134GU6D7	26945	380,158
Fund Total and Average		\$ 1,139,145	0.950		\$ 1,139,335		354	0.945	\$ 1,140,885			\$ 1,139,303

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	1,420,250	0.002	07/18/2013	1,420,250		1	0.002	1,420,250	SYS70041	70041	1,420,250
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	226	1.590	504,140	3133EKY83	26892	499,724
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	401	1.555	502,831	89236TGJ8	26953	496,308
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	426	1.000	529,235	58607ECD4	26986	526,157
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	629	2.456	618,241	90331HPC1	26822	596,909
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	1,060	0.375	1,000,120	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,552	1.776	514,536	14912L6G1	26952	492,791
Federal Farm Credit	UBOC	1,000,000	0.640	07/30/2020	1,000,000	01/27/2025	1,609	0.639	997,920	3133ELZ64	27048	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,792	0.579	998,310	3136G4D75	27047	1,000,983
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,798	0.670	2,001,800	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,812	0.600	1,000,460	3136G4G72	27057	1,000,000
Fund Total and Average		\$ 11,518,516	1.156		\$ 11,589,585		998	0.869	\$ 11,631,109			\$ 11,576,388
GRAND TOTALS:		\$ 31,923,797	0.836		\$ 32,048,889		502	0.688	\$ 32,177,985.			\$ 32,000,253

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Investment #26822	USB	Callable on and anytime after 4/22/2022
Investment #26845	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
Investment #27057	FNMA	Callable quarterly starting 8/18/2022



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Commission Staff Report

September 16, 2020

COMMISSION MEETING DATE: September 25, 2020

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

- Forklift from Geothermal Plant
- E-waste and obsolete printers from Hydroelectric Plant

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.

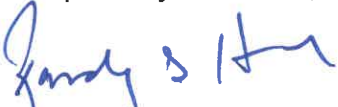
FISCAL IMPACT:

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



477 Bret Harte Drive
Murphys, CA 95247

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

Disposal of Surplus Property

Date: 3/11/2020

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

- Dell Laptop – Hard drive removed & destroyed
- Logitech Optical Mouse
- Canon Digital Camera
- Qualcomm Original Car Phone
- HP Photosmart C4180 Printer

To the following:

- Rock creek landfill

Delivery Acknowledgment:

Delivered By: 

Printed Name: Steven Popish

Date: 3/11/2020



Date: 2/6/2020

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

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	ea	Dell Laptop - <i>Hard drive removed & destroyed</i>	S	1	0.00		Murphys
2.	ea	Logitech Optical Mouse	S	1	0.00		Murphys
3.	ea	Canon Digital Camera	S	1	0.00		Murphys
4.	ea	Qualcomm Original Car Phone	S	1	0.00		Murphys
5.	ea	HP Photosmart C4180 Printer	S	1	0.00		Murphys
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Recommend eWaste as these items are no longer functional or operational.

PREPARED BY: <u><i>R. Bonard</i></u> DATE: <u>2/6/20</u>		RECOMMENDED DISPOSITION: NEGOTIATED (Private) SALE _____ PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____ DISPOSAL: _____ SCRAP/RECYCLE VALUE <input checked="" type="checkbox"/> NO VALUE - TRASH/JUNK _____ DISPOSITION JUSTIFICATION: _____	
APPROVED BY: <u><i>April Leden</i></u> ORG. CODE: <u>650</u>		Recommend eWaste.	
AUTHORIZATION TO PROCEED: <u><i>Rand S. Leden</i></u> DATE: <u>2/7/20</u> (ASST. GEN. MANAGER) (GENERAL MANAGER)			

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

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

Disposal of Surplus Property

Date: 3/11/2020

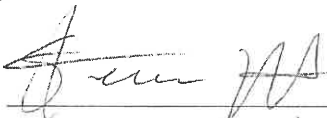
This notice confirms that Northern California Power Agency has disposed of the following items below:

- Dell Optiplex Red Tag Printer Computer
- Red Tag Printers (2)
- HP K8600 Wide Format Inkjet Printer

To the following:

Rock creek landfill

Delivery Acknowledgment:

Delivered By: 

Printed Name: Steven Poppe

Date: 3/11/2020



Date: 2/24/20

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	U	Dell Optiplex Red Tag Computer (hard drive removed)	S	1	0.00		Murphys
2.	2	U	Red Tag Printers	S	1	0.00		Murphys
3.	1	U	HP Wide Format Inkjet Printer K8600	S	1	0.00		Murphys
4.								
5.								
6.								
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

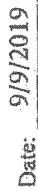
Red tag printers at Collierville Powerhouse have been upgraded to a newer version. The obsolete printers and control computer are recommended for eWaste.
The wide format inkjet printer has been replaced with a wide format plotter and is no longer used.

PREPARED BY: <u><i>John J. ...</i></u> DATE: <u>2-24-20</u>	RECOMMENDED DISPOSITION: NEGOTIATED (Private) SALE _____ PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____ DISPOSAL: <input checked="" type="checkbox"/> SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____ DISPOSITION JUSTIFICATION: Recommend eWaste.
APPROVED BY: <u><i>John J. ...</i></u> ORG. CODE: <u>650</u>	
AUTHORIZATION TO PROCEED: <u><i>John J. ...</i></u> DATE: <u>2/24/20</u> (ASST. GEN. MANAGER) <u><i>John J. ...</i></u> (GENERAL MANAGER)	

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



**NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS**

[illegible]

JUSTIFICATION FOR EXCESS/DISPOSAL:

GEORGIA POWER CORPORATION FOR EXCESS/ASSET SALE

GEO would like to lease a new forklift for 72-months. Toyota Material Handling, offered \$2,000 trade-in value. Hyster forklift is non-compliant and nonoperational (38-Years old).

PREPARED BY:

RECOMMENDED DISPOSITION:
PUBLIC SALE PRIVATE SALE

APPROVED BY:

ORG.
CODE

DISPOSAL _____

*U/M = UNIT OF MEASURE

NO NET SCRAP VALUE \$2,000 (Trade-In Value)

**AUTHORIZATION
TO PROCEED:**

DATE: 9/30/19

(GENERAL MANAGER)

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



TOYOTA
MATERIAL HANDLING
NORTHERN CALIFORNIA

Toyota Material Handling Northern California
6999 Southfront Rd
Livermore, CA 94551-8221
Phone: 510-675-0500
Fax: 510-675-0400
www.tmhnc.com

July 18, 2019

Anthony Allegra
Northern California Power Agency
12000 Ridge Rd
Middletown, CA 95461-9585

Dear Anthony:

We are pleased to submit the attached Toyota Internal Combustion Lift Truck quotation for your review and approval.




As an authorized Toyota dealer, Toyota Material Handling Northern California can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Bill Parks
Sales Representative
Phone: 510-675-0500
Fax: 510-476-5988
E-mail: bparks@tmhnc.com

		\$2,000 REBATE WITH TRADE-IN		SAVE NOW
<small>*Program ends July 31, 2019. Applicable on electric and internal combustion counter-balanced models, order pickers and reach trucks. Rebate does not apply to Toyota or Raymond products. Certain conditions apply. For more information visit: ToyotaForklift.com/trade-in-rebate</small>				

encl



TOYOTA MATERIAL HANDLING NORTHERN CALIFORNIA

Toyota Material Handling Northern California
6999 Southfront Rd
Livermore, CA 94551-8221
Phone: 510-675-0500
Fax: 510-675-0400
www.tmhnc.com

To: Northern California Power Agency
12000 Ridge Rd
Middletown, CA 95461-9585
Attn: Anthony Allegra

Date: July 18, 2019
Our Ref: 40869013
Phone: 707-987-4044
Fax: 707-987-4039

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 8FG70U, Internal Combustion Lift Truck, quality engineered with the following specification:

- Pneumatic Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment, and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Mast Function Controller (AMC):** Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.

2-SPEED AUTOMATIC (POWERSHIFT) TRANSMISSION

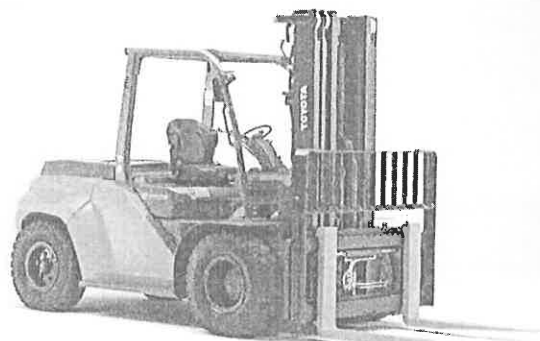
A standard 2-speed automatic transmission with 2 forward and 2 reverse gears provides superior torque, gradeability and acceleration to get the job done. Designed by Toyota engineers, this electronically controlled transmission passed 120 testing parameters to ensure it can meet the rigorous demands of your application. A standard 1st gear lock switch on the left-hand side of the steering column also allows the operator to lock the transmission in 1st gear when needed.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

FULL FLOATING PLANETARY DRIVE AXLE

Your Toyota lift truck is outfitted with a rugged planetary drive axle. This planetary drive axle decreases the torsional stresses commonly experienced with power shifting, resulting in greater durability, reliability, which results in



Models 8FD70U Shown

Photo may portray optional equipment not included in your quotation.

increased uptime.

