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Minutes

Date: August 29, 2019
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair Roger Frith called the meeting to order at 9:46 am at Ironstone Vineyards, 1894 Six Mile Road, Murphys, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the July 26, 2019, Regular Commission Meeting

Motion: A motion was made by Jerry Serventi and seconded by Pauline Roccucci to approve the Minutes of the July 26, 2019, Regular Commission Meeting. The motion carried unanimously on a voice vote. *San Francisco BART, Lompoc, Plumas-Sierra, and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- Showcased NCPA's employee health and wellness programs. Handed out and gave a brief overview of the "30-day Walk About" Challenge and the "Healthy Cook Book" comprised of employee's healthy recipes.
- CVP Corp Update: TID signed the Exhibit C Agreement, which allows TID to participate in the Western Displacement Program.

- Meeting with Truckee Donner and Plumas Sierra the beginning of September as part of the yearly member visits.
- UAMPS Annual Meeting: Spoke to the group on California's wildfire mitigation plan and other related issues. Several of their members are looking to include the same plan within their communities.
- Hometown Connections, Inc. (HCI) Annual Meeting Update: HCI held their annual meeting this month, including a meeting of the Board of Directors. HCI continues to build on the vendor services pool. The cyber security services are ready for members use, and will be set up similar to the AIM services.
- Nevada Irrigation District notified NCPA that they selected NCPA to provide their Power Management services for one of their hydro generation units.
- Provided a brief overview of NCPA's upcoming Annual Conference Program.

4. Executive Committee

Committee Chair Frith reported the Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel. The Committee also discussed and recommended Commission approval of the Amendment to NCPA's Personnel Policies and Procedures Manual and Policy 401 General Definitions and Policy 411 Employee Retention – Severance Benefits for Involuntary Separation, which is item 13 on the agenda.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed items 14-19 on today's agenda. The Committee did establish a quorum, and recommended Commission approval of all items.

6. Finance Committee

Assistant General Manager/CFO Monty Hanks reported the Committee met once since the last Commission meeting. The Committee heard presentations from PFM on the current financial market conditions and the capital facilities revenue bonds, 2010 series A refunding. The Committee discussed NCPA's FY2019 audit process, and recommended Commission approval of the Debt and Interest Rate Management Report, which is item 12 on the agenda. The next Committee meeting is scheduled on November 12.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting, however a quorum of the Committee was not established. The Committee discussed the Clean Fuel Reward Program Governance Agreement and created a seven person Steering Committee to discuss the Low Carbon Fuel program. The Committee also discussed selecting a monthly standing Committee meeting schedule for next year.

8. Legislative & Regulatory Affairs Committee

Committee Chair Mark Chandler reported the Committee met once since the last Commission meeting. The Committee heard reports on federal and state legislative and regulatory issues, the wildfire policy issue, and customer programs. The Committee was also briefed on the upcoming NCPA Annual Conference program. This year's banquet theme is Western Attire, and will be holding a "best dressed" contest amongst the NCPA membership. NCPA is also holding a fundraiser during the banquet for the Navajo Tribal Utility Authority "Light Up Navajo II." The money raised will go towards assisting the Navajo people in supplying electricity and other related needs.

The next Committee meeting is scheduled on September 25, 2019, at the Resort at Squaw Creek prior to the Annual Conference program.

9. Members' Announcements & Meeting Reporting

Commissioner Mark Chandler, **Lodi**, introduced Jeff Berkheimer as the new Utility Director for Lodi Electric.

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.

Items 13 was pulled from the Consent Calendar for discussion.

Motion: A motion was made by Jerry Serventi and seconded by Kirsten Schreder to approve the Consent Calendar consisting of Items 10, 11, 12, 14, 15, 16, and 17. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item. Item 13 was pulled for discussion.

San Francisco BART, Lompoc, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.

10. NCPA's Financials for the Month Ended July 31, 2019 – approval by all members.

11. Treasurer's Report for the Month Ended July 31, 2019 – accept by all members.

12. Debt and Interest Rate Management Report ending June 30, 2019 – accept and file by all members the Debt and Interest Rate Management Report for the period ending June 30, 2019.

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, 2019 was \$6.5 million with actual results at \$11.4 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 received in the swap transaction. Total basis risk to date is positive, resulting in additional savings of \$4.9 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 \$15.8 million is making a potential refund not a feasible option at this time.

13. *Pulled from Consent and moved to Discussion Action.*

14. *Resolution 19-60, Aspen Environmental Group – First Amendment to Five Year Multi-Task Consulting Services Agreement; Applicable to the following Projects: All NCPA Facilities (except NCPA’s Lodi Energy Center), NCPA Members, Southern California Public Power Authority (SCPPA), or SCPPA Members* – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Aspen Environmental Group, with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$240,000 to \$1,000,000, for continued use at any facilities owned and/or operated by Agency, its Members, SCPPA, or SCPPA Members, with the exception of NCPA’s Lodi Energy Center.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years, to be used out of NCPA approved annual operating budgets as services are rendered.

15. *Resolution 19-61, Brenntag Pacific, Inc. – Five Year Multi-Task Agreement for Purchase of Supplies for bulk chemical purchases; Applicable to the following projects: All NCPA Facility Locations* – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. for bulk chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at all facilities owned and/or operated by NCPA. Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years, to be used out of the NCPA approved annual operating budgets. *Shasta Lake abstained.*

16. *Resolution 19-62, Integrated Engineers and Contractors Corporation dba IEC Corporation – Five Year Multi-Task Professional Services Agreement for energy related consulting services; Applicable to the following projects: All 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 Professional Services Agreement with Integrated Engineers and Contractors Corporation dba IEC Corporation for energy related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years, to be used out of the NCPA approved annual operating budgets.

17. *Resolution 19-63 CT1 Facilities Generator Circuit Breaker Replacement Project; Applicable to the following projects: CT1 Alameda and CT1 Lodi Facilities* – adopt resolution by all members authorizing the replacement of the generator circuit breakers at NCPA’s CT1 Alameda and CT1 Lodi facilities and authorizing the General Manager or his designee to enter into agreements and to issue purchase orders to complete this work without further approval by the Commission, with a total cost not to exceed \$510,000. *Redding and Shasta Lake abstained.*

DISCUSSION / ACTION ITEMS

13. Resolution 19-59, Amendment to NCPA's Personnel Policies and Procedures Manual and Policy 401 General Definitions and Policy 411 Employee Retention: Severance Benefits for Involuntary Separation – adopt resolution by all members approving an amendment to NCPA's Personnel Policies and Procedures Manual language by revising Policy 401, General Definitions and Policy 411, Employee Retention: Severance Benefits for Involuntary Separation to stabilize the Agency's workforce. This is due to conditions of uncertainty within the electric industry and is meant to recruit and retain employees whom are needed to carry out NCPA's future mission and strategic plan.

Fiscal Impact: The fiscal impact of approving this Policy change is difficult to quantify due to unknown timing, frequency, or the number of employees that could be included. In the last five years, no "At Will" employee has been terminated without cause.

Commissioner Jerry Serventi, Alameda, asked that this item be pulled for further explanation. General Manager Randy Howard mentioned that "At-Will" employees are not covered under the current Policy, and most "At-Will" position are senior managers and other managerial staff. Having this Policy in place will assist as a recruiting tool for Assistant General Manager levels in the future. Chair Frith mentioned the Executive Committee recommended Commission approval of the Policy.

Motion: A motion was made by Mark Chandler and seconded by Jerry Serventi to approve an amendment to NCPA's Personnel Policies and Procedures Manual language by revising Policy 401, General Definitions and Policy 411, Employee Retention: Severance Benefits for Involuntary Separation to stabilize the Agency's workforce. The motion carried by a majority of those members present on a roll call vote.

San Francisco BART, Lompoc, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.

18. Resolution 19-64, Geothermal Q-Site Drilling Project – adopt resolution by all members expanding the scope of the current P-Site Drilling Project to include additional work on Q-Site wells using excess funds from the P-Site Drilling Project, and authorizing the General Manager or his designee to issue purchase orders for the additional work on the Q-Site wells.

Fiscal Impact: Total cost of the P-Site Drilling Project is not to exceed \$9,000,000, as previously approved in the November 28, 2018, Commission meeting. Work on the additional Q-Site wells will be covered using excess funds from the P-Site Drilling Project. The P-Site Drilling Project was included in the current fiscal year budget. Funds for this project are available in the Generation Services GEO account (accounting code 265-023-000-634-044-001). Cost allocation will be based on project participation percentages.

Assistant General Manager Joel Ledesma provided a presentation on the Geothermal Q-site Drilling project. Commissioner Jerry Serventi thanked the Geothermal Staff for their efforts during this project.

Motion: A motion was made by Pauline Rocucci and seconded by Mark Chandler to approve expanding the scope of the current P-Site Drilling Project to include additional work on Q-Site wells using excess funds from the P-Site Drilling Project. The motion carried by a majority of those members present on a roll call vote.

San Francisco BART, Lompoc, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent. Redding and Shasta Lake abstained.

19. Resolution 19-65, PG&E Negotiated Gas Transmission Rate Agreement – adopt resolution by all members authorizing the General Manager or his designee to execute a Negotiated Rate Contract with PG&E for gas transmission service. The agreement will not be finalized until after the CPUC approval of the Gas Rate case. Commission approval is subject to final numbers being no greater than 10% higher than the estimate provided below. The final agreement will be subject to NCPA General Counsel review to ensure it is consistent with the information provided.

Fiscal Impact: The reduced rate will allow NCPA's CT units to be more competitive in the market, which in turn will allow for a higher capacity factor and increased margins.

Assistant General Manager Ken Speer gave a presentation on the PG&E Negotiated Gas Transmission Rate Agreement. The Commission discussed and recommended adding two additional WHEREAS' to Resolution 19-65 as follows: "WHEREAS, Commission approval is subject to final numbers being no greater than 10% higher than the estimate provided in Staff Report 188:19; and WHEREAS, the final agreement will be subject to NCPA General Counsel review to ensure it is consistent with the information provided in Staff Report 188:19."

Motion: A motion was made by Kristen Schreder and seconded by Jerry Serventi to authorize the General Manager or his designee (including the two additional WHEREAS clauses to Resolution 19-65 as noted above) to execute a Negotiated Rate Contract with PG&E for gas transmission service. The agreement will not be finalized until after the CPUC approval of the Gas Rate case. Commission approval is subject to final numbers being no greater than 10% higher than the estimate provided below. The final agreement will be subject to NCPA General Counsel review to ensure it is consistent with the information provided. The motion carried by a majority of those members present on a roll call vote.

San Francisco BART, Lompoc, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent. Shasta Lake abstained.

20. Resolution 19-66, Approve the Amended Employment Agreement by and between NCPA and Randy S. Howard – adopt resolution by all members approving the Amended Employment Agreement by and between NCPA and Randy S. Howard beginning on August 29, 2019; and approve the Amended Employment Agreement by and between NCPA and Randy S. Howard as its General Manager in substantially the form presented at this meeting and direct the Chair of the Commission to execute it on behalf of the Agency.

Fiscal Impact: There is no fiscal impact to the Executive Services Salaries and Benefits account, and the cost associated the General Manager's compensation change is covered within the current fiscal year budget.

Item 20 was pulled from the agenda and tabled for the October Commission meeting.

Non-essential Members and NCPA staff left the meeting for Closed Session Items 20, 21, 22, and 23(a)(b) discussion.

CLOSED SESSION

- 21. 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.
- 22. 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.
- 23.**
- a. Conference with Labor Negotiators** – Pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Assistant General Manager/CFO Monty Hanks: Public Employee: General Manager.
- b. Continue Prior Appointment of Public Employee** – Pursuant to Government Code Section 54957: Public Employee: General Manager.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated there was no reportable action was taken on Closed Session items 20, 21 and 22. Item 23(a)(b) were pulled from the agenda and tabled for the October Commission meeting.

NEW BUSINESS

Chair Frith mentioned that NCPA Assistant General Manager of Generation Services Ken Speer is retiring and this is his last Commission meeting. He thanked him for his years of service with NCPA.

ADJOURNMENT

The August 29, 2019, Commission meeting was adjourned at 11:19 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting of August 29, 2019
COMMISSIONER
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Joey Servent</i>
2 - BIGGS	<i>Ray Lovell</i>
3 - GRIDLEY	PAUL ECKERT
4 - HEALDSBURG	TERRY CROWLEY
5 - LODI	<i>Mark Chandler</i>
6 - LOMPOC	
7 - PALO ALTO	<i>Dean Betcher</i>
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	
10 - REDDING	<i>Kristen Schroder</i>
11 - ROSEVILLE	<i>Pauline Roccia</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	<i>Teresa Driscoll</i>
14 - SHASTA LAKE	<i>James Taketara</i>
15 - TRUCKEE DONNER	
16 - UKIAH	<i>M.J. Gaudin</i>



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 29, 2019**

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

Consent Items Removed from the Agenda and Approved Separately:

13

ROLL-CALL VOTE BY MEMBERS: *Adam Fiddy*

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi		Y	
Lompoc			
Palo Alto		Y	
Port of Oakland			X
Redding	17	Y	
Roseville		Y	
Santa Clara		Y	
Shasta Lake	15, 17	Y	
Truckee Donner			X
Ukiah		Y	
Plumas-Sierra			X

ATTEST:

Cary A. Padgett

 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 19-59

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

Passed and adopted this 29th day of August 2019, 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 19-64

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

Passed and adopted this 29th day of August 2019, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST: _____
CARY A. PADGETT
Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Resolution 19-65

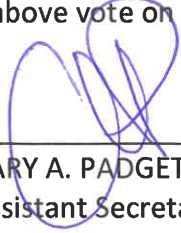
Topic:

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

Passed and adopted this 29th day of August 2019, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST:



CARY A. PADGETT
Assistant Secretary



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: September 27, 2019
To: NCPA Commission
Subject: September 4, 2019 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 10, 2019
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: September 4, 2019 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Tikan Singh at 9:04 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Vidhi Chawla and Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Shiva Swaminathan (Palo Alto), Jared Carpenter (Port of Oakland), Paulo Apolinario and Steve Hance (Santa Clara), and Willie Manual (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra REC, Redding, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. Approve Minutes from the August 7, 2019 Facilities Committee Meeting.**

Motion: A motion was made by Jiayo Chiang and seconded by Steve Hance recommending approval of the August 7, 2019 Facilities Committee Meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, and Santa Clara. The motion passed.

- 3. All Generation Services Facilities, Members, SCPPA – Worley Group, Inc. First Amendment to MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Professional Services Agreement with Worley Parsons Group, Inc. accepting assignment as Worley Group, Inc., with no changes to the not to exceed amount or the terms and conditions, for continued use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This amendment assigns a new name to the contract. It will still be an enabling agreement with no commitment of funds. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft First Amendment with the original agreement were available for review.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Five Year Multi-Task Professional Services Agreement with WorleyParsons Group, Inc., with any non-substantial changes as recommended and approved by the NCPA

General Counsel, to change the vendor name in the agreement to Worley Group, Inc., for continued use at all facilities owned and/or operated the Northern California Power Agency (NCPA), its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, and Santa Clara. The motion passed.

- 4. All Generation Services Facilities (Except LEC), Members, SCPPA – Ardent Companies, LLC First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Ardent Companies, LLC, increasing the not to exceed amount from \$200,000 to \$1,200,000, for use at all facilities owned and/or operated by NCPA (with exception of the Lodi Energy Center), its Members, SCPPA, and SCPPA Members. Staff anticipate utilizing this vendor for upcoming wooden pole maintenance for 16 poles, on the 21kV line at the geothermal facilities. This agreement will still be an enabling agreement with no commitment of funds. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft First Amendment with the original agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by Tikan Singh recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Ardent Companies, LLC, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$1,200,000, for continued use at any facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members, with the exception of NCPA's Lodi Energy Center. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

- 5. NCPA Solar Project 1 – Healdsburg WRF Site – CEQA Mitigated Negative Declaration for the Healdsburg Water Reclamation Facility Site** – Staff was seeking a recommendation for Commission approval of a resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and directing staff to file a Notice of Determination with the State Clearinghouse and Sonoma County.

Staff presented an overview of the NCPA Solar Project 1. A RFP was issued May 31, 2019 for seven solar sites. Five proposals were received by August 6, 2019. Two proposals included all of the sites, but there was no clear single best proposal that included all sites. The 20 year PPA \$/MWh for the smaller sites exceeded engineering estimates. Staff will schedule one on one meetings with Members to discuss outstanding items regarding the PPA and work through all questions. The Phase 3 Agreement is ready for Commission approval, but is currently awaiting vendor selections and terms. CEQA declarations have to be approved and published as well. The target date for Commission approval is October 24, 2019. Possible 2019 participant starts include Healdsburg WRF, PSREC Chilcoot, and the Redding Airport sites. The Lodi sites will reissue a RFP to solicit more bids, and an incomplete CEQA declaration may jeopardize the Alameda Doolittle Landfill 2019 start.