<i>Mast</i>	2-Stage (V) mast with limited free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications: Maximum Fork Height - 219" Overall Lowered Height - 150.0" (Overhead Guard Height - 90.90") Free Lift - 4.9" with standard Load Backrest
--------------------	--

<i>Lifting Capacity</i>	Base Model Capacity - 15,500 lbs. @ 24" load center Actual Capacity, based on quoted specifications, - 13,200 lbs. @24" load center to 219" MFH <i>Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.</i>
<i>Carriage</i>	Wide Carriage Class IV - 67"
<i>Forks</i>	Forks 72" x 6" x 2.6" Pin Type
<i>Load Backrest</i>	54" High Load Backrest
<i>Attachments</i>	Rightline 67" Integral Pin Type Sideshifting Fork Positioner (Includes 4 Way Valve with 3rd & 4th Function Hosing)
<i>Speeds</i>	Travel Speed: 13 mph Lift Speed: 87 fpm
<i>Engine</i>	Toyota 3.7L 1FS 4 cylinder Industrial Engine Overhead valve (OHV) Distributor less ignition system Net Horsepower Rating: 93 @ 2550 rpm SAE HP Net Torque Rating: 200 @ 1600 rpm SAE ft-lb
<i>Transmission</i>	2-Speed Automatic (Powershift) Transmission 2 speed forward, 2 speed reverse standard.
<i>Steering</i>	Load Sensing Hydrostatic Power Steering with Tilt Steering Column
<i>Wheels and Tires</i>	Front Tires: 8.25-15-14PR (Pneumatic, Dual Drive) Rear Tires: 8.25-15-14PR (Pneumatic)

Additional Equipment

- Adjustable Volume Back-up Alarm (Smart Alarm)
- Rear View Mirrors (Left & Right Sides)
- Strobe Light - Yellow
- Rear Combination Lights
- LED Headlights
- Steering Wheel with Knob
- Orange Seat Belt
- Multifunction Digital Display with Self-Diagnostics
- Rear Assist Grip with Horn Button
- Fire Extinguisher (Mounted on rear Overhead Guard Leg)
- UL Approved Model Type "LP"
- LPG Tank
- Install Mast

Other Outstanding Toyota Features

- EPA/CARB Certified Engine
- Operator Presence Sensing System (OPSS)
- Dual Action Hand Parking Brake
- Adjustable Headlights with Guards
- Electronic Shift Control
- Electronic Speed Control
- Fully Insulated Stamped Steel Engine Hood
- Low Entry Step Height
- Dual Operator Assist Grips
- Dash Integrated Pen/Pencil/Cup Holder
- Durable Rubber Floor Mat
- High Visibility Overhead Guard

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
 36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.

Investment	Price-Toyota Model 8FG70U as specified above:	\$64,677	Each
	Trade In: Hyster H130F	(\$2,000)	
	Net Price:	\$62,677	Each
		Plus tax	

**Financing and
Maintenance**

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

1. **76-month Lease.** Total monthly payments of **\$767.95** plus applicable taxes. First payment is due in advance.

Usage Hours: 1200 per Year

Quantity: _____ Initial Selected Option _____

**Terms and
Conditions**

Payment: COD or Financed
Delivery: Will advise at time of order

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval

Performance and specifications stated are based on specific testing and operating conditions.

Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

This Quotation {Order} is subject to TMHNC's GENERAL TERMS AND CONDITIONS, Form GTC Pub 0001 03-9-2007 Rev B;

This quotation is valid for (30) days

Sincerely,
Toyota Material Handling Northern California

Accepted:
Northern California Power Agency

Cash Price \$ _____

Financed Payment \$ _____ Per Month _____ Months

By: WC Parks

Name: Bill Parks

Title: Sales Representative

By: NCPA

Name: ANTHONY ALLEGRA

Title: COMPLIANCE MANAGER

Date: 8/27/2019



Commission Staff Report

September 15, 2020

COMMISSION MEETING DATE: September 25, 2020

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

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

BACKGROUND:

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

DISCUSSION:

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

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

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

FISCAL IMPACT:

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

ENVIRONMENTAL ANALYSIS:

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

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

COMMITTEE REVIEW:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

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

RESOLUTION 20-50

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

(reference Staff Report #168:20)

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

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

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

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

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

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

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

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

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

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

AMENDMENT 5

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

WITH

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

AND
CENTRAL VALLEY PROJECT CUSTOMERS

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

AMENDMENT 5

TO THE

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

WITH

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

AND

CENTRAL VALLEY PROJECT CUSTOMERS

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
1.	Preamble	1
2.	Explanatory Recitals	1
3.	Agreement	2
4.	Term of Amendment	2
5.	Modification of Section 10 (Governance Board) of the Agreement for the Funding of Operation and Maintenance for CVP Facilities	2
6.	Agreement for the Funding of Operation and Maintenance for CVP Facilities to Remain in Effect	4-18
7.	Authority to Execute	4-18

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

AMENDMENT 5

TO THE

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

WITH

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

AND

CENTRAL VALLEY PROJECT CUSTOMERS

1. PREAMBLE:

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

2. EXPLANATORY RECITALS:

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

///

///

///

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 ///

1 **7. AUTHORITY TO EXECUTE:**

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

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

10 This Amendment may be executed in any number of counterparts and, upon execution
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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 WESTERN AREA POWER ADMINISTRATION

21 By: _____

22 Sonja A. Anderson

23 Title: _____

 Sierra Nevada Region

24 Address: _____

25 Folsom, CA 95630

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

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Title: _____

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BYRON-BETHANY IRRIGATION DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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19 executed the day and year first above written.

20
21 EASTSIDE POWER AUTHORITY

22
23 By: _____

24 Attest: _____ Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

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20

21 LASSEN MUNICIPAL UTILITY DISTRICT

22
23 By:_____

24 Attest: Title:_____

25 By:_____ Address:_____

26 Title:_____ _____
27
28

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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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CITY OF ROSEVILLE

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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20
21 CITY OF SANTA CLARA
22 DBA SILICON VALLEY POWER

23 By: _____

24 Attest: Title: _____

25 By: _____ Address: _____

26 Title: _____ _____

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TRINITY PUBLIC UTILITIES DISTRICT

By: _____

Attest: _____ Title: _____

By: _____ Address: _____

Title: _____

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TURLOCK IRRIGATION DISTRICT

By: _____

Attest:

Title: _____

By: _____

Address: _____

Title: _____

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Title: _____



Commission Staff Report

September 15, 2020

COMMISSION MEETING DATE: September 25, 2020

SUBJECT: Approval of Second Amendment to the Funding Agreement for Energy Efficiency Services.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JCC</i>	METHOD OF SELECTION:
	AGM, L&R Affairs	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input checked="" 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 checked="" type="checkbox"/>	Port of Oakland	<input checked="" type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>	Truckee Donner PUD	<input checked="" 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:

Authorize the Northern California Power Agency (NCPA) General Manager or his designee to execute a Second Amendment to the existing Funding Agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) to increase the total not-to-exceed amount by \$185,500, of which NCPA will be responsible for payment of \$31,058.78.

BACKGROUND:

Under the Agreement, CMUA is administering a joint contracting and cost sharing opportunity for members of CMUA, NCPA, and SCPPA, collectively referred to hereinafter as "CA POU's." The Agreement is with Energy Platforms, LLC (EP) for the development and maintenance of a demand side management cost-effectiveness tool and reporting platform. NCPA approved participation in the Agreement under Resolution 18-57 on July 26, 2018. The original contract was not-to-exceed \$827,600 and NCPA's share of this amount was \$213,309. On December 1, 2019, the Agreement was amended to increase the budget by \$275,500 so that EP could improve and enhance the cost-effectiveness tool in response to requests from various participating CA POU's. NCPA approved the additional costs in the First Amendment under Resolution 19-112 on December 5, 2019.