The study for the Healdsburg Water Reclamation Facility site has been completed pursuant to the California Environmental Quality Act (CEQA). The Initial Study and Mitigated Negative Declaration (IS-MND) circulated to 20 public and interested agencies, including the State Clearinghouse. The 30 day public comment period was between June 7 and July 8, 2019. There were three written comments including a confirmation of receipt and review from the State Clearinghouse, the Federated Indians of Graton Rancheria confirmed receipt with no comments, and Stewards Point Rancheria Band of Kashia Pomo Indians confirmed receipt with no comments. The mitigation monitoring and report program will be the responsibility of the developer.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Commission approval adopting the Mitigated Negative Declaration and Mitigation Monitoring Program (IS&MND) for the Healdsburg Water Reclamation Facility Site, and directing staff to file a notice of Determination with the State Clearinghouse and Sonoma County. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, and Roseville. ABSTAIN = Palo Alto, Port of Oakland, and Santa Clara. The motion passed.

6. **NCPA Solar Project 1 – Lodi Sites – CEQA Mitigated Negative Declaration for the Lodi Pixley Basin, Century East/West, and Parking Garage Sites** – Staff was seeking a recommendation for Commission approval of a resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and directing staff to file a Notice of Determination with the State Clearinghouse and San Joaquin County.

The study for the three Lodi sites has been completed pursuant to the California Environmental Quality Act (CEQA). The Initial Study and Mitigated Negative Declaration (IS-MND) circulated to 21 public and interested agencies, as well as State Clearinghouse. The 30 day public comment period was between June 19 and July 19, 2019. There were six written comments including a confirmation of receipt and review from the State Clearinghouse. The California Department of Transportation, California Regional Water Quality Control Board, San Joaquin County Public Works, and North Valley Yokuts Tribe all confirmed receipt with no comments. The mitigation monitoring and report program will be the responsibility of the developer.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval adopting the Mitigated Negative Declaration and Mitigation Monitoring Program (IS&MND) for the Lodi Pixley Basin, Century East/West, and Parking Garage Sites, and directing staff to file a notice of Determination with the State Clearinghouse and San Joaquin County. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, and Roseville. ABSTAIN = Palo Alto, Port of Oakland, and Santa Clara. The motion passed.

7. **NCPA Solar Project 1 – Plumas-Sierra Chilcoot Site – CEQA Mitigated Negative Declaration for the Plumas-Sierra Chilcoot Site** – Staff was seeking a recommendation for Commission approval of a resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and directing Staff to file a Notice of Determination with the State Clearinghouse and Plumas County.

The study for Plumas-Sierra Chilcoot site has been completed pursuant to the California Environmental Quality Act (CEQA). The Initial Study and Mitigated Negative Declaration (IS-MND) circulated to 19 public and interested agencies, as well as State Clearinghouse. The 30 day public comment period was between July 1 and August 1, 2019. There were three written comments including a confirmation of receipt and review from the State Clearinghouse, the California Department of Transportation requested adequate right of way, and the Central Valley Regional Water Quality Control Board requested compliance. The mitigation monitoring and report program will be the responsibility of the developer.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval adopting the Mitigated Negative Declaration and Mitigation Monitoring Program (IS&MND) for the Plumas-Sierra Chilcoot Site, and directing staff to file a notice of Determination with the State Clearinghouse and Plumas County. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, and Roseville. ABSTAIN = Palo Alto, Port of Oakland, Santa Clara, and TID. The motion passed.

8. **Generation Services 2020 Outage Schedule** – At the last Facilities Committee meeting Members expressed concern regarding two outages for the Geo plants during two different months, which may cause a conflict of scheduling RA during this time. Staff re-evaluated the

outages and is able to schedule both plant outages in April, proposing one at the beginning of the month, and one towards the end of the month, with a one day overlap. Staff presented the updated outage schedule with this change, and was seeking a recommendation for Facilities Committee approval of the 2020 Outage Schedule for NCPA's CT, Geo, and Hydro facilities.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval of the 2020 Generation Services Maintenance Outage Plan presented at the September 4, 2019 Facilities Committee Meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, Santa Clara, and TID. The motion passed.

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

CTs – The August operations were very busy for both CT1 and CT2, including 30 actual starts plus 7 ghost starts, of 22 starts that were forecasted for CT1, bringing the FYTD to 74 total. CT2 had 7 actual starts, with only 4 forecasted for a FYTD of 11. There were no forced outages, but one delayed start due to bleed valves, and no planned outages. The STIG chiller work has been completed. The STIG RATA source test has been completed as well.

Hydro – The Collierville Generator Unit 1 Rewind started August 5, 2019. By August 13, the unit was disassembled with the Stator on the top deck. The Stator has been stripped and core work has begun. Currently glue is being scraped off the bars, which takes approximately 2 weeks. Measurements have been done for balance. There were no hot spots found in the core, and is being fine-tuned. During the outage, others parts and equipment are being cleaned and inspected. During the rest of September and October, the core will be prepared and the winding installation completed. Re-assembly is scheduled for October 25, with testing and commissioning November 21. Release of the unit is scheduled for November 26.

Geo – There were no safety incidents to report at Geo for the month of August. 71% of Geo staff have completed their mandatory training with the other 29% expected to finish by the end of the year. Vegetation management continues, with 300 feet spacing from structures and 100 feet spacing from the pipelines, and roads. The average net generation for August was 85.6 MW with an estimated total 63.7 GWhr. YTD net generation is 478.4 GWhr, which is 3.5% above forecasted. The P-site drilling project has been completed. The estimated cost is \$5.2 million of the \$9 million budget. Staff will move onto drilling the Q-site with the remaining funds left over.

10. CAISO Initiative – The Market Settlement Timeline Change – Staff provided an update regarding this new initiative. The CAISO is proposing to modify the current timeline to produce more timely and accurate settlements, and to shorten the overall time horizon from three years to two years. Disputes will also be limited to cases only greater than \$100.00.

The current settlement timeline is that the majority of actual cash clearing takes place between the Initial settlement statement at trade date plus 3 business days and Recalculation 2, which is the trade date, plus 55 business days. The Initial statement at plus 3 business days has historically been of low settlement quality, and does not utilize meter data or price corrections. NCPA settles activity with Members through the All Resources Bill (ARB) in a timeline that closely mirrors the CAISO's settlement timeline. The majority of actual cash clearing takes place between the Pre-Bill and Adjustment 3, which mirrors Recalculation 2 of the trade date plus 55 business days. In order to stabilize cash flow NCPA has put measures in place to mask low settlement quality of CAISO Initial statements.

The proposed CAISO timeline change will be to move the Initial statement to trade date plus 9 business days, with Recalculation 1 being the trade date plus 70 business days, Recalculation 2 being the trade date plus 12 months, Recalculation 3, the trade date plus 21 months, and Recalculation 4 being trade date plus 24 months. NCPA staff analysis' is that this proposal will produce generally favorable improvements in CAISO, and the market participant financial

clearing relationship. NCPA believes that Initial statements will be much more substantive and reflective of a more complete picture. While the proposal does create improvements to CAISO-NCPA clearing, it does introduce new challenges for NCPA-Member clearing. Moving the Initial settlements from trade date plus 3 business days to trade date plus 9 business days creates a time crunch for the ARB preparation. Because of this time crunch, a potential solution could be moving the ARB back by one month. However, staff believe this would be a step backwards and could create harm for Members. Stakeholder comments are due to the CAISO by September 6. Please contact staff for specific feedback to provide to the CAISO. CAISO will publish the final draft Thursday, September 19, with Board approval by mid-November 2019. The earliest implementation for this initiative would be spring 2020. Members have asked to bring this item back in October with a better potential solution.

11. Combined Integrated Resource Plan 2019 Annual Update – NCPA provided notice to the Facilities Committee, a public committee, that the 2019 Combined Integrated Resource Plan Annual Update was filed with Western on June 28, 2019, on behalf of the NCPA Pool Members. A copy of the report has been published to NCPA Connect.

12. CY 2020 NCPA Capacity Pool Rates – Staff presented background information and was seeking a recommendation for approval of the Resource Adequacy capacity rates, to be used in the NCPA Capacity Pool during calendar year 2020. Each Pool Member has established a Resource Adequacy Program that works in conjunction with the CAISO Resource Adequacy Program. To enable efficient transfers of Resource Adequacy Capacity between the Pool Members, NCPA developed the Capacity Pool that is fully described in Pooling Agreement Schedule 4. Pursuant to Section 3.8 of Pooling Agreement Schedule 4, capacity pricing for both system and local area capacity will be developed annually, and will be established pursuant to Commission adoption and approval. Prices may be developed by one of the following methods, or a combination of these including a negotiated price, a market price survey, or the CAISO backstop procurement proxy value.

Motion: A motion was made by Shiva Swaminathan and seconded by Tikan Singh recommending Commission approval, subject to an alternative recommendation as may be provided by the NCPA Pooling Committee, establishing the following as the Resource Adequacy Capacity rates to be used in the CY 2020 NCPA Capacity Pool:

- Local Capacity = \$5.50 / kW-Month (May 2020 – September 2020); and, \$5.07 / kW-Month (January 2020 – April 2020 and October 2020 – December 2020)
- System Capacity = \$5.00 / kW-Month (May 2020 – September 2020); and, \$4.57 / kW-Month (January 2020 – April 2020 and October 2020 – December 2020)
- Flexible Capacity Attribute = \$0.50 / kW-Month

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

13. NID Services Agreement – NCPA staff reviewed terms and conditions for development of a Services Agreement between NCPA and Nevada Irrigation District (NID). NID issued a RFI on April 9, 2019, for energy generation at their Deer Creek Powerhouse. Services requested by NID included purchase of the project output, and/or scheduling and dispatch services. NCPA responded to NID's RFI with a Statement of Qualifications on April 30, 2019. Then participated in an interview May 31, 2019. NCPA submitted a Services Offer to NID July 8, 2019. NID formally selected NCPA's offer September 3, 2019.

The project output is approximately 17,000 MWh annually. NCPA also submitted an offer to purchase RPS energy, and resource adequacy capacity on behalf of Lompoc. NID is seeking an initial term of 2 years for services. The services proposal will include dispatch and scheduling

services for the initial 2 years with an automatic extension. The structure of the services agreement will be flexible, to enable adding additional capacity. Total capacity output for the project is 82.2 MW. Next steps include developing an NDA for negotiations, presenting a draft services agreement to NID for review, and seeking direction from the Facilities Committee for Commission approval.

14. Clean Energy Savings Initiative Program (CESI) – Staff opened this item for discussion purposes with members who may be interested in moving forward with the next steps of this program. A working group of NCPA staff and Members received an overview of the CESI program September 3, from the Agency’s financial advisor, PFM. Staff presented the CESI overview to the Committee. Seven Members of the working group were included in the original presentation September 3. This is a JPA structure, and is working through the discovery phase.

This program involves tax-exempt compliance commodity prepayments. Tax-exempt natural gas and power prepayments are an IRS approved financing that allows municipal utilities to achieve savings by using their access to tax exemption to prepay for the commodity. These transactions have been around since the 1990s. Prepaid commodity transactions combine tax-exempt financing with a series of physical and financial contracts. They can be used for market power, renewable contracts, and natural gas. While savings will be created through these payments, there is also risk involved with this opportunity. SCPPA is in the process of getting this implemented. Currently they are going through documentation, and renewable portfolio commitment. Staff will research this program further, and bring this item back to the Committee at a later date.

15. Planning and Operations Update –

- SFWPA PPA Negotiations Update – NCPA submitted an updated offer to SFWPA August 29, 2019, which is currently being reviewed by SFWPA. NCPA staff is currently working on a draft PPA for discussion purposes, including pricing and services.
- Western Base Resource Contract Review – Staff will attend the meeting scheduled September 6, to review the proposed Western Base Resource Contract beginning January 1, 2025.
- Modified NCPA Capacity Pool Structure – Staff is working on a change to Schedule 4 of the Pooling Agreement regarding a balancing requirement.
- Monitoring CAISO Initiatives – DAME, RA Enhancements, Hybrid Resources, and others.
- CCA Procedure Review – Staff are meeting and working with the CCA’s on getting procedures in place.

16. Schedule next meeting date – The next regular Facilities Committee meeting is scheduled for October 2, 2019.

ADJOURNMENT

The meeting was adjourned at 12:32 pm.

**Northern California Power Agency
September 4, 2019 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	<i>J Mayo Chang</i>
LOMPOC	<i>Sukran Singh</i>
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
REDDING	
ROSEVILLE	<i>Basil Wang</i>
SANTA CLARA	<i>Basil Wang</i>
TID	
UKIAH	



Commission Staff Report

September 16, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: August 31, 2019 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the September 27, 2019 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited August 2019 financial reports are also included.

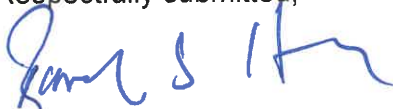
FISCAL IMPACT:

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 2019

Operations:

Geothermal	\$	2,963,379
Hydroelectric		3,528,084
CT#1 Combustion Turbines		73,787
CT#2 STIG		610,084
Lodi Energy Center		4,661,920
NCPA Operating		29,508,664
		<hr/>
Total	\$	41,345,918

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED AUGUST 31, 2019

PERCENT OF YEAR ELAPSED 17%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,583,164	\$ 3,030,204	\$ 20,767,239	15%	
Debt Service (Net)	2,775,572	5,551,144	33,306,862	17%	
Annual Budget Cost	4,358,736	8,581,348	54,074,101	16%	
Geothermal					
Other Plant Cost	2,818,871	5,007,505	30,365,288	16%	
Debt Service (Net)	412,144	824,287	4,945,723	17%	
Annual Budget Cost	3,231,015	5,831,792	35,311,011	17%	
Combustion Turbine No. 1					
	386,441	768,432	6,169,530	12%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	36,618	106,277	1,089,118	10%	
Other Plant Cost	199,569	379,527	2,552,870	15%	
Debt Service (Net)	483,035	966,070	5,796,421	17%	
Annual Budget Cost	719,222	1,451,874	9,438,409	15%	
Lodi Energy Center					
Fuel	2,109,170	4,291,326	33,092,116	13%	
Other Plant Cost	1,545,544	2,800,872	33,813,617	8%	
Debt Service (Net)	2,171,202	4,342,405	26,054,428	17%	
Annual Budget Cost	5,825,916	11,434,603	92,960,161	12%	
Member Resources - Energy	6,331,075	12,860,322	56,228,967	23%	(a)
Member Resources - Natural Gas	478,685	745,853	3,540,898	21%	(b)
Western Resources	2,159,344	5,678,136	23,325,119	24%	(c)
Market Power Purchases	2,089,735	4,327,783	15,123,482	29%	(d)
Load Aggregation Costs - CAISO	40,187,491	74,358,878	256,029,593	29%	(e)
Net GHG Obligations	1,023,400	1,023,400	496,955	206%	(f)
	66,791,060	127,062,421	552,698,226	23%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	635,183	1,274,395	2,813,086	45%	(g)
Wheeling Access Charge	12,677,158	23,666,097	110,581,940	21%	(h)
Ancillary Services	1,238,969	1,794,322	2,372,540	76%	(i)
Other ISO Charges/(Credits)	4,064,854	8,092,426	1,321,289	612%	(j)
	18,616,164	34,827,240	117,088,855	30%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	178,095	309,299	2,132,130	15%	
Regulatory Representation	48,207	101,440	748,387	14%	
Western Representation	67,398	104,796	745,117	14%	
Customer Programs	20,237	34,869	423,678	8%	
Judicial Action	18,482	18,482	625,000	3%	
Power Management					
System Control & Load Dispatch	599,008	1,140,257	6,082,417	19%	
Forecasting, Planning, Prescheduling & Trading	238,014	448,446	2,934,143	15%	
Industry Restructuring & Regulatory Affairs	31,075	59,746	414,479	14%	
Contract Admin, Interconnection Svcs & External Affairs	105,457	180,118	953,716	19%	
Gas Purchase Program	6,560	12,352	77,386	16%	
Market Purchase Project	8,713	16,915	111,270	15%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED AUGUST 31, 2019

PERCENT OF YEAR ELAPSED 17%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	19,242	31,744	211,744	15%
Settlements	76,216	136,621	979,916	14%
Integrated Systems Support	2,410	10,796	243,161	4%
Participant Pass Through Costs	49,057	140,364	1,560,447	9%
Support Services	95,950	103,744	-	N/A
	1,564,121	2,849,989	18,242,991	16%
TOTAL ANNUAL BUDGET COST	86,971,345	164,739,650	688,030,072	24%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	7,546,852	15,145,766	127,623,712	12%
Member Resource ISO Energy Sales	2,659,324	2,659,324	29,156,411	9%
Member Owned Generation ISO Energy Sales	7,300,162	9,993,345	67,107,648	15%
NCPA Contracts ISO Energy Sales	1,570,269	3,450,540	15,623,339	22% (k)
Western Resource Energy Sales	2,949,550	5,827,835	18,304,471	32% (l)
Load Aggregation Energy Sales	18,778,519	32,308,573	-	N/A
Ancillary Services Sales	961,430	2,536,307	4,196,879	60% (m)
Transmission Sales	9,198	18,396	110,376	17%
Western Credits, Interest and Other Income	8,763,660	18,816,399	19,227,470	98% (n)
	50,538,964	90,756,485	281,350,306	32%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 36,432,381	\$ 73,983,165	\$ 406,679,766	18%

- (a) Variance caused by greater than anticipated member contracts for Palo Alto.
- (b) Variance caused by greater than anticipated natural gas for Healdsburg, Lodi, Lompoc, and Ukiah.
- (c) Variance due to higher than anticipated price per MWh for Base Resource and higher Western O&M costs.
- (d) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
 - (f) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, Gridley, Healdsburg, and BART.
- (g) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
 - (i) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
 - (j) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (k) Variance due to higher than anticipated ISO energy sales and higher market prices.
 - (l) Variance due to higher market prices.
- (m) Increase due to greater than projected MWhs of generation.
- (n) Variance caused by greater than anticipated Western O&M revenue credits, fuel and pipeline transport credits, and member contract sales.

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

	August 31,	
	2019	2018
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 27,894	\$ 18,585
Investments	71,956	87,654
Accounts receivable		
Participants	5,792	1,743
Other	1,216	1,222
Interest receivable	515	351
Inventory and supplies	8,891	9,746
Prepaid expenses	91	1,235
TOTAL CURRENT ASSETS	<u>116,355</u>	<u>120,536</u>
RESTRICTED ASSETS		
Cash and cash equivalents	33,589	37,619
Investments	168,978	159,878
Interest receivable	663	510
TOTAL RESTRICTED ASSETS	<u>203,230</u>	<u>198,007</u>
ELECTRIC PLANT		
Electric plant in service	1,506,673	1,504,669
Less: accumulated depreciation	(1,009,240)	(978,626)
	<u>497,433</u>	<u>526,043</u>
Construction work-in-progress	182	182
TOTAL ELECTRIC PLANT	<u>497,615</u>	<u>526,225</u>
OTHER ASSETS		
Regulatory assets	224,577	230,134
Unused vendor credits	93	-
Preliminary survey and investigation costs	581	39
Investment in associated company	265	265
TOTAL ASSETS	<u>1,042,716</u>	<u>1,075,206</u>
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	31,808	40,296
Pension deferrals	16,835	19,200
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>48,643</u>	<u>59,496</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 1,091,359</u>	<u>\$ 1,134,702</u>

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	August 31,	
	2019	2018
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 49,330	\$ 28,563
Accounts and retentions payable - restricted for construction	10	50
Member advances	1,520	1,098
Operating reserves	21,257	22,119
Current portion of long-term debt	42,545	41,950
Accrued interest payable	6,309	6,187
TOTAL CURRENT LIABILITIES	120,971	99,967
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	68,575	76,002
Operating reserves and other deposits	152,531	148,050
Interest rate swap liability	14,613	11,109
Long-term debt, net	616,972	664,389
TOTAL NON-CURRENT LIABILITIES	852,691	899,550
TOTAL LIABILITIES	973,662	999,517
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	66,938	70,346
Pension and OPEB deferrals	5,749	3,195
TOTAL DEFERRED INFLOWS OF RESOURCES	72,687	73,541
NET POSITION		
Net investment in capital assets	(31,990)	(37,889)
Restricted	12,819	37,847
Unrestricted	64,181	61,686
TOTAL NET POSITION	45,010	61,644
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,091,359	\$ 1,134,702

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

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

UNAUDITED

	One Month Ended August 31,	
	2019	2018
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 78,032	\$ 78,363
Other Third-Party	42,525	70,799
TOTAL OPERATING REVENUES	<u>120,557</u>	<u>149,162</u>
OPERATING EXPENSES		
Purchased power	42,394	67,087
Operations	12,579	16,370
Transmission	42,082	27,107
Depreciation	5,171	5,160
Maintenance	3,840	3,086
Administrative and general	2,611	2,350
TOTAL OPERATING EXPENSES	<u>108,677</u>	<u>121,160</u>
NET OPERATING REVENUES	<u>11,880</u>	<u>28,002</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(5,931)	(6,266)
Interest income	(358)	4,091
Other	918	832
TOTAL NON OPERATING EXPENSES	<u>(5,371)</u>	<u>(1,343)</u>
FUTURE RECOVERABLE AMOUNTS	(1,353)	(1,013)
REFUNDS TO PARTICIPANTS	<u>0</u>	<u>(2,070)</u>
INCREASE (DECREASE) IN NET POSITION	5,156	23,576
NET POSITION, Beginning of year	<u>39,854</u>	<u>38,068</u>
NET POSITION, Period ended	<u>\$ 45,010</u>	<u>\$ 61,644</u>

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

August 31, 2019

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services				
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ASSETS												
CURRENT ASSETS												
Cash and cash equivalents	1,913	6,068	605	-	2,160	-	4,016	-	18,827	-	33,589	27,894
Investments	26,953	28,729	1,551	-	28,411	-	25,853	-	57,481	-	168,978	71,956
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	-
Participants	5	-	-	-	-	-	1,178	-	5,792	-	5,792	5,792
Other	-	-	-	-	-	-	173	-	33	-	33	1,216
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	515
Inventory and supplies	4,509	1,574	246	359	2,203	-	-	-	-	-	-	8,891
Prepaid expenses	161	248	19	28	170	-	-	-	(539)	-	-	91
Due from Agency and other programs*	11,108	10,805	2,554	2,018	25,138	-	37,047	-	(97,450)	-	-	-
TOTAL CURRENT ASSETS	15,784	12,627	2,820	2,406	27,586	-	38,398	-	7,941	-	116,355	-
RESTRICTED ASSETS												
Cash and cash equivalents	1,913	6,068	605	-	2,160	-	4,016	-	18,827	-	33,589	27,894
Investments	26,953	28,729	1,551	-	28,411	-	25,853	-	57,481	-	168,978	71,956
Interest receivable	141	100	5	-	112	-	-	-	305	-	663	-
TOTAL RESTRICTED ASSETS	29,007	34,897	2,161	-	30,683	-	29,869	-	76,613	-	203,230	-
ELECTRIC PLANT												
Electric plant in service	571,523	395,116	64,852	36,552	423,853	7,736	-	894	6,147	-	1,506,673	1,506,673
Less: accumulated depreciation	(540,012)	(273,264)	(50,936)	(34,703)	(98,607)	(7,736)	-	(522)	(3,460)	-	(1,009,240)	(1,009,240)
	31,511	121,852	13,916	1,849	325,246	-	-	372	2,687	-	497,433	497,433
Construction work-in-progress	-	-	-	-	182	-	-	-	-	-	182	-
TOTAL ELECTRIC PLANT	31,511	121,852	13,916	1,849	325,428	-	-	372	2,687	-	497,615	-
OTHER ASSETS												
Regulatory assets	(970)	131,833	8,497	-	24,886	-	-	-	60,331	-	224,577	224,577
Unused vendor credits	-	-	-	-	-	-	-	-	-	93	93	93
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	581	581	581
Investment in associated company	-	-	-	-	-	-	-	-	265	-	265	265
TOTAL ASSETS	75,332	301,209	27,394	4,255	408,583	-	68,267	9,839	147,837	-	1,042,716	-
DEFERRED OUTFLOWS OF RESOURCES												
Excess cost on refunding of debt	1,543	27,733	762	-	1,770	-	-	-	-	-	31,808	31,808
Pension deferrals and OPEB deferrals	-	-	-	-	-	-	-	-	-	-	16,835	16,835
Asset Retirement Obligations	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,543	27,733	762	-	1,770	-	-	-	-	-	48,643	-
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	76,875	328,942	28,156	4,255	410,353	-	68,267	9,839	164,672	\$	1,091,359	\$

* Eliminated in Combination

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

August 31, 2019

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Associated Member Services	Other Agency	Combined	
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 354	\$ 534	\$ -	\$ 508	\$ 2,215	\$ -	\$ -	\$ 5,542	\$ 49,330	
Accounts and retentions payable - restricted for construction	-	10	-	-	-	-	-	-	10	
Member advances	791	-	-	-	-	-	729	-	1,520	
Operating reserves	2,793	250	462	2,886	14,866	-	-	-	21,257	
Current portion of long-term debt	5,290	20,725	4,490	-	12,040	-	-	-	42,545	
Accrued interest payable	61	2,656	95	-	3,497	-	-	-	6,309	
TOTAL CURRENT LIABILITIES	9,289	24,175	5,047	3,394	32,618	-	729	5,542	120,971	
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	68,575	68,575	
Operating reserves and other deposits	22,112	15,828	-	-	1,159	-	4,073	76,542	152,531	
Interest rate swap liability	-	14,613	-	-	-	-	-	-	14,613	
Asset Retirement Obligations	-	-	-	-	-	-	-	-	-	
Long-term debt, net	15,505	261,059	21,358	-	319,050	-	-	-	616,972	
TOTAL NON-CURRENT LIABILITIES	37,617	291,500	21,358	-	320,209	-	4,073	145,117	852,691	
TOTAL LIABILITIES	46,906	315,675	26,405	3,394	352,827	-	4,802	150,659	973,662	
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	18,485	3,627	852	2,021	38,406	-	372	3,175	66,938	
Pension and OPEB deferrals	-	-	-	-	-	-	-	5,749	5,749	
TOTAL DEFERRED INFLOWS OF RESOURCES	18,485	3,627	852	2,021	38,406	-	372	8,924	72,687	
NET POSITION										
Net investment in capital assets	(1,529)	(12,460)	(3,247)	-	(14,754)	-	-	-	(31,990)	
Restricted	(14,554)	12,222	2,066	-	15,789	-	-	71	12,819	
Unrestricted	27,567	9,878	2,080	(1,160)	18,085	-	4,665	5,018	64,181	
TOTAL NET POSITION	11,484	9,640	899	(1,160)	19,120	-	4,665	5,089	45,010	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 76,875	\$ 328,942	\$ 28,156	\$ 4,255	\$ 410,353	\$ -	\$ 9,839	\$ 164,672	\$ 1,091,359	

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 31, 2019

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
OPERATING REVENUES													
Participants													
Other Third-Party													
TOTAL OPERATING REVENUES													
OPERATING EXPENSES													
Purchased power													
Operations													
Transmission													
Depreciation													
Maintenance													
Administrative and general													
Intercompany (sales) purchases, net*													
TOTAL OPERATING EXPENSES													
NET OPERATING REVENUES													
NON OPERATING (EXPENSES) REVENUES													
Interest expense													
Interest income													
Other													
TOTAL NON OPERATING (EXPENSES) REVENUES													
FUTURE RECOVERABLE AMOUNTS													
REFUNDS TO PARTICIPANTS													
INCREASE (DECREASE) IN NET POSITION													
NET POSITION, Beginning of year													
NET POSITION, Period ended													

* Eliminated in Combination

**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 August 31, 2019**

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 7,008,096
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120	CDWR	Training	72
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 7,008,168</u>

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



Commission Staff Report

September 17, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: Treasurer's Report for Month Ended August 31, 2019

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members.

BACKGROUND:

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

Cash – At month end cash totaled \$4,051,875 of which approximately \$155,005 was applicable to Special and Reserve Fund Deposits, \$5,997 to Debt Service and \$3,890,873 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 \$298,278,411 at month end. The current market value of the portfolio totaled \$300,463,422.

The overall portfolio had a combined weighted average interest rate of 2.248% with a bond equivalent yield (yield to maturity) of 2.279%. Investments with a maturity greater than one year totaled \$170,823,000. August maturities totaled \$42 million and monthly receipts totaled \$47 million. During the month \$51 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills decreased 10 basis points (from 2.09% to 1.99%) and rates on one year T-Bills decreased 23 basis points (from 1.98% to 1.75%).

To the best of my knowledge and belief, all securities held by NCPA as of August 31, 2019 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

SR: 199:19

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

AUGUST 31, 2019

TABLE OF CONTENTS

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INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
August 31, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,417,304	\$ 125,991,245	\$ 128,408,549	42.47%
Special Deposits	1,440,653	-	1,440,653	0.49%
Construction	32,916	5,055,480	5,088,396	1.68%
Debt Service	5,997	16,119,329	16,125,326	5.33%
Special & Reserve	155,005	151,112,357	151,267,362	50.03%
	<u>\$ 4,051,875</u>	<u>\$ 298,278,411</u>	<u>\$ 302,330,286</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 300,463,422

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
August 31, 2019**

	RECEIPTS			EXPENDITURES			CASH
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/	INCREASE /
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	(DECREASE)
NCPA FUNDS							
Operating	\$ 41,344,549	\$ 186,679	\$ 35,632,564	\$ (20,328,928)	\$ (37,248,747)	\$ (19,420,523)	\$ 165,594
Special Deposits	4,144,918	9	-	(16,308,381)	-	12,255,879	92,425
Construction	-	31,293	-	-	(199,278)	-	(167,985)
Debt Service	125	1,472	1,440,609	(4,956,638)	(5,858,260)	5,809,032	(3,563,660)
Special & Reserve	1,177,424	118,211	5,272,740	-	(8,083,452)	1,355,612	(159,465)
	<u>\$ 46,667,016</u>	<u>\$ 337,664</u>	<u>\$ 42,345,913</u>	<u>\$ (41,593,947)</u>	<u>\$ (51,389,737)</u>	<u>\$ -</u>	<u>\$ (3,633,091)</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, 2019**

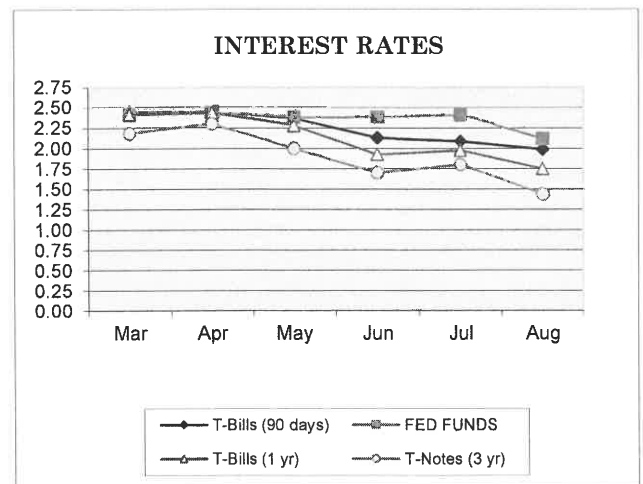
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS		
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)	
NCPA FUNDS							
Operating	\$ 37,248,747	\$ (35,632,564)	\$ 13,430	\$ -	\$ -	\$ -	\$ 1,629,613
Special Deposits	-	-	-	-	-	-	-
Construction	199,278	-	4,148	-	-	-	203,426
Debt Service	5,858,260	(1,440,609)	18,388	-	-	-	4,436,039
Special & Reserve	8,083,452	(5,272,740)	6,899	-	-	-	2,817,611
	<u>\$ 51,389,737</u>	<u>\$ (42,345,913)</u>	<u>\$ 42,865</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,086,689</u>
Less Non- Cash Activity							
Disc/(Prem) Amortization & Gain/(Loss) on Sale							<u>(42,865)</u>
Net Change in Investment --Before Non-Cash Activity							<u>\$ 9,043,824</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
August 31, 2019**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>2.248%</u>	<u>2.279%</u>
<u>OPERATING FUNDS:</u>	2.183%	2.285%
<u>PROJECTS:</u>		
Geothermal	2.380%	2.489%
Capital Facilities	2.218%	2.206%
Hydroelectric	2.345%	2.430%
Lodi Energy Center	2.007%	1.854%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	2.12%	1.92%
T-Bills (90da.)	1.99%	2.12%
Agency Disc (90da.)	1.82%	2.05%
T-Bills (1yr.)	1.75%	2.47%
Agency Disc (1yr.)	1.47%	2.27%
T-Notes (3yr.)	1.44%	2.72%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
August 31, 2019**

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	\$ -	\$ 6,288	\$19,410	\$ -	\$ 14,694	\$ 102,277	\$ 2,000	\$ 144,669	48.01%
Corporate Bonds (MTN)	-	-	-	1,000	-	64,900	-	65,900	21.87%
US Bank Trust Money Market	441	-	-	-	-	-	-	441	0.15%
Commercial Paper	33,496	-	-	-	-	-	-	33,496	11.13%
Investment Trusts (LAIF)	44,684	-	-	-	-	-	-	44,684	14.83%
Investment Trusts (CAMP)	5,109	-	-	-	-	-	-	5,109	1.71%
U.S.Treasury Market Acct. *	2,515	-	-	-	-	-	-	2,515	0.83%
U.S.Treasury Bill/Note	-	1,316	1,494	-	66	146	-	3,022	1.00%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.50%
Total Dollars	\$ 86,245	\$7,614	\$20,904	\$1,000	\$14,760	\$168,823	\$2,000	\$ 301,346	100.00%
Total Percents	28.61%	2.53%	6.94%	0.33%	4.90%	56.02%	0.66%	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
08/31/2019