Subsequently, CMUA, NCPA, and SCPPA have agreed to further increase the budget by \$185,500 for EP to perform additional services under the Agreement. This decision was driven by a vote of participating CA POU's in August 2020. The Member-requested enhancements to the CET/RP will expedite use of the model and improve the analytical capabilities of CA POU's. Further, the enhancements will improve the ability of CMUA, NCPA, and SCPPA to prepare the annual energy efficiency report for submittal in March 2021 and in future years. The total additional cost to NCPA is \$31,058.78, which increases the not-to-exceed total for NCPA's share to \$315,371.77.

FISCAL IMPACT:

No fiscal impact to NCPA. The expense for each additional upgrade will be shared only by those POU's that agreed to fund the specific upgrade, and then divided between participants based on the same "50/50" split that was used in the original cost allocation under Resolution 18-57, with 50% of program costs divided equally among participating POU's and the remaining 50% of costs split among each POU's based on their respective percentage of cumulative load from calendar year 2016.

SELECTION PROCESS:

CMUA, NCPA, and SCPPA collaborated to issue and administer a competitive solicitation for professional and technical services in 2017-2018, to develop an energy efficiency database tool that would calculate the cost-effectiveness of energy efficiency demand reduction measures and programs, and to summarize and report program expenditures, energy savings, and demand reductions in order to report this information to the CEC and other regulatory agencies.

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 will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on September 22, 2020.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution No. 20-63
- Second Amendment to CMUA Funding Agreement for Energy Efficiency Services
- First Amendment to CMUA Funding Agreement for Energy Efficiency Services
- Original CMUA Funding Agreement for Energy Efficiency Services

RESOLUTION 20-63

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A SECOND AMENDMENT TO THE FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES WITH THE CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION AND THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

(Staff Report #190:20)

WHEREAS, the Northern California Power Agency (NCPA) has previously collaborated with the California Municipal Utilities Association (CMUA) and the Southern California Public Power Authority (SCPPA) on the development of a demand side management cost-effectiveness tool and reporting platform; and

WHEREAS, NCPA, CMUA, and SCPPA jointly released a competitive solicitation (Request for Proposal) for the selection of a consultant to develop a web-based application to replace the previous Excel-based spreadsheet tool; and

WHEREAS, NCPA, CMUA, and SCPPA selected Energy Platforms, LLC through a competitive solicitation to develop the web-based cost-effectiveness tool and reporting platform; and

WHEREAS, CMUA executed a consulting services agreement with Energy Platforms, LLC to develop a web-based cost-effectiveness tool and reporting platform for use by the electric utility members of CMUA, NCPA, and SCPPA, for an amount not-to-exceed \$827,600 over the five-year term of the agreement; and

WHEREAS, NCPA has agreed under the existing Agreement to pay its proportionate share of 25.774% of the original cost of services provided under the Agreement; and

WHEREAS, CMUA, NCPA, and SCPPA amended the Agreement in December 2019 to further enhance the web-based cost-effectiveness tool and reporting platform at a cost of \$275,500, in order to improve the analytical capabilities of the system and ensure that the reports generated will meet statutory and regulatory requirements; and

WHEREAS, the electric utility members of CMUA, NCPA, and SCPPA collectively agree to jointly fund a second series of improvements to the web-based cost-effectiveness tool and reporting platform in 2020 at a cost of \$185,500, based on member requests; and

WHEREAS, NCPA has agreed to pay 16.74% of the additional cost of services provided under the Second Amendment to the Agreement, not to exceed \$31,058.78; 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 adopts the recommendation to approve and authorize execution of a second amendment to the Funding Agreement for Energy Efficiency Services with the California Municipal Utilities Association and Southern California Public Power Authority, for which NCPA's share of the additional costs shall not exceed \$31,058.78, for enhancements to the cost-effectiveness tool and reporting platform.

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

SECOND AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Second Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated as of _____, 2020 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") as of September 25, 2018, and as amended on December 1, 2019, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed one-million one-hundred three thousand one hundred dollars (\$1,103,100)**, and which included a cost allocation among the Parties.

WHEREAS, CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$185,500 to a total of **not to exceed one-million two-hundred eighty-eight thousand six hundred dollars (\$1,288,600.00)**;

WHEREAS, CMUA, NCPA, and SCPPA desire to further amend the Agreement to modify the total not to exceed amount and to increase the cost allocation amounts for each Party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "RETAINER OF CONSULTANT," shall be amended to increase the not to exceed amount to \$1,288,600.00.
2. Section 1.2 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each Party as follows:
 - CMUA shall be responsible for **36.40% of the increased cost of services** provided under this Second Amendment to the CSA, or **sixty-seven thousand, five hundred thirteen dollars and seventy-six cents (\$67,513.76)**, for a total cost of services provided under the CSA and total payments not to exceed **four-hundred six thousand, six hundred ninety-four dollars and ninety-five cents (\$406,694.95)**.
 - NCPA shall be responsible for **16.74% of the increased cost of services** provided under this Second Amendment to the CSA, or **thirty-one thousand fifty-eight dollars and seventy-eight cents (\$31,058.78)**, for a total cost of services provided under the CSA and total payments not to exceed **three-**

hundred fifteen thousand three hundred seventy-one dollars and seventy-seven cents (\$315,371.77).

- SCPPA shall be responsible for **46.86% of the increased cost of services** provided under this Second Amendment to the CSA, or **eighty-six thousand nine hundred twenty-seven dollars and forty-six cents (\$86,927.46)**, for a total cost of services provided under the CSA and total payments not to exceed **five-hundred sixty-six thousand five hundred thirty-three dollars and twenty-eight cents (\$566,533.28).**

Except as expressly provided in this Second Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Second Amendment, this Second Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association

BARRY MOLINE
Executive Director

Southern California Public Power Authority

Approved as to legal form and
content:

RICHARD J. MORILLO
General Counsel

MICHAEL S. WEBSTER
Executive Director

Northern California Power Agency

Approved as to legal form and content:

JANE E. LUCKHARDT
General Counsel

RANDY S. HOWARD
General Manager

AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated for convenience, December 1, 2019 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") on or about November 10, 2018, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount not to exceed eight-hundred twenty-seven thousand six hundred dollars (\$827,600) and a cost allocation of the following:

- CMUA was responsible for 30.748% of the total cost of services provided under the CSA, and total payments not exceed two-hundred fifty-four thousand four hundred sixty-seven dollars (\$254,467).
- NCPA was responsible for 25.774% of the total cost of services provided under the CSA, and total payments not exceed two-hundred thirteen thousand three hundred nine dollars (\$213,309).
- SCPPA was responsible for 43.478% of the total cost of services provided under the CSA, and total payments not exceed three-hundred fifty-nine thousand eight hundred twenty-four dollars (\$359,824).

WHEREAS, CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$275,500 to a total of \$1,103,100.

WHEREAS, CMUA, NCPA, and SCPPA desire to amend the Agreement to modify the total not to exceed amount, maintain the cost allocation percentages as originally agreed upon by all Parties and increase the respective not to exceed amounts for each party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "Retainer of Consultant," shall be amended to increase the not to exceed amount to \$1,103,100.
2. Section 1.3 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each party as follows:
 - CMUA shall be responsible 30.748% total cost of services provided under the CSA, and total payments not to exceed three-hundred thirty-nine thousand, one hundred, eighty-one dollars, and nineteen cents (\$339,181.19);
 - NCPA shall be responsible 25.774% total cost of services provided under the CSA, and total payments not to exceed two-hundred eighty-four thousand, three hundred, twelve dollars and ninety-nine cents (\$284,312.99);

- SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not to exceed four-hundred seventy-nine thousand, six hundred five dollars and eighty-two cents \$479,605.82).

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Amendment, this Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association


BARRY MOLINE
Executive Director

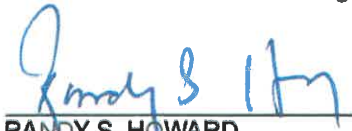
Southern California Public Power Authority

MICHAEL S. WEBSTER
Executive Director

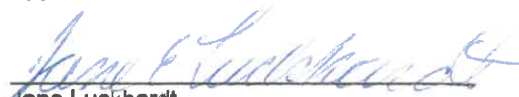
Approved as to form:

Richard J. Morillo
General Counsel

Northern California Power Agency


RANDY S. HOWARD
General Manager

Approved as to form:


Jane Luckhardt
General Counsel

- SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not to exceed four-hundred seventy-nine thousand, six hundred five dollars and eighty-two cents (\$479,805.82).