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	29,525,000	1.850	11/26/2014	29,525,000		1	1.850	29,525,000	SYS70101	70101	29,525,000
Local Agency Investm	LAIF	21,384,028	2.565	07/01/2013	21,384,028		1	2.565	21,384,028	SYS70000	70000	21,384,028
California Asset Mgm	CMP	4,474	2.640	10/19/2018	4,474		1	2.640	4,474	SYS70070	70070	4,474
Union Bank of Califo	UBOC	11,708	0.002	07/01/2013	11,708		1	0.002	11,708	SYS70014	70014	11,708
US Bank	USB	2,417,304	0.001	06/30/2013	2,417,304		1	0.001	2,417,304	SYS70050	70050	2,417,304
US Bank	USB	3,971,467	0.850	08/24/2017	3,971,467		1	0.850	3,971,467	SYS70056	70056	3,971,467
US Bank	USB	10,000	0.050	07/07/2019	10,000	10/07/2019	36	0.050	10,000	SYS30318	30318	10,000
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	253	2.937	1,006,000	369550BA5	26688	999,569
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	320	1.490	4,988,582	3130ABTW6	26466	4,979,675
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	471	2.848	1,001,920	931142EA7	26674	988,230
John Deere Capital C	UBOC	500,000	2.350	09/12/2018	492,195	01/08/2021	495	3.057	503,160	24422ETZ2	26676	495,404
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	506	1.411	2,770,156	3130A8P80	26355	2,784,572
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	546	2.969	1,006,570	17275RBD3	26667	989,003
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	561	2.086	506,955	63743HER9	26847	506,043
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	578	2.846	500,975	437076BL5	26558	493,620
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	626	2.919	997,220	458140AW0	26670	979,997
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	641	2.858	501,440	717081DX8	26617	492,405
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	694	1.620	2,606,918	3133EHSR5	26465	2,606,760
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	722	1.500	3,490,970	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	739	3.149	995,740	02665WBG5	26669	972,228
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	744	3.018	1,022,060	88579YBA8	26675	999,645
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	878	2.200	202,186	3134GAV92	26403	202,000
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	889	3.060	1,014,260	742718DY2	26673	982,565
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	914	2.982	1,012,840	478160CD4	26671	982,686
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	943	3.315	511,985	87236YAE8	26601	495,593
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	974	2.924	505,685	713448DT2	26557	491,568
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	983	2.329	1,138,491	037833CQ1	28525	1,122,473
Boeing Co.	UBOC	500,000	2.200	06/12/2018	482,180	10/30/2022	1,155	3.074	502,115	097023BN4	28612	487,138
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	1,172	3.157	509,620	02665WCA7	28614	491,703
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,191	3.008	508,765	168764AB6	28555	490,131
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,200	3.135	412,576	92826CAC6	26647	395,898
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,228	3.315	1,028,870	89236TEL5	26645	980,888
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,249	3.484	511,880	828807CN5	26603	488,820
Oracle Corp.	UBOC	500,000	2.825	03/21/2018	488,010	02/15/2023	1,263	3.154	510,855	68389XBR5	26556	491,544
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,277	3.068	1,030,820	30231GAR3	26648	988,876
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,282	3.264	514,490	24422ETG4	26613	492,463
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,291	3.086	515,935	084670BR8	26554	494,518
United Parcel Serv	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,308	3.248	508,635	911312BK1	26600	487,677
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,308	3.308	508,635	911312BK1	26677	486,641
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,318	2.104	512,535	931142DH3	26848	507,692

Northern California Power Agency
Treasurer's Report

08/31/2019

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
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,335	3.443	527,065	06406RAG2	26602	500,934
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,352	3.236	525,660	427866AZ1	26615	502,351
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,422	3.399	1,053,140	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,437	3.172	1,012,550	594918BO6	26672	957,563
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,475	2.630	4,206,968	68389XBL8	28820	4,108,699
Federal Farm Credit	UBOC	1,500,000	3.340	11/21/2018	1,500,000	10/04/2023	1,494	3.339	1,502,145	3133EJES9	26714	1,500,000
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,614	3.561	537,620	46625HJTB	26760	512,953
Fund Total and Average		\$ 100,056,318	2.076		\$ 99,640,706		383	2.195	\$ 100,528,973			\$ 99,754,526

MPP GHG Auction Acct

Local Agency Investm		6,871	2.565	07/01/2013	6,871		1	2.565	6,871	SYS70045	70045	6,871
Fund Total and Average		\$ 6,871	2.566		\$ 6,871		1	2.566	\$ 6,871			\$ 6,871

SCPA Balancing Account

Local Agency Investm	LAIF	2,638,934	2.565	07/01/2013	2,638,934		1	2.565	2,638,934	SYS70022	70022	2,638,934
Union Bank of Calif	UBOC	80,563	0.002	07/01/2013	80,563		1	0.002	80,563	SYS70023	70023	80,563
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	376	2.870	758,490	318370JUS5	26717	750,028
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	425	2.672	1,148,425	3135GORM7	26734	1,136,472
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	610	3.000	501,200	06406FAB9	26570	482,464
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	895	2.798	508,150	594918BA1	26574	495,109
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	915	3.186	509,175	25468PDQ6	26630	491,331
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	943	3.100	511,985	87236YAE8	26571	498,189
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,004	2.918	511,985	437076BG6	26572	496,224
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,110	3.161	506,365	74460DAB5	26573	488,865
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	1,200	3.096	257,860	92826CAC6	26632	247,735
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	1,201	3.070	514,665	458140AM2	26625	494,348
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,227	3.203	563,211	89233PF77	26598	540,142
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	1,276	3.170	513,110	17275RBE1	26624	490,796
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,277	3.055	515,410	30231GAR3	26599	494,668
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,291	3.185	515,935	084670BR8	26596	492,908
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,308	3.191	508,635	911312BK1	26627	488,578
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,338	3.108	508,035	654106AC7	26597	485,526
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,369	3.438	512,950	828807DD6	26631	488,196
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,383	3.467	2,627,378	3134GSMY8	26653	2,603,051
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,383	3.150	520,830	717081DH3	26626	497,375
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,457	3.039	2,531,700	3134GSUZ6	26654	2,500,998
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,579	3.100	2,034,080	3130AFKR7	26736	2,000,000
Federal Home Loan Mt	UBOC	2,500,000	2.875	02/28/2019	2,500,000	02/28/2024	1,641	2.875	2,511,750	3134GSSG8	26759	2,500,000
Federal Home Loan Mt	UBOC	2,000,000	2.760	04/01/2019	2,000,000	04/01/2024	1,674	2.760	2,010,340	3134GSDJ8	26797	2,000,000



Northern California Power Agency
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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchase Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,674	2.853	2,009,840	3134GS7H2	26798	2,000,000
Federal Home Loan Mt	UBOC	2,180,000	2.700	04/30/2019	2,180,000	04/30/2024	1,703	2.700	2,191,641	3134GTCQ4	26799	2,180,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,789	2.410	500,845	89236TGD1	26831	500,000
Fund Total and Average		\$ 28,699,497	2.666		\$ 28,516,755		1238	2.948	\$ 29,023,487			\$ 28,572,508

General Operating Reserve

Local Agency Investm	LAIF	13,723,122	2.565	07/01/2013	13,723,122		1	2.565	13,723,122	SYS70000	70002	13,723,122
California Asset Mgm	CMP	5,104,470	2.640	12/14/2018	5,104,470		1	2.640	5,104,470	SYS70071	70071	5,104,470
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal National Mtg	UBOC	2,000,000	1.750	08/28/2015	2,026,240	11/26/2019	86	1.430	1,998,620	3135G0Z2	26246	2,001,460
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	506	1.463	4,262,932	3133EGMP7	26356	4,283,682
Federal Home Loan Ba	UBOC	9,720,000	1.400	07/19/2016	9,715,140	01/19/2021	506	1.411	9,668,192	3130A8P80	26354	9,718,506
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	632	1.625	5,143,314	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	635	1.500	1,294,696	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	640	1.690	10,607,317	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	878	2.200	467,430	3134GAV92	26402	467,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	895	2.972	406,520	594918BA1	26578	394,505
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	943	3.335	511,985	87236YAE8	26582	495,366
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	983	2.329	4,079,755	037833CQ1	26524	4,022,357
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,013	1.760	3,634,774	313379Q89	26467	3,609,553
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	1,050	3.083	517,610	713448CX4	26580	500,211
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	1,187	2.937	506,485	25468PCW4	26739	491,020
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,200	3.145	515,720	92826CAC6	26584	494,752
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	1,240	3.140	772,493	90331HNL3	26737	743,093
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,246	3.325	515,445	06408RAE7	26575	494,114
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,263	3.195	510,855	68389XBR5	26579	490,898
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,269	3.225	511,025	74005PBF0	26581	491,607
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,291	3.243	515,935	084670BR8	26576	491,975
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,308	3.245	508,635	911312BK1	26583	487,743
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,353	2.939	770,370	166676BK5	26740	740,285
Boeing Co.	UBOC	500,000	1.875	01/30/2019	477,500	06/15/2023	1,383	2.979	497,185	097023BQ7	26741	480,514
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,392	2.847	523,455	166676AH3	26755	506,116
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,394	2.864	529,310	931142EK5	26758	509,544
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,475	2.908	524,950	717081EN9	26738	505,458
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,494	3.339	1,001,430	3133EJ39	26715	1,000,000
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,605	3.319	532,455	17325FA57	26756	506,634
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,614	3.535	537,620	46625HJ78	26757	513,401
HSBC USA INC	UBOC	1,700,000	3.000	02/20/2019	1,700,000	02/20/2024	1,633	3.503	1,706,307	40435UGC2	26754	1,700,000
Federal Home Loan Mt	UBOC	500,000	2.700	04/30/2019	500,000	04/30/2024	1,703	2.700	502,670	3134GTCQ4	26816	500,000
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,789	2.410	751,268	89236TGD1	26841	750,000

Northern California Power Agency
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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,821	2.100	2,999,760	31422BKG4	26871	3,000,000
Fund Total and Average		\$ 76,341,044	2.136		\$ 76,324,065		657	2.156	\$ 76,654,060			\$ 76,308,386
GRAND TOTALS:		\$ 205,103,730	2.183		\$ 204,488,397		605	2.285	\$ 206,213,391.			\$ 204,642,291

*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 08/31/2019

Investment #26332 FNMA Callable quarterly
 Investment #26335 FFCB Callable anytime
 Investment #26354 FHLB Callable anytime
 Investment #26355 FHLB Callable anytime
 Investment #26356 FFCB Callable anytime
 Investment #26368 FNMA Callable quarterly
 Investment #26385 FHLMC Callable quarterly
 Investment #26402 FHLMC Callable quarterly
 Investment #26403 FHLMC Callable on 6/23/2023
 Investment #26646 USB Callable on 6/15/2020
 Investment #26653 FHLMC Callable on 10/4/2019
 Investment #26714 FFCB Callable on 10/4/2019
 Investment #26715 FFCB Callable on 10/4/2019
 Investment #26736 FHLB Callable on 12/28/2020
 Investment #26754 HSBC Callable on 2/20/2020
 Investment #26797 FHLMC Callable on 4/01/2020
 Investment #26798 FHLMC Callable on 4/01/2020
 Investment #26799 FHLMC Callable on 4/30/2020
 Investment #26816 FHLMC Callable on 4/30/2020
 Investment #26820 ORCL Callable on 7/15/2023
 Investment #26831 TOYOTA Callable semi-annually starting 7/25/2021
 Investment #26841 TOYOTA Callable semi-annually starting 7/25/2021
 Investment# 26848 WMT Callable on 01/11/2023
 Investment# 26871 FAMC Callable quarterly starting 8/26/2020

Northern California Power Agency
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GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	200,000	1.939	08/26/2019	199,278	11/01/2019	61	1.974	199,354	313384NS4A	26856	199,343
Federal Home Loan Ba	USB	709,000	1.940	07/30/2019	695,131	07/27/2020	330	1.996	697,699	313384ZX0	26850	696,392
Fund Total and Average		\$ 909,000	1.940		\$ 894,409		270	1.991	\$ 897,053			\$ 896,735

Geo 2012A Debt Service

Federal Home Loan Mt	USBT	127,000	1.960	07/25/2019	125,887	01/02/2020	123	2.004	126,188	313396RG0	26832	126,150
Federal Home Loan Mt	USBT	124,000	1.760	08/26/2019	123,218	01/02/2020	123	1.795	123,208	313396RG0	26857	123,254
Fund Total and Average		\$ 251,000	1.861		\$ 249,105		123	1.902	\$ 249,396			\$ 249,404

Geo 2016A Debt Service

Federal Home Loan Mt	USBT	293,000	1.960	07/25/2019	290,432	01/02/2020	123	2.004	291,128	313396RG0	26833	291,038
Federal Home Loan Mt	USBT	291,000	1.760	08/26/2019	289,165	01/02/2020	123	1.795	289,141	313396RG0	26858	289,250
Fund Total and Average		\$ 584,000	1.860		\$ 579,597		123	1.901	\$ 580,269			\$ 580,288

Geothermal Special Reserve

Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
Federal Home Loan Ba	UBOC	1,500,000	2.100	07/30/2019	1,500,000	04/29/2021	606	2.100	1,501,185	3130AGT54	26853	1,500,000
Fund Total and Average		\$ 1,500,000	2.100		\$ 1,500,000		606	2.101	\$ 1,501,185			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	667,529	2.565	07/01/2013	667,529		1	2.565	667,529	SYS70027	70027	667,529
Union Bank of Califo	UBOC	5,109	0.002	07/01/2013	5,109		1	0.002	5,109	SYS70034	70034	5,109
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	530	3.265	504,340	02665WCD1	26726	495,724
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	590	3.276	508,665	89236TEU5	26727	497,476
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	635	1.500	1,991,840	3136G33W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	729	3.002	255,918	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	830	3.103	758,580	69353REY0	26553	741,144
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	878	2.200	941,866	3134GAV92	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	983	2.329	872,829	037833CQ1	26499	860,549
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	1,094	3.154	259,523	949763TLOA	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	1,095	3.051	258,800	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	1,101	3.152	259,523	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,560	12/01/2022	1,187	3.004	759,653	25468PCW4	26551	735,223
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,244	3.104	771,383	24422ER18	26550	742,826

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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
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,246	3.229	773,168	06406RAE7	26549	743,426
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,254	3.140	514,465	44932HAH6	26548	497,770
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,459	3.203	261,965	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,467	3.301	262,938	17312QSS3A4	30314	250,000
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,494	3.339	1,001,430	3133EJES9	26716	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	2.760	04/01/2019	1,000,000	04/01/2024	1,674	2.760	1,005,170	3134GS7J8	26817	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,674	2.853	2,009,840	3134GS7H2	26818	2,000,000
Federal Home Loan Mt	UBOC	1,960,000	2.700	04/30/2019	1,960,000	04/30/2024	1,703	2.700	1,970,466	3134GTCQ4	26819	1,960,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,789	2.410	500,845	89236TGD1	26842	500,000
Federal Home Loan Mt	UBOC	1,604,000	2.450	08/01/2019	1,604,000	08/01/2024	1,796	2.450	1,604,674	3134GTF31	26855	1,604,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	2,152	3.455	2,059,240	3133EJUT4	26644	1,999,410
Fund Total and Average		\$ 20,538,849	2.653		\$ 20,468,063		1324	2.766	\$ 20,779,759			\$ 20,491,186

GEO Debt Service Reserve Acct

Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	31	1.530	2,513,290	3137EADM8	26197	2,514,416
Federal Home Loan Ba	USB	1,039,000	2.090	07/25/2019	1,034,838	10/02/2019	31	2.127	1,037,306	313384MLDA	26843	1,037,130
Fund Total and Average		\$ 3,554,000	1.495		\$ 3,518,677		31	1.705	\$ 3,550,596			\$ 3,551,546

Geo 2012A DSR Account

U.S. Treasury	USB	12,000	2.394	10/17/2018	11,714	10/10/2019	39	2.472	11,975	912796RF8	26693	11,969
U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	347	1.590	64,912	912796TD1	26867	65,013
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	632	1.625	1,511,508	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,595,000	1.628		\$ 1,593,710		616	1.630	\$ 1,588,395			\$ 1,593,962
GRAND TOTALS:		\$ 28,931,849	2.380		\$ 28,803,561		1021	2.489	\$ 28,146,653.			\$ 28,862,141

*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 08/31/2019

- Investment #26333 FNMA Callable quarterly
- Investment #26369 FNMA Callable quarterly
- Investment #26404 FHLMC Callable quarterly
- Investment #26644 FFCB Callable anytime starting 7/23/2021
- Investment #26716 FFCB Callable on 10/4/2019
- Investment #26817 FHLMC Callable on 4/01/2020
- Investment #26818 FHLMC Callable on 4/01/2020
- Investment #26819 FHLMC Callable on 4/30/2020
- Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
- Investment #26853 FHLB Callable quarterly starting 01/29/2020
- Investment #26855 FHLMC Callable quarterly starting 11/01/2019