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Amendment, this Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association



BARRY MOLINE
Executive Director

Southern California Public Power Authority



MICHAEL S. WEBSTER
Executive Director

Approved as to form:



Richard J. Morillo
General Counsel

Northern California Power Agency

RANDY S. HOWARD
General Manager

Approved as to form:

Jane Luckhardt
General Counsel

FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This agreement ("Agreement") is dated as of September 25, 2018, ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, each of the Parties is a membership organization consisting of publicly owned utilities, many of which operate an electric utility; and

WHEREAS, certain of the member utilities of the Parties ("Participants") are engaged in the planning, development, and administration of energy efficiency incentive programs for their respective retail electric customers; and

WHEREAS, the Participants have a need for professional and technical services to develop (1) an energy efficiency cost-effectiveness tool ("CET") and (2) an energy efficiency reporting platform ("RP") to improve Participants' tracking and evaluation of program performance and to support Participants' compliance with mandatory state and federal reporting requirements; and

WHEREAS, the Parties desire to jointly retain Energy Platforms, LLC ("Consultant") to develop the CET and RP that can be utilized by the Participants, and to share the costs of developing the CET and RP; and

WHEREAS, the Consultant is qualified and capable of providing consulting services for developing the CET and RP, and the Consultant is willing to provide such services at a price **NOT TO EXCEED eight-hundred twenty-seven thousand six hundred dollars (\$827,600)**, including all costs; and

WHEREAS, CMUA is willing to retain Consultant to provide the services, with the costs of such services to be shared by each of the Parties as specified in this Agreement so that the CET and RP will be available for use by each of the Parties and their respective Participants.

NOW, THEREFORE the Parties agree as follows:

Section 1. RETAINER OF CONSULTANT. CMUA agrees to enter into a consultant services agreement (the "CSA") with Consultant, in an amount not to exceed **eight-hundred twenty-seven thousand six hundred dollars (\$827,600)**. Pursuant to the CSA, Consultant will develop and deliver the CET and RP to CMUA as more fully described in the CSA. Upon delivery of the CET and RP to CMUA, CMUA shall promptly provide access to SCPPA and NCPA for use by their respective Participants.

- 1.1 **Term of Agreement.** The term of this agreement shall begin on the Effective Date and shall end when the CSA with the Consultant ends, or no later than five (5) years from the Effective Date, whichever is shorter.
- 1.2 **Cost Allocation.** Pursuant to Section 3, Parties are responsible for a share of the cost of services provided under the CSA as follows:
- a. CMUA shall be responsible 30.748% total cost of services provided under the CSA, and total payments not exceed two-hundred fifty-four thousand four hundred sixty-seven dollars (\$254,467).
 - b. NCPA shall be responsible 25.774% total cost of services provided under the CSA, and total payments not exceed two-hundred thirteen thousand three hundred nine dollars (\$213,309).
 - c. SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not exceed three-hundred fifty-nine thousand eight hundred twenty-four dollars (\$359,824).
- 1.3 **Administration of CSA.** CMUA shall be responsible for the administration of the CSA.

Section 2. AUTHORIZED REPRESENTATIVES. Any notices to the Parties, and all invoices and payments shall be sent to the following Authorized Representatives of the Parties:

Barry Moline
Executive Director
California Municipal Utilities Association
915 L Street, Suite 1460
Sacramento, CA 95814

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95568

Mike Webster
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

Any Party may modify the name of its Authorized Representative or its address by sending written notice to the other Parties.

Section 3. PAYMENT. The Parties agree that costs of services provided under the CSA

shall be shared by the Parties on a 50% equal share, 50% proportional share of total energy consumption basis:

Org	Entity	2016 Sales (GWh)	2016 Sales (%)	Sales (\$)	Equal Share (\$)	Not To Exceed (\$)	Cost Share (%)
CMUA	Sacramento	10,421.1	17.16%	\$ 71,011	\$ 10,610	\$ 81,622	9.86%
CMUA	Modesto	2,503.1	4.12%	\$ 17,057	\$ 10,610	\$ 27,667	3.34%
CMUA	Turlock	2,000.3	3.29%	\$ 13,630	\$ 10,610	\$ 24,241	2.93%
CMUA	San Francisco	970.9	1.60%	\$ 6,616	\$ 10,610	\$ 17,226	2.08%
CMUA	Merced	476.9	0.79%	\$ 3,250	\$ 10,610	\$ 13,860	1.67%
CMUA	Moreno Valley	192.6	0.32%	\$ 1,313	\$ 10,610	\$ 11,923	1.44%
CMUA	Lassen	130.6	0.22%	\$ 890	\$ 10,610	\$ 11,500	1.39%
CMUA	Trinity	108.7	0.18%	\$ 741	\$ 10,610	\$ 11,351	1.37%
CMUA	Victorville	89.0	0.15%	\$ 607	\$ 10,610	\$ 11,217	1.36%
CMUA	Corona	78.6	0.13%	\$ 536	\$ 10,610	\$ 11,146	1.35%
CMUA	Rancho Cucamonga	73.0	0.12%	\$ 497	\$ 10,610	\$ 11,108	1.34%
CMUA	Needles	35.9	0.06%	\$ 244	\$ 10,610	\$ 10,855	1.31%
CMUA	Pittsburg	20.9	0.03%	\$ 142	\$ 10,610	\$ 10,752	1.30%
NCPA	Santa Clara	3,425.8	5.64%	\$ 23,344	\$ 10,610	\$ 33,954	4.10%
NCPA	Roseville	1,179.0	1.94%	\$ 8,034	\$ 10,610	\$ 18,644	2.25%
NCPA	Palo Alto	914.7	1.51%	\$ 6,233	\$ 10,610	\$ 16,844	2.04%
NCPA	Redding	742.9	1.22%	\$ 5,062	\$ 10,610	\$ 15,672	1.89%
NCPA	Lodi	426.2	0.70%	\$ 2,904	\$ 10,610	\$ 13,515	1.63%
NCPA	Alameda	341.8	0.56%	\$ 2,329	\$ 10,610	\$ 12,940	1.56%
NCPA	Shasta Lake	195.6	0.32%	\$ 1,333	\$ 10,610	\$ 11,943	1.44%
NCPA	Truckee Donner	151.5	0.25%	\$ 1,033	\$ 10,610	\$ 11,643	1.41%
NCPA	Plumas-Sierra	144.5	0.24%	\$ 985	\$ 10,610	\$ 11,595	1.40%
NCPA	Lompoc	131.5	0.22%	\$ 896	\$ 10,610	\$ 11,506	1.39%
NCPA	Ukiah	106.7	0.18%	\$ 727	\$ 10,610	\$ 11,338	1.37%
NCPA	Healdsburg	75.3	0.12%	\$ 513	\$ 10,610	\$ 11,123	1.34%
NCPA	Port of Oakland	61.3	0.10%	\$ 418	\$ 10,610	\$ 11,028	1.33%
NCPA	Gridley	34.2	0.06%	\$ 233	\$ 10,610	\$ 10,843	1.31%
NCPA	Biggs	16.2	0.03%	\$ 111	\$ 10,610	\$ 10,721	1.30%
SCPPA	Los Angeles	22,666.3	37.33%	\$ 154,452	\$ 10,610	\$ 165,062	19.94%
SCPPA	Imperial	3,385.5	5.58%	\$ 23,070	\$ 10,610	\$ 33,680	4.07%
SCPPA	Anaheim	2,356.3	3.88%	\$ 16,056	\$ 10,610	\$ 26,666	3.22%
SCPPA	Riverside	2,182.8	3.59%	\$ 14,874	\$ 10,610	\$ 25,484	3.08%
SCPPA	Vernon	1,109.0	1.83%	\$ 7,557	\$ 10,610	\$ 18,167	2.20%
SCPPA	Burbank	1,095.9	1.80%	\$ 7,468	\$ 10,610	\$ 18,078	2.18%
SCPPA	Pasadena	1,070.9	1.76%	\$ 7,298	\$ 10,610	\$ 17,908	2.16%
SCPPA	Glendale	1,065.5	1.75%	\$ 7,261	\$ 10,610	\$ 17,871	2.16%
SCPPA	Colton	352.9	0.58%	\$ 2,405	\$ 10,610	\$ 13,015	1.57%
SCPPA	Azusa	253.7	0.42%	\$ 1,729	\$ 10,610	\$ 12,339	1.49%
SCPPA	Banning	138.4	0.23%	\$ 943	\$ 10,610	\$ 11,553	1.40%

3.1 Invoices. Upon receipt of any invoice from the Consultant, CMUA shall forward a copy

of the invoice to NCPA and SCPPA who shall, within thirty (30) days of receipt, pay their share of the invoice or otherwise make restitution of their respective share of the invoice to CMUA. CMUA as counterparty to the CSA with the Consultant will be responsible for payment to the Consultant. Notwithstanding the foregoing, payments by NCPA and SCPPA are subject to the limitations established in Subsection 1.2.