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Cap Facilities Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	534,000	1.929	08/26/2019	531,661	11/15/2019	75	1.965	531,869	313384PG6A	26862	531,853
Fund Total and Average		\$ 534,000	1.930		\$ 531,681		75	1.965	\$ 531,869			\$ 531,853

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	36,000	2.397	10/17/2018	35,142	10/10/2019	39	2.475	35,926	912796RF8	26697	35,906
U.S. Treasury	USB	72,000	1.795	08/26/2019	71,713	11/14/2019	74	1.827	71,722	912796SS9	26869	71,734
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	696	1.530	70,981	3136G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	865	2.340	1,470,706	3137EADB2	25845	1,444,057
Fund Total and Average		\$ 1,622,000	2.313		\$ 1,625,285		804	2.285	\$ 1,649,345			\$ 1,622,697
GRAND TOTALS:		\$ 2,156,000	2.218		\$ 2,156,966		624	2.206	\$ 2,181,214.			\$ 2,154,550

*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 Investment #26358 FNMA Callable quarterly 08/31/2019

Northern California Power Agency
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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond+ Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	4,518,719	2.565	07/01/2013	4,518,719		1	2.565	4,518,719	SYS70028	70028	4,518,719
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
U.S. Treasury	UBOC	1,196,000	2.000	07/31/2019	1,189,887	10/31/2019	60	2.038	1,192,257	912796SQ3	26849	1,192,013
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	867	3.314	507,070	07330NAQ8	26618	492,346
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	917	2.946	508,255	30231GAJ1	26621	493,497
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	926	3.182	564,174	91159HHC7	26651	547,605
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,110	3.051	506,365	74460DAB5	26546	490,396
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,200	3.051	515,720	92828CAC6	26547	496,174
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,228	3.215	514,435	89236TEL5	26619	491,997
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,263	3.121	510,855	86389XBR5	26545	492,073
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,277	2.971	512,250	097023BWM4	26544	497,229
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,308	3.182	508,635	911312BK1	26620	488,727
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,860	05/01/2023	1,338	2.965	555,253	19416QEC0	26652	533,450
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,509	3.250	1,525,530	3130AEYR5	26701	1,500,000
Federal Farm Credit	UBOC	1,513,000	2.190	08/23/2019	1,513,000	11/15/2023	1,536	2.190	1,512,864	3133EKZQ2	26870	1,513,000
Federal Home Loan Ba	UBOC	2,000,000	3.100	01/29/2019	2,000,000	01/29/2024	1,611	3.100	2,008,760	3130AFRR0	26742	2,000,000
Fund Total and Average		\$ 15,827,719	2.628		\$ 15,714,668		865	2.794	\$ 15,961,142			\$ 15,747,226

Hydro Initial Facilities

Federal Home Loan Mt	USB	1,707,000	2.000	07/30/2019	1,692,396	12/31/2019	121	2.045	1,696,058	313399RE5	26851	1,695,525
Federal Farm Credit	USB	2,464,000	2.540	02/12/2019	2,464,493	02/12/2020	164	2.519	2,472,131	3133EKAF3	26761	2,464,220
Fund Total and Average		\$ 4,171,000	2.320		\$ 4,156,889		146	2.326	\$ 4,168,189			\$ 4,159,745

Hydro Debt Service

Federal Home Loan Mt	USBT	547,000	2.000	07/30/2019	542,320	12/31/2019	121	2.045	543,484	313399RE5	26852	543,323
Federal Home Loan Mt	USBT	2,821,000	1.960	07/25/2019	2,796,272	01/02/2020	123	2.004	2,802,974	313396RG0	26834	2,802,109
Federal Home Loan Mt	USBT	796,000	1.760	08/26/2019	790,980	01/02/2020	123	1.795	790,914	313396RG0	26859	791,213
Fund Total and Average		\$ 4,164,000	1.927		\$ 4,129,572		123	1.970	\$ 4,137,382			\$ 4,136,645

Hydro 2018A Debt Service

Federal Home Loan Mt	USBT	1,156,000	1.960	07/25/2019	1,145,867	01/02/2020	123	2.004	1,148,613	313396RG0	26835	1,148,259
Federal Home Loan Mt	USBT	1,151,000	1.759	08/26/2019	1,143,741	01/02/2020	123	1.795	1,143,645	313396RG0	26860	1,144,079
Fund Total and Average		\$ 2,307,000	1.860		\$ 2,289,608		123	1.900	\$ 2,292,258			\$ 2,292,338

Northern California Power Agency
Treasurer's Report

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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
Hydro 2019A Debt Service												
Federal Home Loan Mt	USBT	814,000	1.959	07/25/2019	806,865	01/02/2020	123	2.004	808,799	313396RGO	26836	808,549
Federal Home Loan Mt	USBT	811,000	1.760	08/26/2019	805,885	01/02/2020	123	1.795	805,818	313396RGO	26861	806,123
Fund Total and Average		\$ 1,625,000	1.860		\$ 1,612,750		123	1.900	\$ 1,614,617			\$ 1,614,672

Hydro 2012A Rebate Account

U.S. Treasury	USB	32,000	1.690	08/26/2019	31,733	02/20/2020	172	1.727	31,723	912796TGA	26868	31,742
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	708	1.790	689,007	3134G93A3	26432	690,083
Fund Total and Average		\$ 721,000	1.867		\$ 723,124		684	1.787	\$ 720,730			\$ 721,825

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
Federal Home Loan Ba	UBOC	1,500,000	2.100	07/30/2019	1,500,000	04/29/2021	606	2.100	1,501,185	3130AGT54	26854	1,500,000
Fund Total and Average		\$ 1,500,000	2.100		\$ 1,500,000		606	2.101	\$ 1,501,185			\$ 1,500,000

Hydro 2012 Cost of Issuance

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

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	338	1.680	99,947	3133EE5Z9	26244	100,062
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	533	2.251	147,272	9128283X6	26539	145,996
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	696	1.530	93,989	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	865	2.380	4,003,418	3137EADB2	25852	3,927,579
Fund Total and Average		\$ 4,268,000	2.337		\$ 4,266,553		838	2.340	\$ 4,344,626			\$ 4,267,637

GRAND TOTALS: \$ 34,583,719 2,345 \$ 34,393,164 587 2,430 \$ 34,740,129 \$ 34,440,088

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 Investments with less than 6 months to maturity use an approximate method, all others use an exact method.
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Investment #26359 FNMA Callable quarterly

Investment #26701 FHLB Callable until 10/19/2020

Investment #26742 FHLB Callable quarterly

Investment #26854 FHLB Callable quarterly starting 01/29/2020

Investment #26870 FCCB Callable on and anytime after 11/15/2019

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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		74,643	2.565	07/01/2013	74,643		1	2.565	74,643	SYS70046	70046	74,643
Fund Total and Average		\$ 74,643	2.566		\$ 74,643		1	2.566	\$ 74,643			\$ 74,643

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	624	0.600	07/01/2013	624		1	0.600	624	SYS79003	79003	624
Federal Home Loan Ba	USBT	1,120,000	1.940	07/25/2019	1,112,154	12/02/2019	92	1.980	1,114,568	313384PZ6A	26837	1,114,447
Federal Home Loan Ba	USBT	501,000	1.810	08/26/2019	498,531	12/02/2019	92	1.844	498,570	313384PZ6A	26863	498,683
Fund Total and Average		\$ 1,621,624	1.899		\$ 1,611,309		92	1.938	\$ 1,613,762			\$ 1,613,764

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	725	0.600	07/01/2013	725		1	0.600	725	SYS79004	79004	725
Federal Home Loan Ba	USBT	1,520,000	1.939	07/25/2019	1,509,352	12/02/2019	92	1.980	1,512,628	313384PZ6A	26838	1,512,464
Federal Home Loan Ba	USBT	727,000	1.810	08/26/2019	723,418	12/02/2019	92	1.844	723,474	313384PZ6A	26864	723,637
Fund Total and Average		\$ 2,247,725	1.898		\$ 2,233,495		92	1.936	\$ 2,236,827			\$ 2,236,826

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	435,026	0.600	07/01/2013	435,026		1	0.600	435,026	SYS79011	79011	435,026
Fund Total and Average		\$ 435,026	0.600		\$ 435,026		1	0.600	\$ 435,026			\$ 435,026

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	303	0.600	07/01/2013	303		1	0.600	303	SYS79012	79012	303
Federal Home Loan Ba	USBT	1,181,000	1.940	07/25/2019	1,172,726	12/02/2019	92	1.980	1,175,272	313384PZ6A	26839	1,175,145
Federal Home Loan Ba	USBT	786,000	1.810	08/26/2019	782,127	12/02/2019	92	1.844	782,188	313384PZ6A	26865	782,364
Fund Total and Average		\$ 1,967,303	1.888		\$ 1,955,156		92	1.926	\$ 1,957,763			\$ 1,957,812

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	303,000	1.939	07/25/2019	300,877	12/02/2019	92	1.980	301,530	313384PZ6A	26840	301,498
Federal Home Loan Ba	USBT	170,000	1.810	08/26/2019	169,162	12/02/2019	92	1.844	169,176	313384PZ6A	26866	169,214
Fund Total and Average		\$ 473,000	1.893		\$ 470,039		92	1.932	\$ 470,706			\$ 470,712

LEC Issue #1 2010 DSR Fund

Fund Total and Average												
Fund Total and Average		\$ 473,000	1.893		\$ 470,039		92	1.932	\$ 470,706			\$ 470,712

Northern California Power Agency
Treasurer's Report

08/31/2019

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
US Bank Trust	USB	1,519	0.600	07/01/2013	1,519		1	0.600	1,519	SYS79005	79005	1,519
U.S. Treasury	USB	333,000	2.000	07/25/2019	329,633	01/23/2020	144	2.048	330,572	912796TC3	26844	330,336
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	632	1.659	4,347,400	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	711	1.699	148,916	3137EAE09	26454	148,384
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,013	1.760	4,168,552	313379Q69	26463	4,139,627
Fund Total and Average		\$ 8,944,519	1.878		\$ 9,006,106		791	1.721	\$ 8,996,959			\$ 8,979,866

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	990	0.600	07/01/2013	990		1	0.600	990	SYS79006	79006	990
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	285	1.540	2,170,054	313370E38	26455	2,174,933
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	327	1.980	147,630	313384ZU6	26845	147,384
Fund Total and Average		\$ 2,295,990	3.282		\$ 2,403,216		288	1.568	\$ 2,318,674			\$ 2,323,307

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,594	0.600	07/01/2013	1,594		1	0.600	1,594	SYS79013	79013	1,594
U.S. Treasury	USB	1,129,000	1.999	07/25/2019	1,117,585	01/23/2020	144	2.048	1,120,770	912796TC3	26846	1,119,968
Fund Total and Average		\$ 1,130,594	1.998		\$ 1,119,179		144	2.046	\$ 1,122,364			\$ 1,121,562

LEC O & M Reserve

Local Agency Investm	UBOC	1,670,393	2.565	07/01/2013	1,670,393		1	2.565	1,670,393	SYS70047	70047	1,670,393
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	278	1.550	3,607,445	3130ABJQ0	26440	3,614,728
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	303	1.300	2,986,980	3136G3UJ2	26341	3,000,000
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	995	2.456	606,484	90331HPC1	26822	598,014
Federal Home Loan Mt	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,662	2.990	2,501,325	3134GSR2	26774	2,500,000
Fund Total and Average		\$ 11,380,393	1.962		\$ 11,382,635		586	1.997	\$ 11,372,627			\$ 11,383,135

GRAND TOTALS:

		\$ 30,570,817	2.007		\$ 30,690,804		496	1.854	\$ 30,599,351.			\$ 30,596,643
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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 08/31/2019
Investment #26337 FFCB Callable anytime
Investment #26822 USB Callable on and anytime after 4/22/2022



Commission Staff Report

September 16, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: Sale or Disposal of Surplus Property

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>sl</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 items from the Hydroelectric facility:

- Compressor
- Truck tool boxes
- Ford F250 truck bed cap
- Workbench

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal


DECLARATION OF SURPLUS EQUIPMENT
REVISION REQUEST
Solvent Station
July 18, 2019

NCPA Hydroelectric Facility submitted a Declaration of Surplus Equipment for our Snap-On Parts Washer and Degreaser Solvent Station on May 15, 2019. The Solvent Station had not been used for an extended period and was considered obsolete. The original disposal request was for scrap/recycle value.


A Hydro Staff member recently suggested and purchased a conversion kit for the station that would make it useful again. The station will be sent to the Collierville Power House to be used as a parts washing station.

Hydro would now like to amend the Declaration of Surplus Equipment to state that the station will not be scrapped and will be used by NCPA until further notice.

Prepared by:


Amber Summersett 7/18/19

Approved by:


Joel Ledesma, AGM 7/18/19

Authorization to Proceed:


Monty Hanks, Controller 7/19/2019



Date: May 15, 2019

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	3	Pairs	Truck tool boxes	S	each	0.00	Hydro	Murphys
2.	1	U	2012 Ford F250 Truck Bed Cap	A	each	200.00	Hydro	Murphys
3.	1	U	Workbench	S	each	0.00	Hydro	Murphys
4.	1	U	Solvent Station	S	each	0.00	Hydro	Murphys
5.	1	U	Compressor	S	each	0.00	Hydro	Murphys
6.								
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Truck tool boxes have been removed from vehicles which have been disposed. New vehicles are outfitted with service beds appropriate for the trades for which they will be used. The parts washer/degreaser has been obsolete for some time and should be scrapped. The compressor from New Spicer Meadow is no longer functioning and has been replaced.

<p>PREPARED BY: <u>[Signature]</u> 5/15/19 <u>[Signature]</u> 5/15/19</p> <p>APPROVED BY: <u>[Signature]</u> ORG. CODE: 650 (ASST. GEN. MANAGER)</p> <p>AUTHORIZATION TO PROCEED: <u>[Signature]</u> DATE: 5/17/19 (GENERAL MANAGER)</p>	<p>RECOMMENDED DISPOSITION: NEGOTIATED (Private) SALE <input type="checkbox"/> PUBLIC SALE: <input type="checkbox"/> SEALED BIDS <input type="checkbox"/> AUCTION <input type="checkbox"/> DISPOSAL: <input type="checkbox"/> SCRAP/RECYCLE VALUE <input checked="" type="checkbox"/> NO VALUE - TRASH/JUNK DISPOSITION JUSTIFICATION: Recommend scrap/junk due to low value.</p>
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** CONDITION: EXCELLENT (E), GOOD (G), AVERAGE (A), POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT I



477 Bret Harte Drive
Murphys, CA 95247

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

Disposal of Surplus Property

June 24, 2019

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

- Compressor

To the following:

- Modesto Junk Company (A&S Metals)

Delivery Acknowledgment:

Delivered By:

Printed Name:

Date:

Trevor Simpson
Trevor Simpson
June-24-19

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

"ESTABLISHED 1920"

ALEX HIGHMET, FOUNDER
 HARVEY HIGHMET, PRESIDENT
 JEFF HIGHMET, OPERATIONS MANAGER
 KEITH HIGHMET, ADMINISTRATIVE ASSISTANT
 RC 3288

BILL OF SALE
MODESTO JUNK CO., INC.
 SCRAP DIVISION
 PURCHASER

SCRAP PURCHASER TAG # SERIES C

415861
 DATE

9:54 AM

Monday, June 24, 2019

WEIGHED AT: 1425 9th St. • P.O. Box 1146 • Modesto, California 95354 • Phone (209) 522-1435 • Fax (209) 522-1891

Date Received: 6/24/2019

WEIGHED FOR OR ACCOUNT OF

Northern California Power Agency
 OCCUPATION

PURCHASED FROM

y7081007 trevor jess Simpson

OUT OF STATE CA

PT OF ORIGIN 12745 North Thornton Road, Lodi, CA

Cash

ADDITIONAL INFORMATION	DRIVER'S LIC #	CAR MAKE & MODEL
	Y7081007	
W HAIR	HT	WT
N		
M SEX	EYE	HOUR
O		
	VEHICLE LIC #	
	1525114	
	TRAILER LIC #	
	CHECK #	

COMMENTS
 Thank You for doing business with us!
 Current CRV Aluminum Can Price is \$1.90/pound, Please visit our website at www.modestojunk.com. 2018 Recycler of the Year!