- 3.2 Recovery of Costs from Participants.** Each Party shall be responsible for the recovery of any costs for which it is responsible under this Agreement from those Participants who are members of that Party.
- 3.3 Non-Responsibility for Costs Incurred by Other Parties.** The obligations incurred by the Parties under this Agreement are severable, and not joint. No Party shall be responsible for the costs incurred under the CSA for services to Participants who are not identified in this Section 3 as the responsibility of that Party.

Section 4. MISCELLANEOUS PROVISIONS.

- 4.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Successor and Assigns.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.
- 4.6 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

4.7 Alternative Dispute Resolution. The Parties shall attempt to resolve disputes arising under this Agreement in a fair and reasonable manner by discussions among their respective Authorized Representatives. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

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

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

4.7.3 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.

4.7.4 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.

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

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

4.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, the Participants are not third party beneficiaries.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association


BARRY MOLINE
Executive Director

Northern California Power Agency


RANDY S. HOWARD
General Manager

Approved as to form:


General Counsel

Southern California Public Power Authority


MICHAEL WEBSTER
Executive Director

Approved as to form:


~~General Counsel~~ Senior Assistant General Counsel



Request for Proposal (RFP) LR1802
Demand Side Management (DSM) Program Services

ADDENDUM 1: Response to Questions

Version Dated: September 11, 2018

The following responses are to questions NCPA received from prospective respondents regarding RFP 1804 for DSM Program Services.

- 1. Section 3.4 states the deadline to submit questions or comments regarding the RFP must be put in writing and received by 1:00 pm on Wednesday, October 3, 2018, but the Tentative Timeline under Section 4 notes the deadline for questions, clarifications is September 12.***

The deadline for questions or comments regarding the RFP is September 12, 2018. NCPA, at its discretion, may elect to respond to inquiries received after the date. Any response to an inquiry received after September 12 will be communicated via email to all recipients as an addendum, which will also be posted on the NCPA website.

- 2. Is this RFP a rebid of an existing contract or a new scope of work without an incumbent evaluator?***

The RFP is a new scope of work without an incumbent.

- 3. Does NCPA intend to award work to more than one vendor per scope item (e.g. EM&V and Technical Advisory Services)?***

NCPA does intend to select multiple vendors, for both EM&V and Technical Advisory Services, and execute enabling agreements with each selected vendor.

- 4. If a vendor is awarded work through this RFP will they contract directly with NCPA, or will NCPA members have the opportunity to work with the awarded vendor to create individual scopes and agreements?***

The enabling agreement will be the vehicle through which a NCPA Member will be able to work with a vendor on setting the scope for their specific needs. A NCPA Member will reach out to a vendor to define the scope of work, consistent with the broader umbrella

scope of the enabling agreement. The NCPA Member will then request NCPA to issue a purchase order to the vendor for the NCPA Member's requested services. The vendor will have the opportunity to review and confirm the purchase order, after which the vendor will work directly with the NCPA Member on the provision of services. Vendor will invoice NCPA for services rendered pursuant to the purchase order, which the NCPA Member will approve prior to NCPA payment of the invoice.

Instead of a vendor having to execute separate agreements with each NCPA Member, which can take months for individual NCPA Member governing boards to approve, the enabling agreement/purchase order process expedites procurement process for both NCPA Members and selected vendors.

- 5. *If a bidder wants to submit proposals on both categories of the RFP, EM&V and Technical Advisory Services, would it be acceptable or desired by NCPA to combine the responses into one document and not duplicate materials that are common to both categories components, such as respondent profile, cost sheet and rates, etc.; or would NCPA prefer two totally separate proposals?***

NCPA encourages a combined response for EM&V and Technical Advisory Services, if a respondent's proposal is for both categories. It is not necessary to duplicate materials that are common to both categories components.

- 6. *Item 5.8 requires submission of a not-to-exceed amount. Because the RFP does not specify a given scope for either category of service, what scope should the bidder consider in providing this dollar amount?***

A not-to-exceed amount is not required component of the response or proposal.

This Addendum 1 shall become part of the RFP and shall be acknowledged by the Proposer in its bid submission.

—END OF ADDENDUM 1—



Commission Staff Report

Date: September 16, 2020

COMMISSION MEETING DATE: September 25, 2020

SUBJECT: Northwest Industrial Engine and Compressor Company – Five Year Multi-Task General Services Agreement for Inspection and 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>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"/>
<i>If other, please specify</i>		
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RECOMMENDATION:

Approve Resolution 20-64 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Northwest Industrial Engine and Compressor Company for inspection and 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:

Inspection and maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. NCPA had a previous agreement in place with Northwest Industrial Engine and Compressor Company, which is expiring. NCPA has used this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement to establish terms and conditions should this vendor be the successful bidder on future projects. NCPA has existing agreements in place with Cisco Air Systems, EthosEnergy, KSB, Inc. and Sulzer Turbo Services Houston, Inc. 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 September 2, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on September 14, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Northwest Industrial Engine and Compressor Company

RESOLUTION 20-64

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH NORTHWEST
INDUSTRIAL ENGINE AND COMPRESSOR COMPANY**

(reference Staff Report #191:20)

WHEREAS, inspection and 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, Northwest Industrial Engine and Compressor Company is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Northwest Industrial Engine and Compressor Company 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 Northwest Industrial Engine and Compressor Company, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for inspection and 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
NORTHWEST INDUSTRIAL ENGINE AND COMPRESSOR COMPANY**

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 Northwest Industrial Engine and Compressor Company, a sole proprietorship with its office located at 525 Delano Drive, Oakdale, CA 95361 ("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. 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.
- 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:

Northwest Industrial Engine and Compressor Company
Attention: Gavin "Deon" Yates
P.O. Box 737
Riverbank, CA 95367

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

NORTHWEST INDUSTRIAL ENGINE AND
COMPRESSOR COMPANY

Date _____

Date _____

RANDY S. HOWARD,
General Manager

GAVIN D. YATES,
Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Northwest Industrial Engine and Compressor Company ("Contractor") shall provide engine, compressor, pump and turbine maintenance and inspection 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:

- Inspections and maintenance on engines, compressors, pumps and turbines

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:

<u>PREVAILING WAGE RATES</u>	<u>Straight Time</u>	<u>Overtime</u>	<u>Double Time</u>	<u>Travel Time</u>
Foreman	\$140.00	\$210.00	\$280.00	\$140.00
Journeyman	\$135.00	\$202.00	\$270.00	\$135.00
Apprentice	\$110.00	\$165.00	\$210.00	\$110.00
General Foreman/Sup	\$150.00	\$225.00	\$300.00	\$150.00
Truck & Tool	\$25.00	\$25.00	\$25.00	
Subsistence - Per Day	\$160.00	Per Person		
Mileage Fuel Surcharge	\$ 0.75	Per Mile		
Laser Alignment Tooling	\$250.00	Per Day		

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

Northwest Industrial Engine and Compressor Company

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

September 15, 2020

COMMISSION MEETING DATE: September 25, 2020

SUBJECT: Approval of Services Agreement with Sonoma Clean Power Authority

AGENDA CATEGORY: Discussion/Action

FROM: Tony Zimmer

22

METHOD OF SELECTION:

AGM, Power Management

N/A

Division: Power Management

If other, please describe:

Department: Power Management

IMPACTED MEMBERS:

All Members ☒

City of Lodi ☐

City of Shasta Lake ☐

Alameda Municipal Power ☐

City of Lompoc ☐

City of Ukiah ☐

**San Francisco Bay Area
Rapid Transit** ☐

City of Palo Alto ☐

Plumas-Sierra REC ☐

City of Biggs ☐

City of Redding ☐

Port of Oakland ☐

City of Gridley ☐

City of Roseville ☐

Truckee Donner PUD ☐

City of Healdsburg ☐

City of Santa Clara ☐

Other ☐

If other, please specify

RECOMMENDATION:

Staff recommends the Northern California Power Agency (NCPA) Commission adopt Resolution 20-65 approving the Services Agreement between NCPA and Sonoma Clean Power Authority (SCP), pursuant to which NCPA will supply scheduling coordinator services to SCP, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel. Staff also recommends that the Commission authorize NCPA's General Manager to execute the Services Agreement on behalf of NCPA.

BACKGROUND:

In response to a competitive solicitation process conducted by SCP, through which SCP sought offers for the provision of scheduling coordinator services, NCPA submitted a responsive proposal to supply certain scheduling coordinator services to SCP. In response to the proposal offered by NCPA, SCP informed NCPA that it has been selected as SCP's preferred services provider.