COMMODITY	SORT	ALL WEIGHTS IN POUNDS UNLESS OTHERWISE SPECIFIED			NET/NET ONLY	PMT* BASIS	SHRINKAGE / ADJUSTMENT		UNIT PRICE	REDEMP. VALUE	SCRAP VALUE	TOTAL VALUE
		GROSS	TARE	PT			PCT	REASON				
Mxt. Scrap Iron	✓	18440	14940		3500	SW	%		\$ 100 mt	\$0.00	\$175.00	✓ \$175.00
Electric Motors		14940	13360		1580	SW	%		\$.15 lb	\$0.00	\$237.00	\$237.00
							%		\$			
							%		\$			
							%		\$			
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							%		\$			
							%		\$			
							%		\$			
							%		\$			
TOTAL										\$0.00	\$412.00	\$412.00

No restricted materials, OK to pay immediately
 Cali Mello

INVOICE ADJUSTMENT
TOTAL PAYMENT \$412.00

SORT Y=YES N=NO
 * PAYMENT BASIS: (GW) SEGREGATED -- BASE PAYMENT ON WEIGHT, (SC) -- BASE PAYMENT ON COUNT, (C) COMMINGLED
 ** ENTER PERCENT SHRINKAGE OR ADJUSTMENT, MAY BE APPLICABLE TO UNIT PRICE ONLY IF WARRANTED

PT = Predetermined Tare
 (M) = Mixed, (E) = Each, (ME) = Mixed Each

MODESTO JUNK COMPANY - WEIGHMASTER
 Tag Total is ≥ \$100
 CASHIER / DRAWER #
 Michael Recio
 CASHIER SIGNATURE

Bill of Sale: I hereby state that I am the lawful owner of the material described hereon, that I have the right to sell same, that the above material is free of any claims, that I am over 18 years of age, that none of the material was the property of a public utility, transportation co., communications co., or political subdivision, that it contains no hazardous material as defined by Federal or State Law, and that for payment received in full, hereby acknowledged, I sell and convey title of same to Modesto Junk Company. Also, in accordance with sections 608 (b) (1) and 608 (c) of the 1990 Clean Air Act, the undersigned certifies that all CFC refrigerants have been properly evacuated from any and all recyclable material contained in this transaction. I declare under penalty of perjury that the foregoing is true and correct.
 Hold Harmless Agreements: I, also, as a seller, will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder, and driver agrees to be responsible for damages to vehicle during unloading.

SELLER'S SIGNATURE
SELLER'S ADDRESS
 P.O. Box 1478 Lodi, CA 95242
 CUSTOMER

Thumb Print



477 Bret Harte Drive
Murphys, CA 95247

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

Disposal of Surplus Property

Date: Aug-26-19

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

- Truck Tool Boxes (3 Sets)
- 2012 Ford 250 Truck Bed Cap
- Workbench

To the following:

- Rock Creek Dump

Delivery Acknowledgment:

Delivered By: Treor Simpson

Printed Name: Treor Simpson

Date: 8-26-19



Commission Staff Report

Date: September 16, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: WorleyParsons Group, Inc. – First Amendment to the Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA Facilities, Members, SCPPA and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 19-67 authorizing the General Manager or his designee to enter into a First Amendment to the Five Year Multi-Task Professional Services Agreement with WorleyParsons Group, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, to change the vendor name in the agreement to Worley Group, Inc., for continued use at all facilities owned and/or operated by the Northern California Power Agency (NCPA), its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

BACKGROUND:

Various consulting services, including those related to project support and plant operations, are required at NCPA, Member, SCPPA, and SCPPA Member locations from time to time.

On May 2, 2019, NCPA entered into a Five Year Multi-Task Professional Services Agreement for consulting services with WorleyParsons Group, Inc. On May 8, 2019, WorleyParsons Group, Inc. notified NCPA of their intention to change their name to Worley Group, Inc., effective immediately. This amendment will change the vendor name in the agreement to Worley Group, Inc. This amendment does not change any of the other terms or conditions of the agreement.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with HDR Engineering, Inc., Power Engineers, Inc., and Thermal Engineering Company and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on September 4, 2019, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on September 9, 2019, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task Professional Services Agreement with WorleyParsons Group, Inc.
- First Amendment to Multi-Task Professional Services Agreement with WorleyParsons Group, Inc.

RESOLUTION 19-67

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE FIVE YEAR MULTI-TASK PROFESSIONAL
SERVICES AGREEMENT WITH WORLEYPARSONS GROUP, INC.

(reference Staff Report #193:19)

WHEREAS, consulting services, including those related to project support and plant operations, are
required from time to time at facilities owned and/or operated by the Northern California Power Agency
(NCPA), its Members, Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, WorleyParsons Group, Inc. is a provider of these services; and

WHEREAS, NCPA entered into a five year Multi-Task Professional Services Agreement with
WorleyParsons Group, Inc. on May 2, 2019; and

WHEREAS, On May 8, 2019, WorleyParsons Group, Inc. notified NCPA of their intention to change
their name to Worley Group, Inc., effective immediately; and

WHEREAS, NCPA now desires to enter into a First Amendment with WorleyParsons Group, Inc. to
amend the current agreement and reflect the consultant's name change to Worley Group, Inc. with no change
to any of the other terms and conditions of the agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency
authorizes the General Manager or his designee to enter into a First Amendment to the Five Year Multi-Task
Professional Services Agreement with WorleyParsons Group, Inc., with any non-substantial changes as
approved by the NCPA General Counsel, changing the vendor name to Worley Group, Inc., for continued use
at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power
Authority (SCPPA), or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
WORLEYPARSONS GROUP, INC.**

This Professional 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 WorleyParsons Group, Inc., a Delaware corporation with its office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as the "Parties") as of MAY 1, 2019 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
 - 1.2.1** If Contractor's failure to conform to this standard of performance is discovered within four (4) years of the completion of the Services under any Purchase Order, and provided that Contractor is notified of such nonconformance within thirty (30) days after the discovery thereof, then Contractor shall, as its sole obligation, re-perform the deficient Services at no cost to Agency.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested

Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

that complies with all of the requirements above to pay Consultant; provided that in the event Agency disputes an invoice in whole or in part, the Agency shall notify Consultant in writing by the payment due date of the basis for the portion in dispute and pay the undisputed amount of the invoice within the time provided for herein. Consultant shall be entitled to suspend until fully paid, or terminate the Services under this Agreement should Agency fail to compensate Consultant in accordance with the terms and conditions of this Agreement for undisputed Services performed.

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

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001

(current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$250,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

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

4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any

reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Reserved.

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly

("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.3 Limitation of Liability. Notwithstanding any other provision herein to the contrary:

5.3.1 In no event shall either Party be liable to the other for special, indirect, incidental, punitive or consequential damages of any nature (regardless of whether such damages are alleged to have arisen from negligence; breach of warranty; breach of contract; or other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing) including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services, goods and utilities; damages arising from delay; claims of customers; or interest; and

5.3.2 Consultant's maximum cumulative liability as to property damage and bodily injury under any Purchase Order issued hereunder shall be limited to the greater of the compensation received by Consultant under such Purchase Order or ten million dollars (\$10,000,000).

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving

Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

WorleyParsons Group, Inc.
Attention: Marc Pelletier
2330 East Bidwell Street, Suite 150
Folsom, CA 95630

With a copy to:

David Mussa
Legal Department; Lobby Level G2A
2675 Morgantown Road
Reading, PA 19607

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

WORLEYPARSONS GROUP, INC.

Date 5/1/2019

Date April 17, 2019



RANDY S. HOWARD,
General Manager



E.B. JENSEN,
Vice President, Power & New Energy

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF SERVICES

WorleyParsons Group Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service

**EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES**

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

**2018-2019 Rate Schedule for
Billing Classifications, Hourly Rates* and Expenses**

Classification	POSITION TITLE	HOURLY RATES	
		Straight Time	Overtime
3A	Senior Project Manager / Engineering Manager	\$190.29	\$190.29
3B	Senior Supervising Engineer / Project Manager	\$169.97	\$169.97
4A	Supervising Engineer / Technical Consultant	\$151.83	\$151.83
4B	Principal Engineer / Project Engineer	\$139.05	\$139.05
5A	Sr. Engineer	\$123.05	\$123.05
5B	Engineer II	\$113.12	\$113.12
5C	Engineer I	\$102.32	\$102.32
4B	Principal Designer	\$141.72	\$172.86
5A	Sr. Designer	\$118.98	\$145.13
5D	Designer II	\$107.10	\$130.64
6A	Sr. CAD Technician	\$92.69	\$113.06
6B	CAD Technician	\$82.58	\$100.72
4B	Project Control	\$102.32	\$102.32
5A	Senior Project Control	\$123.05	\$123.05
5D	Admin Assistant/Billing	\$86.09	\$105.01
5C	Principal Document Controller	\$86.09	\$105.01
5A	Procurement	\$123.05	\$123.05

*Labor rates are valid through December 27, 2019.

This is a summary rate sheet and is not indicative of all services available WorleyParsons. Additional rates may be provided on a Task Order basis Principal Project Manager, Principal Technical Consultant, Senior Technical and Construction Director. Depending on the specific skill and knowledge, positions are billed at individual hourly rates, to be negotiated per Task

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, E.B. JENSEN

(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
WORLEYPARSONS GROUP, INC.

(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 17 day of April, 20 17.

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



**FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEYPARSONS GROUP, INC.
CHANGING NAME TO WORLEY GROUP, INC.**

This First Amendment (“Amendment”) to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Worley Group, Inc. (“Consultant”) (collectively referred to as “the Parties”) as of _____, 2019 (“Amendment Effective Date”).

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective May 1, 2019, (the “Agreement”) for Consultant to provide consulting services related to project support and plant operations for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

WHEREAS, effective May 8, 2019, WorleyParsons Group, Inc. changed its name to Worley Group, Inc. and the Agency desires to amend the Agreement to reflect the change of Consultant’s name to Worley Group, Inc.

WHEREAS, the Parties now desire to amend Section 10.8 entitled “Notices” of the Agreement to reflect change of the Consultant’s name; and

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

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

WHEREAS, WorleyParsons Group, Inc. consents to the amendment;

NOW, THEREFORE, the Parties agree as follows:

1. **As of the Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

“This Professional 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 Worley Group, Inc., a Delaware Corporation with its main office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 (“Consultant”) (together sometimes referred to as “Parties”) as of May 01, 2019 (“Effective Date”) in Roseville, California.”

2. **As of the Amendment Effective Date, Section 10.8 Notices** is replaced in its entirety as follows:

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

Worley Group, Inc.
Attention: Marc Pelletier
2330 East Bidwell Street, Suite 150
Folsom, CA 95630

With a copy to:
David Mussa
Legal Department; Lobby Level G2A
2675 Morgantown Road
Reading, PA 19607

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

3. Agency hereby approves the name change of the Agreement from WorleyParsons Group, Inc. to Worley Group, Inc., Consultant.
4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

WORLEY GROUP, INC.

**E.B JENSEN,
Vice President, Power & New Energy**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF SERVICES

Worley Group, Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service



Commission Staff Report

Date: September 16, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: Ardent Companies, LLC – First Amendment to Five Year Multi-Task General Services Agreement for specialty electrical and instrumentation (E&I) services; Applicable to the following projects: All NCPA Facilities (with exception of Lodi Energy Center), NCPA Members, SCPPA, and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 19-68 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Ardent Companies, LLC, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$1,200,000, for continued use at any facilities owned and/or operated by the Northern California Power Agency (NCPA), its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members, with the exception of NCPA's Lodi Energy Center.

BACKGROUND:

Various specialty electrical and instrumentation (E&I) services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by SCPPA, and by SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with Ardent Companies, LLC effective June 17, 2019, for an amount not to exceed \$200,000. NCPA recently used this vendor to complete the replacement of six wooden poles on a 21KV line at its Geothermal plant, and anticipates a need for similar work involving the replacement of additional poles on that same 21KV line. NCPA wants to ensure that there are sufficient funds available on this agreement for this and any other upcoming work, and is now requesting an increase in the not to exceed amount from \$200,000 to \$1,200,000. This amendment is still available for use at any facility owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members, with the exception of NCPA's Lodi Energy Center.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,200,000 over five years, to be used out of the NCPA approved annual operating budgets as services are rendered. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

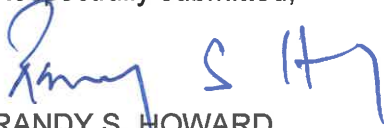
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on September 4, 2019 and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement with Ardent Companies, LLC
- First Amendment to the Multi-Task General Services Agreement with Ardent Companies, LLC

RESOLUTION 19-68

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

(reference Staff Report #194:19)

WHEREAS, specialty electrical and instrumentation (E&I) services are required from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA), its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members, with the exception of NCPA's Lodi Energy Center; and

WHEREAS, Ardent Companies LLC is a provider of these services; and

WHEREAS, NCPA entered into a Multi-Task General Services Agreement with Ardent Companies, LLC effective June 17, 2019; and

WHEREAS, NCPA recently used this vendor to complete the replacement of six wooden poles on a 21KV line and anticipates a need for similar work involving replacement of additional poles, and wants to ensure there are sufficient funds available on this agreement for additional pole replacement or other upcoming work; and

WHEREAS, NCPA seeks to increase the not to exceed amount of the current agreement from \$200,000 to \$1,200,000; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Ardent Companies, LLC with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$1,200,000 for specialty (E&I) services for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members, with exception of NCPA's Lodi Energy Center.

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

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

ROGER FRITH
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ARDENT COMPANIES, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Ardent Companies, Inc., a corporation with its office located at 170 New Camellia Blvd., Suite 200 Covington, LA 70433 ("Contractor") (together sometimes referred to as the "Parties") as of 6/17, 2019 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have fourteen 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 fourteen day period specified, then Contractor will

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED THOUSAND** dollars (\$200,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, provide all facilities and equipment that may be necessary to perform the Work, pricing for equipment is set forth in Contractor's fee schedule.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally Omitted.

4.4 Pollution Insurance. Intentionally Omitted

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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. Intentionally Omitted

6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. Intentionally Omitted

6.6 Maintenance Labor Agreement. Intentionally Omitted

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

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, SCSA or SCSA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined

in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

13.7 Contract Administrator. This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Legal
Ardent Companies, INC.
170 New Camellia Blvd., Suite 200
Covington, LA 70433

With a copy to:

Bill Bryant
West Coast Manager
Ardent Companies, LLC
4824 Rosedale Lane
Bakersfield, CA 93314

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. CONSEQUENTIAL DAMAGES.

14.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, AND EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR A PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, NO MEMBER OF EITHER PARTY SHALL BE LIABLE TO ANY MEMBER OF THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF PRODUCTIVITY, LOSS OF EFFICIENCY, LOSS OF PRODUCT OR PRODUCTION, RESERVOIR DAMAGE, WHENEVER ARISING UNDER THIS AGREEMENT OR AS A RESULT OF, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT OR THE SERVICES HEREUNDER, AND NO CLAIM SHALL BE MADE BY ANY MEMBER OF EITHER PARTY AGAINST THE OTHER FOR SUCH DAMAGES REGARDLESS OF WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON NEGLIGENCE (INCLUDING SOLE, JOINT, ACTIVE, PASSIVE, CONCURRENT OR GROSS NEGLIGENCE), FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, STATUTE, STRICT LIABILITY OR OTHERWISE.

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

NORTHERN CALIFORNIA POWER AGENCY

ARDENT COMPANIES, INC.

Date

6/17/19

Date

June 13, 2019



RANDY S. HOWARD, General Manager



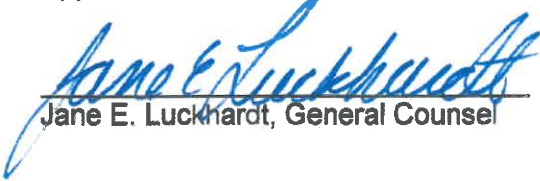
Albert F. Vallotton, III, President

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Ardent Companies, LLC ("Contractor") shall provide, but not limited to specialty electrical and instrumentation (E&I) services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

NOTE: Lodi Energy Center (LEC) is excluded from this Agreement.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

1. LABOR RATE SCHEDULE

CLASSIFICATIONS	STRAIGHT TIME	DAILY OT	SATURDAY OT	SUNDAY/HOLIDAY OT
<u>INDIRECTS</u>				
Supervisor Inside Wireman	\$ 143.42	\$ 180.59	\$ 180.59	\$ 225.00
Supervisor Outside Wireman	\$ 152.68	\$ 247.18	\$ 247.18	\$ 252.12
<u>DIRECTS</u>				
Inside Wireman	\$ 129.42	\$ 159.59	\$ 159.59	\$ 197.00
Outside Wireman	\$ 135.68	\$ 213.18	\$ 213.18	\$ 218.12

- 1.1. Per Diem assumes housing is available within a forty-five (45) minute drive of the project jobsite.
- 1.2. Ardent's Management Personnel (Indirects) Pre-diem Rate is \$150 per day, all Craft Personnel Pre-diem Rate is \$100 per day. Ardent reserves the right to adjust daily per diems based on seasonal, locational, and availability demands. Current per diem rate structures are based on our best estimate at this time.

2. LABOR RATE TERMS AND CONDITIONS

- 2.1. Straight Time - Applies to first (8) eight hours worked Monday – Friday.
- 2.2. Daily Overtime – Applies to hours worked beyond (8) eight hours but not exceeding (12) twelve hours Monday through Friday. Saturday Overtime – Applies to all hours worked on Saturday.
- 2.3. Sunday/Holidays – Applies to all hours worked on Sundays and all Nationally recognized Holidays.
- 2.4. Work Week – Period beginning 12:01AM Monday and concluding 11:59PM Sunday.
- 2.5. Labor rates include applicable insurance, taxes, payroll benefits, small tools (under \$500 value each), fringe benefits, home office overhead and profit.

- 2.6. Call out work for our personnel will be billed from the Bakersfield office to your facility at our Standard Labor & Equipment Rates.
- 2.7. Stand by time for our personnel will be billed at our Standard Labor & Equipment Rates.
- 2.8. Ardent will charge a minimum two (4) hour show up time for all weather-related shutdowns, customer directed work stoppages, cancellation or demobilization.
- 2.9. Materials, sub-contractors, 3rd party rental equipment and fuel cost will be invoiced at Ardent's cost (including freight and taxes) plus a fifteen percent (15 %) mark-up. Drivers time for delivery of materials and equipment to the job site (if required) will be billed at the above apprentice rate, plus mileage at \$0.65 per mile.
- 2.10. Ardent's superintendent and/or foreman will require a company truck. This truck will be billable per enclosed equipment rental rates.
- 2.11. Ardent equipment rental rates assume a single work shift. If additional work shifts are required, equipment for those additional shifts will be billable at seventy-five percent (75%) of the listed rental rate.
- 2.12. If Ardent listed equipment is unavailable, that equipment will be rented via a 3rd party at cost plus our listed mark-up.
- 2.13. Freight charges for mobilization and demobilization of tools and equipment will be billed at cost plus our listed mark-up.
- 2.14. Time becomes billable upon entering Facility Gates and extends to exiting Facility gate.
- 2.15. Any DIR prevailing wage increases will constitute a pricing revision. The current published wage determination expresses expiration dates as listed below.

Inside Wireman - 6/1/2020

Outside Wireman -12-31-19

3. EQUIPMENT RENTAL RATES

Description	Hourly
VEHICLES	
Truck, ½ Ton Pick-Up	\$22
Truck, ¾" Ton Pick-Up	\$25
Truck, ¾" Ton 4WD Pick-Up	\$28
Truck, 4WD Crew Cab Pick-Up	\$30
Truck, Service Truck	\$26
Truck, Stakebed (1 ton)	\$20
Van, 15 Passenger	\$19
Truck - Derrick Digger (2WD)	\$45
Truck - Derrick Digger (4WD)	\$50
Truck - Bucket, 55' Reach (2WD)	\$45
Truck - Bucket, 55' Reach (4WD)	\$50
Truck - Bucket, 70' Reach (2WD)	\$55
Truck - Bucket, 70' Reach (4WD)	\$60
Truck - Communication Bucket (4WD)	\$38
Single Reel Trailer	\$20
Pole Dolly Trailer	\$20
Hydraulic Pole Tamp	\$10
Hydraulic Pole Puller	\$10
Wan – Battery Operated Metal Detector	\$4
EQUIPMENT	
Trailer, 6' x 20' Flat Bed	\$4
Trailer, 8' x 20' Enclosed	\$10
Trailer, Instrument Calibration to 20 ft - (less test equipment)	\$24
Trailer, Bending/Threading (1/2" thru 2")	\$22
Trailer, Hydraulic Bending (5" - 6")	\$47
Computer/Laptop, w/ Monitor	\$4
Welding Machine	\$8
Generator, Portable 6KW	\$3
THREADING	
Threader, Portable	\$3
Threader, Die, 2.5" to 4" (Rigid#141 or equal)	\$5
Threader, Die, 4" to 6" (Rigid#161 or equal)	\$8
Threading Station, to 2" (Rigid#535 or equal)	\$13
Threading Station, to 4" (Rigid#1224 or equal)	\$18

BENDING	
Bender, Mechanical, Conduit, ½" to 1"	\$2
Bender, Mechanical, Conduit, 1-1/4" to 1-1/2"	\$2
Bender, Electric, Conduit w ½ to 2" Rigid Shoes	\$9
Bender, Electric, Conduit, Plasti-Bond Shoes to 2"	\$4
Bender, Hydraulic, Conduit 2.5" to 4" (w/ Hydraulic Pump) Rigid Shoes Only	\$19
Bender, Hydraulic, Conduit 2.5" to 5" (w/ Hydraulic Pump) Rigid Shoes Only	\$21
Bender, Hydraulic, Conduit, Plastibond Shoes 2" to 5"	\$5
Bending, Hydraulic, Conduit, Table for Hydraulic Benders	\$4
Bender, Hydraulic, Conduit, Pump for Bender	\$9
Bender, Hydraulic, Tubing	\$10
CABLE PULLING	
Cable Pulling, Tray Roller Kit (50 rollers)	\$12
Cable Pulling, Tray Roller, 90 Degree, 60" R	\$3
Cable Pulling, Tugger	\$5
Cable Pulling, Jack Stands (5,000#) - Pair	\$2
Cable Pulling, Powered Roller Stand	\$7
MISCELLANEOUS	
Knock-Out, Hydraulic, Slug Splitter ½" to 2"	\$7
Knock-Out, Hydraulic, Slug Splitter ½" to 4"	\$8
Crimp Tool, Hydraulic to 750MCM (dieless)	\$3
Crimp Tool, Battery to 750MCM (dieless)	\$6
Whitney Punch (w/ Hydraulic Pump)	\$5
Drill, Magnetic, Drill Press	\$3
Driver, Ground Rod, Jack Hammer, 60# w Attachment	\$7
Heater, 4" PVC	\$2
Heater, 6" PVC	\$3
Panel Jack, Heavy Duty, Hydraulic - Pair	\$3
Gang Box, 36" x 60", w/Basic Tool Setup Up	\$6
Drill Motor	
Bandsaw	
Dies, Conduit thru 2"	

Reamer, Conduit	
Vise, Conduit and Oil Bucket	
Sawsall	
Gang Box, Print Shack Style	\$4
TEST EQUIPMENT	
Testing, IS Radio, Charger, Mic, etc	\$2
Testing, Megger, 1000 Volt	\$2
Testing, Megger, 5000 Volt	\$7
Testing, Ground Resistance Tester	\$6
Testing, High Pot, 50kvdc	\$17
Testing, High Pot, 120kvdc	\$19
Testing, Phase Meter, 21kv	\$4
Testing, Test Kit, High Voltage	\$5
High Voltage Flash Suit	
High Voltage Gloves	
High Voltage Blankets & Clips	
High Voltage Ground Cables	
FIBER OPTICS EQUIPMENT	
Testing, OTDR Dual MM (850/1300) / Dual SM (1300/1550)	\$5
Testing, Fusion Splicer	\$9
Testing, Scope 350 UTP, Cat 5/6 Tester	\$2
Testing, Set Of 3 Reference Jumpers (Multi or Single)	\$2
Testing, Dual MM/Dual SM Test Set	\$3
CALIBRATION EQUIPMENT	
Calibration, Hydraulic, Hand Pump W Test Gauges (0 to 3,000 psi)	\$9
Calibration, Dry Block, Temp Calibrator	\$10
Calibration, RTD Calibrator	\$3
Calibration, Thermocouple Calibrator	\$3
Calibration, Multifunction Calibrator	\$5
Calibration, Loop Calibrator	\$2
Calibration, Process Multimeter	\$2
Calibration, Communicator, Hart 375 or 475	\$14
Calibration, Communicator, Honeywell STS103	\$5
Calibration, Dead Weight Tester	\$5
Calibration, Wally Box	\$5

Calibration, Digital Pressure Calibrator	\$3
--	-----

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 – Not Applicable

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit) (Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – Not Applicable

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit) (Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – Not Applicable

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)

EXHIBIT F

CONTRACTOR'S CLARIFICATIONS AND EXCEPTIONS

1.1. TECHNICAL PROJECT CLARIFICATIONS

- 1.1.1. Price is based on a Time & Material Type Basis, daily or weekly hour time sheets will be captured by our Project Manager, for signature by the client. Ardent will use these signed time sheets as backup for the Printed Labor/Equipment Tickets and invoicing, using Ardent's Labor & Equipment Proposed Rate sheet.
- 1.1.2. All material for this project can be purchased by the client or by Ardent.
- 1.1.3. Proposal is based on all access roads being open and maintained.
- 1.1.4. Clearing and disposal of trees is excluded from proposal.
- 1.1.5. Demolition and disposal of damaged or unnecessary poles, cable and hardware is handled is reasonability of the client and is excluded from proposal.

1.2. COMMERCIAL CLARIFICATIONS

- 1.2.1. Proposal is based upon working a 5-8 hour day work week. Any Overtime hours billed at overtime, or premium time rates listed in Exhibit B.
- 1.2.2. Price breakdown provided is for accounting purposes only and shall not be utilized for any additions or deletions.

Ardent Services will invoice on a monthly basis for progress earned and materials purchased. Terms of payment are net thirty (30) days. Invoices paid beyond thirty (30) days will attract an additional invoice handling charge of 1.5% per month or portion thereof.



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ARDENT COMPANIES LLC

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Ardent Companies, LLC (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2019.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 17, 2019, (the “Agreement”) for Ardent Companies LLC to provide, but not limited to specialty electrical and instrumentation (E&I) services as requested by NCPA at any facilities owned or operated by Agency (with exception of NCPA’s Lodi Energy Center), its Members, Southern California Public Power Authority (“SCPPA”), or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$200,000 to a NOT TO EXCEED amount of \$1,200,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION TWO HUNDRED THOUSAND** dollars (\$1,200,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

ARDENT COMPANIES, INC.

ALBERT F. VALLOTTON, III, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

Date: September 19, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: NCPA Solar Project 1: Healdsburg Water Reclamation Facility Site; Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of Resolution 19-69 adopting the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary for the Healdsburg Water Reclamation Facility Site, and directing staff to file a notice of Determination with the State Clearinghouse and Sonoma County.

BACKGROUND:

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories with construction of most sites to start by the end of 2019. The fleet will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA will have an option to purchase the plants.

The City of Healdsburg has selected a site located within a 36-acre water reclamation facility site that is situated between Foreman Lane to the north and Cohn Road to the south. The proposed technology type for the solar project is floating arrays, whereby the panels would be mounted to pontoons that are anchored to ballasts located outside the ponds. The site would accommodate three arrays totaling 8.1 acres. The total installed capacity would be approximately 3.6 megawatts-direct current (MW_{dc}).

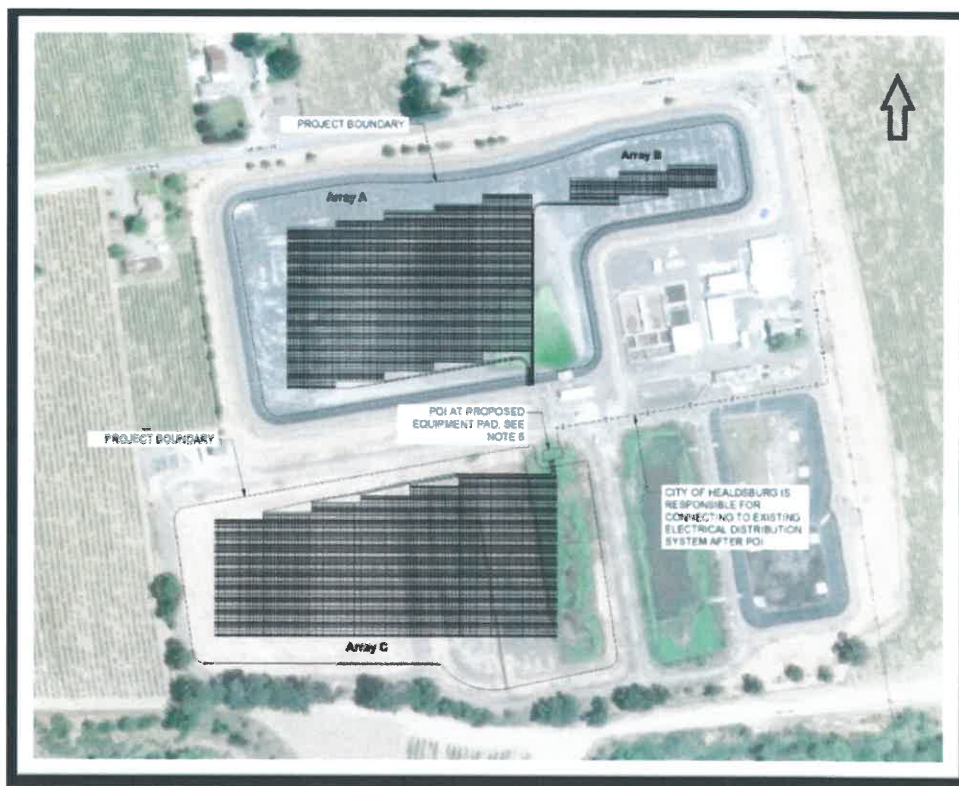


Figure 1 - Healdsburg Water Reclamation Facility Site

ENVIRONMENTAL ANALYSIS:

For purposes of the California Environmental Quality Act (CEQA), NCPA is the Lead Agency and the City of Healdsburg is the Responsible Agency. NCPA had an Initial Study prepared for the project and, together with a proposed Mitigated Negative Declaration and Mitigation Monitoring Program, was circulated for public review on June 7, 2019. The public review period ended on July 8, 2019. Comments were received from the following individuals and agencies: Scott Morgan (Director, State Clearinghouse, Governor's Office of Planning and Research), Buffy McQuillen (Tribal Historic Preservation Officer of the Federated Indians of Graton Rancheria), and Loren W. Smith, Jr. (Tribal Historic Preservation Officer of the Stewards Point Rancheria Band of Kashia Pomo Indians). Copies of the comments were compiled and responded to in the Consultation Summary located on NCPA's website (www.NCPA.com) under "Bidding Opportunities and Public Notifications," or at NCPA's Headquarters with the Custodian of Records.

A Notice of Intent to Adopt the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary was published on June 6, 2019, in the *Healdsburg Tribune*, a newspaper of general circulation in the Project area, and on June 7, 2019, in the *Roseville Press-Tribune*, a newspaper of general circulation in the area of the Lead Agency. NCPA prepared and circulated for public review the document to 20 federal, state, city and county agencies, and interested agencies. In addition, the State Clearinghouse circulated it to 15 selected state agencies.

The Initial Study found no substantial evidence that the proposal, as mitigated, may result in a significant adverse impact on the environment. The project includes mitigation measures in regards to Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise that will reduce any potential significant impacts to less than significant level.

The Mitigated Negative Declaration is a finding to that effect. A copy of the Initial Study accompanying studies, and the proposed Mitigated Negative Declaration are attached to this Staff Report. A copy of a draft Mitigation Monitoring Program and Consultation Summary are also attached.

After considering the entire record, Staff recommends that the Commission adopt the Initial Study and Mitigated Negative Declaration prior to acting on the proposal. Staff further recommends that the Commission adopt the Mitigation Monitoring Program and Consultation Summary.

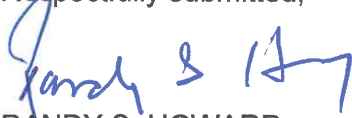
FISCAL IMPACT:

The recommended actions have no direct budgetary impact at this time. Adopting Resolution 19-69 defines, for CEQA purposes, "NCPA Solar Project 1: Healdsburg Water Reclamation Facility Site" as a project and directs that specific actions be carried out to comply with CEQA. Implementation of the mitigation plan will be the responsibility of the project developer under the direction of NCPA.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on September 4, 2019, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 19-69
- April 2019 Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary

RESOLUTION 19-69

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION PREPARED FOR THE NCPA SOLAR PROJECT 1: HEALDSBURG WATER RECLAMATION FACILITY SITE, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM AND CONSULTATION SUMMARY, AND DIRECTING THE STAFF TO FILE THE NOTICE OF DETERMINATION WITH THE STATE CLEARINGHOUSE AND CLERK OF THE COUNTY OF SONOMA

(reference Staff Report #195:19)

WHEREAS, the Northern California Power Agency (NCPA) anticipates the consideration of and implementation of its Mitigated Negative Declaration and Mitigation Monitoring Program for its NCPA Solar Project 1: Healdsburg Water Reclamation Facility (Project); and

WHEREAS, NCPA is developing a renewable energy supply on behalf of the participating Member agencies; and

WHEREAS, the Solar Project 1: Healdsburg Water Reclamation Facility (Project) is a proposed site within a 36-acre water reclamation facility owned by the City of Healdsburg and located between Foreman Lane to the north and Cohn Road to the south, in which the City of Healdsburg desires to build three floating solar arrays totaling 8.1 acres, with an installed capacity of 3.6 MWdc; and

WHEREAS, NCPA is the Lead Agency for the Project as the public agency with the principal responsibility for approving the Project; the City of Healdsburg is the Responsible Agency, as the public agency with the responsibility to approve the Project for which the Lead Agency has prepared the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary; and

WHEREAS, after completing the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, NCPA circulated the documents for public review beginning on June 7, 2019, and ending on July 8, 2019; and

WHEREAS, NCPA also provided a Notice of Intent to Adopt the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary to all organizations and individuals who had previously requested such notice, all affected public agencies, and published the Notice of Intent on June 6, 2019, in the *Healdsburg Tribune*, a newspaper of general circulation in the Project area, and on June 7, 2019, in the *Roseville Press-Tribune*, a newspaper of general circulation in the area of the Lead Agency. In addition, NCPA made copies of the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary available at its Roseville Headquarters Office (651 Commerce Drive, Roseville, CA 95678) and at the City of Healdsburg office (401 Grove Street, Healdsburg, CA 95448). The document was also submitted to 15 select state agencies by the State Clearinghouse; and

WHEREAS, comments received during the review period have been considered and acknowledged in the Consultation Summary. NCPA consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines section 15086; and

WHEREAS, all the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and any of NCPA's local guidelines have been satisfied by NCPA in the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, all of the findings and conclusions made by NCPA pursuant to this Resolution, including the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, are located on NCPA’s website (www.NCPA.com) under “Bidding Opportunities and Public Notifications,” or at NCPA’s Headquarters with the Custodian of Records; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of NCPA has reviewed and considered the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, and Consultation Summary in evaluating the impacts of the proposed NCPA Solar Project 1: Healdsburg Water Reclamation Facility and find that the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program were finalized in compliance with the CEQA, the State CEQA Guidelines, and NCPA’s California Environmental Quality Act Manual; and finds that the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary reflect NCPA’s independent judgment and analysis.