DISCUSSION:

As a result of NCPA being selected as SCP's preferred services provider, NCPA staff, working in conjunction with SCP staff, has developed a Services Agreement pursuant to which NCPA will supply certain scheduling coordinator services to SCP. The term of the Services Agreement will begin on January 1, 2021, and will continue for a period of three (3) calendar years. The services NCPA will supply to SCP include, but are not limited to, development and submission of bids and schedules into the CAISO markets, outage coordination, settlement validation and processing, data management and reporting, and short-term load forecasting. As set forth in the Services Agreement, SCP will be scheduled in a child SCID within NCPA's scheduling coordinator portfolio, and SCP will be required to post security with NCPA to collateralize its CAISO market transactions. NCPA's liability for the provision of services is limited to select data processing activities, and in such case NCPA's liability is limited to the costs for services as stated in the Services Agreement in the event of NCPA's active negligence.

FISCAL IMPACT:

In consideration for the services received from NCPA, SCP will pay Two Hundred Five Thousand Dollars (\$205,000.00) for each annual period during the term of the Services Agreement. Costs and revenues associated with the development and administration of the Services Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on September 2, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: 2

- Resolution 20-65
- Services Agreement

RESOLUTION 20-65

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING SERVICES AGREEMENT WITH SONOMA CLEAN POWER AUTHORITY

(reference Staff Report #192:20)

WHEREAS, in response to a competitive solicitation process conducted by Sonoma Clean Power Authority (SCP), through which SCP sought offers for the provision of scheduling coordinator services, Northern California Power Agency (NCPA) submitted a responsive proposal to supply certain scheduling coordinator services to SCP; and

WHEREAS, in response to the proposal offered by NCPA, SCP informed NCPA that it has been selected as SCP's preferred services provider; and

WHEREAS, as a result of NCPA being selected as SCP's preferred services provider, NCPA staff, working in conjunction with SCP staff, has developed a Services Agreement pursuant to which NCPA will supply certain scheduling coordinator services to SCP; and

WHEREAS, the term of the Services Agreement will begin on January 1, 2021, and will continue for a period of three (3) calendar years; and

WHEREAS, the services NCPA will supply to SCP include, but are not limited to, development and submission of bids and schedules into the CAISO markets, outage coordination, settlement validation and processing, data management and reporting, and short-term load forecasting; and

WHEREAS, as set forth in the Services Agreement, SCP will be scheduled in a child SCID within NCPA's scheduling coordinator portfolio, and SCP will be required to post security with NCPA to collateralize its CAISO market transactions; and

WHEREAS, NCPA's liability for the provision of services is limited to select data processing activities, and in such case NCPA's liability is limited to the costs for services as stated in the Services Agreement in the event of NCPA's active negligence; and

WHEREAS, in consideration for the services received from NCPA, SCP will pay Two Hundred Five Thousand Dollars (\$205,000.00) for each annual period during the term of the Services Agreement, and costs and revenues associated with the development and administration of the Services Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency (NCPA) adopts Resolution 20-65 approving the Services Agreement between NCPA and Sonoma Clean Power Authority (SCP), pursuant to which NCPA will supply scheduling coordinator services to SCP, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel. The Commission of NCPA also authorizes NCPA's General Manager to execute the Services Agreement on behalf of NCPA.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

SERVICES AGREEMENT
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SONOMA CLEAN POWER

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This SERVICES AGREEMENT ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and Sonoma Clean Power Authority, a California joint powers authority ("Customer"). NCPA and Customer are together sometimes referred to herein individually as a "Party" and collectively as the "Parties".

This Agreement is made as of _____, 2020 (the "Effective Date").

Section 1. RECITALS

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

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

1.2 Customer is a public agency located within Sonoma County and Mendocino County, and was formed for the purpose of implementing a community choice aggregation program, which has been named Sonoma Clean Power (or "SCP").

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

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

1.5 Customer desires NCPA to provide Services to Customer.

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

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

Section 2. DEFINITIONS

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

2.1.1 “All Resources Bill” means the single, combined monthly bill from NCPA to Customer with respect to the provision of Services to Customer.

2.1.2 “All Resources Bill Payment Calendar” means the schedule that lists the date on which each monthly All Resources Bill will be issued to Customer, and identifies each of the applicable adjustments that will be included in each monthly All Resources Bill. The All Resources Bill Payment Calendar will be posted on the NCPA electronic data portal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.28 “Supplemental Services” shall have the meaning as set forth in Section 4 of Appendix A of this Agreement.

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

2.1.30 “Uncontrollable Force” means an act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement, or from complying with all or a portion of the conditions under this Agreement, if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Subject to the foregoing requirements, “Uncontrollable Forces” may include, without limitation, storm, flood, lightning, earthquake, tsunami, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor dispute, sabotage, war, national emergency, epidemic or pandemic (including COVID-19) and governmental efforts to mitigate the spread thereof, restraint by court or public authority, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other causes beyond the control of the affected Party which such Party could not reasonably have been expected to avoid by exercise of Good Utility Practice, due diligence and foresight.

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

2.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms “herein,” “hereto,” “herewith” and “hereof” are references to this Agreement taken as a whole and not to any particular provision; the term “include,” “includes” or “including” shall mean “including, for example and without limitation;” and references to a “Section,” “subsection,” “clause,” “Appendix,” “Schedule,” or “Exhibit” shall mean a Section, subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to

that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended from time to time, or its successor. A reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a “day” shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

Section 3. PURPOSE OF AGREEMENT

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

Section 4. SERVICES TO BE PROVIDED AND STANDARDS OF PERFORMANCE

4.1 NCPA Duties. NCPA agrees under the terms and conditions of this Agreement to provide services to Customer as fully described in Appendix A hereto (“Services”).

4.2 Customer Duties. In connection with NCPA’s performance of the Services, Customer agrees under the terms and conditions of this Agreement to:

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

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

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

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

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

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

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

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

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

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

Section 5. TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on the Effective Date. The initial term for NCPA's performance of the Services shall begin on January 1, 2021 and continue uninterrupted through December 31, 2024 (the "Initial Term"). At the end of the Initial Term of this Agreement, or any subsequent term of this Agreement, the term of this Agreement shall automatically extend for an additional one (1) year period unless a Party provides written Notice of Termination pursuant to Section 5.2, of its election not to automatically extend the term of the Agreement.

5.2 Termination. This Agreement may be terminated by either Party at the end of the Initial Term, or at the end of any subsequent one (1) year extension, by providing written notice to the other Party at least ninety (90) Calendar Days prior to the end of the current term of the Agreement ("Notice of Termination").

5.3 No Effect on Prior Liabilities. Termination of this Agreement will not terminate any ongoing or un-discharged liabilities, credits or obligations of either Party, including any contingent liabilities, credits or obligations, resulting from this Agreement until they are

satisfied in full, or for which the Party owing the liability has provided a mechanism acceptable to the other Party, for the satisfaction in full thereof.

Section 6. INDEMNITY

6.1 Limitation of Liability.

6.1.1 Except as provided in this Section 6.1, neither NCPA nor Customer shall at any time be liable for any injury or damage occurring to the other or any third person or property from any cause whatsoever arising out of this Agreement, provided, however that each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party, including such Party's respective directors, officers, agents, attorneys, employees and representatives (each an "Indemnified Party" and collectively, the "Indemnified Group"), from and against any and all third party claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of the Indemnifying Party, directors, officers, agents, employees and representatives, to the maximum extent permitted by law. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts, or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

6.1.2 The provisions of Section 6.1.1 shall not apply where the injury or damage occurring to Customer is due to NCPA's failure to perform the Services set forth in Section 1.1.2 of Appendix A, and which failure is caused by the active negligence, willful misconduct or breach of this Agreement by NCPA; provided, however, that any liability under this subsection for NCPA's negligence shall be limited to the total amount of annual compensation paid by Customer to NCPA for a calendar year period in which the injury or damages is incurred, as set forth in Section 7.1.

6.2 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or proceeding covered by or giving rise to the

provisions of this Section 6 (a "Claim"). Such notice will specify, in reasonable detail, the facts known to Indemnified Party regarding the Claim.

Section 7. COMPENSATION

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

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

Section 8. BILLING AND PAYMENT

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

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

portion of the payment into the Security Account and credit such deposit to Customer. Emergency invoices issued and delivered by NCPA pursuant to Section 12.5 shall be due and payable on the date indicated on such invoice, or as indicated in Section 12.5, whichever is later.

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

8.4 Billing Disputes. Customer may dispute the accuracy of any invoice, or any adjustment to an invoice, issued by NCPA under this Agreement by submitting a written dispute to NCPA, within twelve (12) months of the date of such invoice. Notwithstanding the foregoing, Customer shall pay the full amount billed when due for all costs other than amounts invoiced for the Services Fee, and Customer shall pay the full undisputed amount billed when due for the Services Fee. If Customer does not timely question or dispute the accuracy of any invoice in writing, and if NCPA does not identify a discrepancy in the invoice that requires a correction, the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to Customer. If NCPA and Customer fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after Customer has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and Customer fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the dispute resolution procedures set forth in Section 13 of this Agreement. Provided, however, that prior to resorting to alternative dispute resolution procedures, the full amount of the disputed invoice for all costs other than amounts invoiced for the Services Fee must have been paid. Upon resolution of a dispute, the disputed amount shall be paid within five (5) Business days.

8.5 Billing/Settlement Data. NCPA shall make billing and settlement data available to Customer, or its designee, as part of the invoice delivered by NCPA, or upon request. NCPA

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

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

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

Section 9. COOPERATION AND FURTHER ASSURANCES

Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 10. DEFAULTS

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

(i) the failure of Customer to make any payment (other than an emergency addition to the Security Account pursuant to Section 12.5) in full to NCPA when due, where such failure is not cured within ten (10) Business Days following receipt of written notice from NCPA demanding cure;

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

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

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

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

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

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

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

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

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

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

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

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

10.5 Effect of Termination or Suspension.

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

10.5.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA in accordance with Section 10.4 (i), Customer shall pay all reasonable and necessary costs incurred by NCPA as a result of such suspension.

10.5.3 Termination. If this Agreement is terminated by a Party in accordance with Section 10.4 (iii), the Defaulting Party shall pay all reasonable and necessary costs incurred by the other Party as a result of such termination.

Section 11. CAISO SECURITY DEPOSIT AND CREDIT REQUIREMENTS

Except as may otherwise be provided herein, any credit requirements required by the CAISO, including, but not limited to, security, collateral, unsecured credit, or other deposits required by the CAISO, shall be provided by Customer prior to NCPA providing Services under this Agreement, and shall be maintained as may be required thereafter pursuant to the CAISO Tariff. Failure to maintain sufficient credit, security, collateral, unsecured credit, or other deposits may impact NCPA's ability to perform certain Services under this Agreement. NCPA shall maintain a detailed accounting of Customer's credit, security, collateral, unsecured credit or other deposits. Any changes in credit, security, unsecured credit or other deposits required by the CAISO Tariff may be provided by NCPA from Customer's Security Account, and NCPA shall invoice Customer within two (2) Business Days for such required amounts, and will use the funds collected from Customer to fund the Security Account.

Section 12. SECURITY ACCOUNT

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

12.1 Applicability. The requirement for Customer to initially deposit and maintain a Security Account pursuant to Section 12.2 and Section 12.3 is only applicable if NCPA, acting for or on behalf of Customer, is directly responsible for making payments to the CAISO and processing charges and credits invoiced by the CAISO to NCPA, associated with Services provided under this Agreement, including all charges and credits associated with security

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

12.2 Initial Amounts. Prior to NCPA providing Services, Customer shall deposit into a Security Account held by NCPA an amount equal to the lesser of (i) the highest three (3) months of estimated CAISO invoices (including, but not limited to, costs and/or credits for energy, Grid Management Charge fees, operating reserves costs, and regulation capacity costs) for the succeeding twelve (12) months, or (i) One Million Dollars (\$1,000,000.00); provided, however, that such deposit may be satisfied in whole or in part either in cash or through a clean, irrevocable letter of credit satisfactory to the General Manager. NCPA shall maintain a detailed accounting of Customer's deposit in the Security Account. For the purpose of clarity, the estimated CAISO invoice amount, if any, as referred to herein, shall be equal to Customer's Estimated Aggregate Liability (EAL), as defined in the CAISO Tariff.

12.3 Subsequent Deposits. NCPA shall review and revise its estimate of all costs Customer shall be obligated to pay under this Agreement annually, concurrent with the anniversary of the Effective Date of this Agreement. Following such review, NCPA shall determine whether Customer has a sufficient balance in the Security Account. To the extent that Customer's balance in the Security Account is greater than one hundred percent (100%) of the amount required by Section 12.2, NCPA shall credit such amount as soon as practicable to Customer's next monthly invoice. To the extent that Customer's balance in the Security Account is less than one hundred percent (100%) of the amount required by Section 12.2, NCPA shall add such amount as soon as practicable to Customer's next monthly invoice. Credits or additions shall not be made to the extent Customer satisfies these Security Account requirements through the use of a letter of credit, provided that if Customer funds the entire

Security Account with a letter of credit, the amount of the letter of credit shall be adjusted by Customer as necessary in a like manner to assure an amount equal to the amount required by Section 12.2 is available to NCPA.

12.4 Use of Security Account Funds.

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

12.4.2 If funds deposited into the Security Account, or provided through a letter of credit, are used by NCPA to pay any costs it incurs hereunder, NCPA, pursuant to Section 8.5, will maintain a detailed accounting of Customer's shares of funds withdrawn from the Security Account or letter of credit.

12.5 Emergency Additions. In the event that the funds are withdrawn pursuant to Section 12.4 of this Agreement, or if the Security Account is insufficient to allow payment of Customer's CAISO invoice, NCPA shall notify Customer and then prepare and send a special or emergency assessment to Customer. Customer shall pay to NCPA such assessment when and if assessed by NCPA within five (5) Business Days of the invoice date of the assessment or consent to and direct NCPA to draw on any existing letter of credit Customer has established for such purposes.

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

12.7 Return of Funds. On the earlier of (a) termination of this Agreement or (b) the date upon which NCPA subsequently begins providing Services as Customer's Scheduling Agent, and Customer retains the direct responsibility for making payments to the CAISO and processing charges and credits invoiced by the CAISO to Customer associated with Services provided under this Agreement, Customer's Security Account funds shall be paid to Customer thirty (30) Calendar Days after the effective date of such termination or change in NCPA's role from Customer Scheduling Coordinator to Customer Scheduling Agent. NCPA shall estimate the then reasonable outstanding liabilities of Customer, including any reasonably estimated contingent liabilities, and shall retain all such funds until all such liabilities have been fully paid or otherwise satisfied in full. After such determination by the General Manager, the balance of Customer's Security Account will be refunded to Customer within thirty (30) Calendar Days. The methodology used by NCPA to calculate the amounts retained will be provided to Customer. Any disputes regarding amounts retained by NCPA will be subject to Section 13 of this Agreement.

Section 13. SETTLEMENT OF DISPUTES

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

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

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

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

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

Section 14. STATUS OF NCPA

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

Section 15. MISCELLANEOUS

15.1 Confidentiality. The Parties acknowledge that they are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). To the maximum extent allowed by law, the Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement. Confidential or trade secret information must be marked or expressly identified as such.

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

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request and will seek a protective order or other judicial determination to protect the confidential information. In such case, the Supplying Party will

cover all of its own costs and further agrees to indemnify and pay any and all costs incurred by Receiving Party as a result of the Supplying Party's attempts to protect from disclosure the information, or

(ii) that the Receiving Party may disclose the information.

15.2 No Recourse Against Customer and/or NCPA Members. Both Customer and NCPA are organized as a joint powers agency/authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.), pursuant to the Joint Powers Agreement in the case of NCPA, and pursuant to the Third Amended and Restated Joint Powers Agreement, effective as of October 13, 2016, as such agreement may be further amended or amended and restated, in the case of Customer, and each are a public entity separate from its constituent members. Customer and NCPA shall each be solely responsible for its own debts, obligations and liabilities accruing and arising out of this Agreement. NCPA and Customer each acknowledge that it shall have no rights and shall not make any claims, take any actions or assert any remedies against the other Party's constituent members in connection with this Agreement.

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

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

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

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

15.5 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the other Party. Any such waiver by the other Party in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

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

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

15.7 Assignment of Agreement.

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

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

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

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

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

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

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

Customer: Sonoma Clean Power Authority
Deb Emerson
Director of Power Services
50 Santa Rosa Avenue, Fifth Floor

Santa Rosa, CA 95404
demerson@sonomacleanpower.org

All notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication. All notices sent to Customer by United States mail shall include a courtesy copy sent by email. A Party may change its Designated Representative by providing notice to the other Party, and such change shall not constitute an amendment to this Agreement.

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

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

15.14 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Francisco or in the United States District Court for the Northern District of California.

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

15.16 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties was represented by counsel in the negotiation and

execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 6.1.1 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

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

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

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

15.20 Significant Regulatory Change or Operational Change.

15.20.1 A "Significant Regulatory Change" shall be deemed to occur if FERC, the CPUC, the CAISO or any other court, public authority, governmental, or other lawfully established civilian authorities having jurisdiction, issues an order or decision or adopts or

modifies a tariff or filed contract, or enacts a law that materially interferes with the ability of any Party to perform any of its obligations under this Agreement.

15.20.2 A “Significant Operational Change” shall be deemed to occur due to (i) material amendments and/or revisions to any tariffs, contracts or other applicable documents referenced in this Agreement that directly affect a Party’s obligations under this Agreement, (ii) an action taken by the Balancing Authority that directly affects a Party’s obligations under this Agreement, or (iii) a significant and material change in Customer’s supply and demand portfolio that may result in a significant and material change in the scale and scope of services contemplated at the Effective Date of this Agreement.

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

15.20.4 Amendment of Agreement. If the Parties agree that an amendment to this Agreement is necessary to address a Significant Regulatory Change or Significant Operational Change, the Parties will proceed to negotiate such amendment in good faith. If the Parties have not reached agreement within one hundred and twenty (120) Calendar

Days of the date of the first meeting, either Party may terminate this Agreement upon ninety (90) Calendar Days prior written notice provided to the other Party.

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

Northern California Power Agency

Sonoma Clean Power Authority

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Approved as to Form:

General Counsel

APPENDIX A
SCOPE OF SERVICES

All Services provided by NCPA to Customer pursuant to this Agreement are described in this Appendix A.

Section 1. SCHEDULING COORDINATOR SERVICES

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

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

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

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

1.1.4 Obtain and maintain settlement quality meter data in accordance with the CAISO Tariff, the MSA CAISO ME or MSA SC, as applicable, to be used for multiple

purposes, including, but not limited to forecasting and settlement validation. For the purpose of clarity, Customer intends to acquire, or has acquired, the services of a Third Party supplier to provide and/or perform meter data management services on behalf of Customer. Meter data management services include, but are not limited to, collection of meter data, validation of meter data, profiling and formatting of meter data, and development and submission of Settlement Quality Meter Data to the CAISO in accordance with the requirements of the CAISO Tariff. Metering services provided by NCPA, as contemplated herein, are limited to collecting the processed Settlement Quality Meter Data from and/or through applicable access, as provided by the CAISO (e.g., querying data from the CAISO MRI-S software application), storing such data, and using the data for the purpose of forecasting and validating CAISO settlement charges and credits attributed to Customer's activities. In addition to SQMD quality data, NCPA will store and make available additional meter data, including aggregated data and/or advanced metering infrastructure interval data, to the extent such data is available to NCPA via Customer or Customer's Third Party meter data manager agent.

1.1.5 Submit Resource Adequacy supply plans and compliance filings to appropriate Balancing Authorities and regulatory authorities by defined deadlines.

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

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

1.1.8 Monitoring and dispatching of Customer generation facilities.

1.1.9 Management of unplanned outages and system emergencies.

1.1.10 Operational coordination, communication, and monitoring in coordination with Customer's suppliers.

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

1.1.12 Providing pre-scheduling and real-time optimization services (including development of bidding strategies) for Customer's loads and resources, including prompt adjustments to existing bidding strategies to changing circumstances such as PSPS events, natural disasters, weather events, pandemics, epidemics, etc. to optimize load bidding and maximize resource value.

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

1.1.14 Perform short term load and resource forecasting activities, and provide monthly forecast reconciliation reports comparing forecast to actual energy usage, and update forecasting models in direct coordination with Customer, as required to reduce systematic forecasting errors. For the avoidance of doubt, short term load and resource forecasting activities shall reflect reasonably anticipated circumstances such as PSPS events, natural disasters, weather events, pandemics, epidemics, etc.

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

1.1.16 Develop and provide performance reports and operational reports to Customer, and provision of interval and summary data through use of web based portal interface. Data management and reporting, using a comprehensive suite of software tools, and data interfaces, whereby Customer will receive training from time to time on and have direct access to use certain systems, including, but not limited to, a deal capture and management system, data portal and other data management tools, risk management and credit tools, and other bid-to-bill support applications.

1.1.17 NCPA and Customer will engage in regularly scheduled in person meetings to review the Services provided herein on a frequency that both Parties agree to be reasonable.

Section 2. INFORMATION REQUIREMENTS

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

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

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

2.1.3 Scheduling and Operating Procedures. NCPA shall prepare, and Customer shall approve, written scheduling procedures (“Scheduling Procedures”) and operating procedures (“Operating Procedures”) related to Customer loads and generation resources that convey Customer’s guidelines for how NCPA is to perform certain Scheduling Coordinator Services under this Agreement, and included at such time as Appendix C, respectively. Such Scheduling Procedures and Operating Procedures shall be agreed to sufficiently in advance of their application so as to reasonably enable NCPA to perform such activities, and shall include Scheduling Procedures and Operating Procedures to be used during PSPS events, natural disasters, weather events, pandemics, epidemics, and other Uncontrollable Forces.

Section 3. SERVICE TRANSITION

3.1 The Parties acknowledge that prior to the date on which specific Services shall be supplied by NCPA for a specific Customer load and/or generating resource, the Parties may be required to perform certain work and other activities to establish and enable the systems and processes that are required to perform Services as of the date on which Services for a specific Customer load and/or generating resource is to commence. Such activities may include establishing common business practices, developing business requirements, establishing connectivity of systems and equipment, coordinated training of staff, and other activities, including pursuant to Section 1.1.1. above, that may be required to enable NCPA to provide, and Customer to receive, Services. During this transition period (the "Transition Period"), the Parties agree to cooperate in good faith to establish and enable the systems and processes that are required to perform Services. All activities to be performed by NCPA during the Transition Period are included as part of the comprehensive Services provided to Customer, pursuant to this Agreement, even though such work and activities may be performed by NCPA prior to the date on which specific Services shall be supplied by NCPA for a specific Customer generating resource.

Section 4. SUPPLEMENTAL SERVICES IN ACCORDANCE WITH TASK ORDER PROCESS

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

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

respective task order (“Task Order Request”) developed by the Parties pursuant to the Task Order Process.

APPENDIX B

COMPENSATION SCHEDULE

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

Section 1. COMPENSATION SCHEDULE

1.1 In consideration for NCPA's provision of all Services, except Supplemental Services, Customer shall pay NCPA an annual amount equal to Two Hundred Five Thousand Dollars (\$205,000.00) for Services ("Services Fee") for each one (1) year period of January 1st through December 31st (a "Service Year"). If the date on which NCPA begins supplying Scheduling Coordinator Services to Customer occurs after January 1, 2021, the compensation amount listed herein for the first Service Year shall be prorated based on the actual date on which NCPA begins supplying Scheduling Coordinator Services to Customer. Furthermore, if the date on which NCPA begins supplying Scheduling Coordinator Services to Customer occurs after the first (1st) day of a monthly period during the first Service Year, the monthly payment made from Customer to NCPA shall be prorated based on the number of Calendar Days during such month.

1.2 The Services Fee for each Service Year shall be billed to Customer in twelve (12) equal monthly installments, in accordance with Section 8 of this Agreement, except as provided in Section 1.1 of this Appendix B.

Section 2. SUPPLEMENTAL SERVICES

2.1 Pursuant to Section 4 of Appendix A, NCPA may provide Supplemental Services to Customer. All costs charged to Customer for Supplemental Services ("Supplemental Services Fee") are separate from and in addition to the compensation paid for all other Services, as set forth in Section 1 of this Appendix B. The following is the hourly rate schedule applicable to Supplemental Services ("Supplemental Services Rate Schedule"):

SUPPLEMENTAL SERVICES RATE SCHEDULE

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

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

APPENDIX C

SCHEDULING AND OPERATING PROCEDURES

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

SCPA-PM-001 (Forecasting, Scheduling and Bidding)

SCPA-PM-002 (Settlements)

SCPA-PM-003 (Regulatory and Compliance)

APPENDIX D

CUSTOMER RESOURCES

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

RESERVED

APPENDIX E

TASK ORDER PROCESS

Pursuant to Section 4 of Appendix A, the Parties may agree to certain Supplemental Services. All requests for Supplemental Services shall be submitted by Customer to NCPA in accordance with the Task Order Process described in this Appendix E.

Section 1. Task Order Process

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

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

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

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

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

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

Northern California Power Agency

Task Order Request Form

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

Dated As: _____
Date of Completion: _____

Customer Information:

Customer Name: _____
Designated Representative: _____
Address: _____
Phone: _____
Email: _____

Task Details

Additional Notes:

[Customer Designated Representative]