1. The Commission finds that the Initial Study was prepared for the Project and, together with a proposed Mitigated Negative Declaration, was circulated for public review on June 7, 2019. The public review period ended on July 8, 2019.

2. The Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary found no substantial evidence that the Project, as mitigated, may result in a significant adverse impact on the environment. The Project includes mitigation measures in regards to: Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise that will reduce any potential significant impacts to less than significant. The Mitigated Negative Declaration is a finding to that effect.

3. The NCPA Commission hereby adopts the Mitigated Negative Declaration prior to acting on the Project and adopts the Mitigation Monitoring Program and Consultant Summary, a copy of which is attached to the Staff Report referenced above. The Commission is directed to file a Notice of Determination with the State Clearinghouse and Sonoma County as required by the CEQA.

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

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

 ROGER FRITH
 CHAIR

ATTEST:

 CARY A. PADGETT
 ASSISTANT SECRETARY



Attachments to Item 15

SUBJECT:

NCPA Solar Project 1: Healdsburg Water Reclamation Facility Site: *Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary*

The attachments can be viewed on NCPA's website www.ncpa.com or by logging on to NCPA Connect.



Commission Staff Report

Date: September 19, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: NCPA Solar Project 1: Lodi Sites; Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approval of Resolution 19-70 adopting the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary for the Lodi Pixley Basin, Century East/West, and Parking Garage Sites, and directing staff to file a notice of Determination with the State Clearinghouse and San Joaquin County.

BACKGROUND:

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories with construction of most sites to start by the end of 2019. The fleet will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA will have the option to purchase the plants.

The City of Lodi has selected three sites for development: the Century Park East/West, Pixley Basin, and Parking Garage sites.

The Century Park East site is located on a City easement bordered by an industrial park to the north, recreational fields to the south, residences to the east, and the Union Pacific railroad to the west. The Century Park West site is directly across the railroad tracks from the Century Park East site, and is bordered on the north, south, and west by residential development. This site is under control of the City’s Department of Parks and Recreation. The combined size of the two sites is 2.5 acres, which would accommodate a Project size of 0.63 megawatts-direct current (MW_{dc}).



Figure 1 - Lodi Century Park East/West Sites

The Pixley Basin site is located on an undeveloped park that serves as a storm water detention and flood control basin. Both the Departments of Parks and Recreation and Public Works have interests in this property. The site is surrounded by industrial and commercial, with residential areas located approximately 0.25 miles west of the site, however, Highway 99 separates the commercial areas from the residential areas, and the project site is out of the view shed of residences. The size of the site is approximately 27 acres, however, Burns & McDonnell estimated the developable portion of the site to be approximately 15 acres, which would accommodate a Project size of 3.51 MW_{dc}.



Figure 2- Lodi Pixley Basin Site

The Parking Garage site is located at the northwest corner of the intersection of E. Pine and N. Sacramento Streets in a mixed commercial and industrial area. The parking garage is a federally funded transit station garage (U.S. Department of Transportation's Federal Transit Administration) which is administered by the City's Public Works Department's Transit Division. This site contains a developable area of 0.9 acres, which would accommodate a Project size of 0.18 MW_{dc}.



Figure 3 - Lodi Parking Garage Site

ENVIRONMENTAL ANALYSIS:

For purposes of the California Environmental Quality Act (CEQA), NCPA is the Lead Agency and the City of Lodi is the Responsible Agency. NCPA had an Initial Study prepared for the project and, together with a proposed Mitigated Negative Declaration, Mitigation Monitoring Program and Consultation Summary, was circulated for public review on June 19, 2019. The public review period ended on July 19, 2019. Comments were received from the following individuals and agencies: Scott Morgan (Director, State Clearinghouse, Governor's Office of Planning and Research), Tom Dumas (Chief, California Department of Transportation), Jordan Hensley (Environmental Scientist, California Regional Water Quality Control Board, Central Valley Region), Arnaud Marjollet (Director of Permit Services, San Joaquin Valley Air Pollution Control District), Laurel Sears (Associate Planner, San Joaquin County Department of Public Works), and Katherine Erolinda Perez (Chairwoman, North Valley Yokuts Tribe). Copies of the comments were compiled and responded to in the Consultation Summary located on NCPA's website (www.NCPA.com) under "Bidding Opportunities and Public Notifications," or at NCPA's Headquarters with the Custodian of Records.

A Notice of Intent to Adopt an Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary was published on June 21, 2019, in the *Roseville Press-Tribune*, a newspaper of general circulation in the area of the Lead Agency, and on June 22, 2019, in the *Lodi News-Sentinel*, a newspaper of general circulation in the Project area. NCPA prepared and circulated for public review the document to 21 federal, state, city and county agencies, and interested agencies. In addition, the State Clearinghouse circulated it to 15 selected state agencies.

The Initial Study found no substantial evidence that the proposal, as mitigated, may result in a significant adverse impact on the environment. The project includes mitigation measures in regards to Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology and Water Quality that will reduce any potential significant impacts to less than significant level.

The Mitigated Negative Declaration is a finding to that effect. A copy of the Initial Study accompanying studies, and the proposed Mitigated Negative Declaration are attached to this Staff Report. A copy of a draft Mitigation Monitoring Program and Consultation Summary are also attached.

After considering the entire record, Staff recommends that the Commission adopt the Initial Study and Mitigated Negative Declaration prior to acting on the proposal. Staff further recommends that the Commission adopt the Mitigation Monitoring Program and Consultation Summary.

FISCAL IMPACT:

The recommended actions have no direct budgetary impact at this time. Adopting Resolution 19-70 defines, for CEQA purposes, "NCPA Solar Project 1: Lodi Sites" as a project and directs that specific actions be carried out to comply with CEQA. Implementation of the mitigation plan will be the responsibility of the project developer under the direction of NCPA.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on September 4, 2019, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 19-70
- July 2019 Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary

RESOLUTION 19-70

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE MITIGATED NEGATIVE DECLARATION PREPARED FOR THE NCPA SOLAR PROJECT 1: LODI SITES, ADOPTING THE INITIAL STUDY AND MITIGATION MONITORING AND REPORTING PROGRAM AND CONSULTATION SUMMARY, AND DIRECTING THE STAFF TO FILE THE NOTICE OF DETERMINATION WITH THE STATE CLEARINGHOUSE AND CLERK OF THE COUNTY OF SAN JOAQUIN

(reference Staff Report #196:19)

WHEREAS, the Northern California Power Agency (NCPA) anticipates the consideration of and implementation of its Mitigated Negative Declaration and Mitigation Monitoring Program for its NCPA Solar Project 1: Lodi Sites (Project); and

WHEREAS, NCPA is developing a renewable energy supply on behalf of the participating Member agencies; and

WHEREAS, the Solar Project 1: Lodi Sites (Project), consists of three separate sites: Century East/West, Pixley Basin, and the Parking Garage; and

WHEREAS, the Century Park East/West sites are located on a City easement, which are under control of the City's Department of Parks and Recreation, and which have a combined size of 2.5 acres, which would accommodate a photovoltaic facility capable of producing approximately 0.63 MWdc on two parcels; and

WHEREAS, the Pixley Basin site is located on undeveloped park land currently serving as a storm water detention and flood control basin space, with approximately 15 developable acres, which would accommodate a photovoltaic facility capable of producing approximately 3.51 MWdc; and

WHEREAS, the Parking Garage site is located on top of a federally funded transit station garage which is administered by the City's Public Works Department's Transit Division, containing a developable area of 0.9 acres, which would accommodate a photovoltaic facility capable of producing approximately 0.18MWdc; and

WHEREAS, NCPA is the Lead Agency for the Project as the public agency with the principal responsibility for approving the Project; the City of Lodi is the Responsible Agency, as the public agency with the responsibility to approve the Project for which the Lead Agency has prepared the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary; and

WHEREAS, after completing the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, NCPA circulated the documents for public review beginning on June 19, 2019, and ending on July 19, 2019; and

WHEREAS, NCPA also provided a Notice of Intent to Adopt the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary to all organizations and individuals who had previously requested such notice, all affected public agencies, and published the Notice of Intent on June 21, 2019, in the *Roseville Press-Tribune*, a

newspaper of general circulation of the Lead Agency, and on June 22, 2019, in the *Lodi News-Sentinel*, a newspaper of general circulation in the Project area. In addition, NCPA made copies of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program available at its Roseville Headquarters Office (651 Commerce Drive, Roseville, CA 95678) and at Lodi City Hall (221 W. Pine Street, Lodi, CA 95240). The document was also submitted to 15 select state agencies by the State Clearinghouse; and

WHEREAS, comments received during the review period have been considered and acknowledged in the Consultation Summary. NCPA consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines section 15086; and

WHEREAS, all the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and any of NCPA's local guidelines have been satisfied by NCPA in the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, all of the findings and conclusions made by NCPA pursuant to this Resolution, including the Consultation Summary, Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program, are located on NCPA's website (www.NCPA.com) under "Bidding Opportunities and Public Notifications," or at NCPA's Headquarters with the Custodian of Records; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of NCPA has reviewed and considered the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary in evaluating the impacts of the proposed NCPA Solar Project 1: Lodi Sites find that the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary were finalized in compliance with the CEQA, the State CEQA Guidelines, and NCPA's California Environmental Quality Act Manual; and finds that the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary reflect NCPA's independent judgment and analysis.

1. The Commission finds that the Initial Study was prepared for the Project and, together with a proposed Mitigated Negative Declaration, Mitigation Monitoring Program and Consultation Summary, was circulated for public review on June 19, 2019. The public review period ended on July 19, 2019.

2. The Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary found no substantial evidence that the Project, as mitigated, may result in a significant adverse impact on the environment. The Project includes mitigation measures in regards to: Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology and Water Quality that will reduce any potential significant impacts to less than significant. The Mitigated Negative Declaration is a finding to that effect.

3. The NCPA Commission hereby adopts the Mitigated Negative Declaration prior to acting on the Project and adopts the Mitigation Monitoring Program, a copy of which is attached to the Staff Report referenced above. The Commission is directed to file a Notice of Determination with the State Clearinghouse and San Joaquin County as required by the CEQA.

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

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

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



Attachments to Item 16

SUBJECT:

NCPA Solar Project 1: Lodi Sites: *Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary*

The attachments can be viewed on NCPA's website www.ncpa.com or by logging on to NCPA Connect.



Commission Staff Report

Date: September 19, 2019

COMMISSION MEETING DATE: September 27, 2019

SUBJECT: NCPA Solar Project 1: Plumas-Sierra Chilcoot Site; Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approval of Resolution 19-71 adopting the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary for the Plumas-Sierra Chilcoot Site, and directing staff to file a notice of Determination with the State Clearinghouse and Shasta County.

BACKGROUND:

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories with construction of most sites to start by the end of 2019. The fleet will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA will have an option to purchase the plants.

Plumas-Sierra Rural Electric Cooperative (PSREC) has selected a site located within a 36-acre vacant parcel. The parcel is located south of Highway 70, east of its intersection with Highway 49. The site is bordered by Highway 70 to the north, an industrial facility to the east, the Union Pacific Railroad to the south, and scattered residences to the east. The total installed capacity would be approximately 5.64 megawatts-direct current (MW_{dc}).



Figure 1 - Plumas-Sierra Chilcoot Site

ENVIRONMENTAL ANALYSIS:

For purposes of the California Environmental Quality Act (CEQA), NCPA is the Lead Agency and the Plumas-Sierra Rural Electric Cooperative is the Responsible Agency. NCPA had an Initial Study prepared for the project and, together with a proposed Mitigated Negative Declaration, and Mitigation Monitoring Program was circulated for public review on July 1, 2019. The public review period ended on August 1, 2019. Comments were received from the following individuals and agencies: Scott Morgan (Director, State Clearinghouse, Governor's Office of Planning and Research), Scott A. Zairtz (R.E.H.S., Environmental Scientist, Storm Water & Water Quality Certification Unit, Central Valley Regional Water Quality Control Board), and Marcelino "Marci" Gonzalez (Land Development Review & Regional Transportation Planner). Copies of the comments were compiled and responded to in the Consultation Summary located on NCPA's website (www.NCPA.com) under "Bidding Opportunities and Public Notifications," or at NCPA's Headquarters with the Custodian of Records.

A Notice of Intent to Adopt the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary was published on July 5, 2019, in the *Sacramento Bee*, a newspaper of general circulation in the area of the Lead Agency, and on July 10, 2019, in the *Portola Reporter*, a newspaper of general circulation in the Project area. NCPA prepared and circulated for public review the document to 19 federal, state, city and county agencies, and interested agencies. In addition, the State Clearinghouse circulated it to 14 selected state agencies.

The Initial Study found no substantial evidence that the proposal, as mitigated, may result in a significant adverse impact on the environment. The project includes mitigation measures in regards to Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise that will reduce any potential significant impacts to less than significant level.

The Mitigated Negative Declaration is a finding to that effect. A copy of the Initial Study accompanying studies, and the proposed Mitigated Negative Declaration are attached to this Staff Report. A copy of a draft Mitigation Monitoring Program and Consultation Summary are also attached.

After considering the entire record, Staff recommends that the Commission adopt the Initial Study and Mitigated Negative Declaration prior to acting on the proposal. Staff further recommends that the Commission adopt the Mitigation Monitoring Program and Consultation Summary.

FISCAL IMPACT:

The recommended actions have no direct budgetary impact at this time. Adopting Resolution 19-71 defines, for CEQA purposes, "NCPA Solar Project 1: Plumas-Sierra Chilcoot Site" as a project and directs that specific actions be carried out to comply with CEQA. Implementation of the mitigation plan will be the responsibility of the project developer under the direction of NCPA.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on September 4, 2019, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 19-71
- July 2019 Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary

RESOLUTION 19-71

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION PREPARED FOR THE NCPA SOLAR PROJECT 1: PLUMAS-SIERRA CHILCOOT SITE, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM AND CONSULTATION SUMMARY, AND DIRECTING THE STAFF TO FILE THE NOTICE OF DETERMINATION WITH THE STATE CLEARINGHOUSE AND CLERK OF THE COUNTY OF PLUMAS

(reference Staff Report #197:19)

WHEREAS, the Northern California Power Agency (NCPA) anticipates the consideration of and implementation of its Mitigated Negative Declaration and Mitigation Monitoring Program for its NCPA Solar Project 1: Plumas-Sierra Chilcoot Site (Project); and

WHEREAS, NCPA is developing a renewable energy supply on behalf of the participating Member agencies; and

WHEREAS, the Solar Project 1: Plumas-Sierra Chilcoot Site (Project) is a proposed site located on a vacant 36-acre parcel south of Highway 70, east of the intersection of Highway 70 and Highway 49, which will consist of approximately 5.64 megawatts-direct current (MW_{dc}) photovoltaic electric generation facility on one parcel; and

WHEREAS, NCPA is the Lead Agency for the Project as the public agency with the principal responsibility for approving the Project; the Plumas-Sierra Rural Electric Cooperative (PSREC) is the Responsible Agency, as the public agency with the responsibility to approve the Project for which the Lead Agency has prepared the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary; and

WHEREAS, after completing the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, NCPA circulated the documents for public review beginning on July 1, 2019, and ending on August 1, 2019; and

WHEREAS, NCPA also provided a Notice of Intent to Adopt the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary to all organizations and individuals who had previously requested such notice, all affected public agencies, and published the Notice of Intent on July 5, 2019, in the *Sacramento Bee*, a newspaper of general circulation in the area of the Lead Agency, and on July 10, 2019, in the *Portola Reporter*, a newspaper of general circulation in the Project area. In addition, NCPA made copies of the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary available at its Roseville Headquarters Office (651 Commerce Drive, Roseville, CA 95678) and at Plumas-Sierra Rural Electric Cooperative Headquarters (73233 CA-70, Portola, CA 96122). The document was also submitted to 14 select state agencies by the State Clearinghouse; and

WHEREAS, comments received during the review period have been considered and acknowledged in the Consultation Summary. NCPA consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines section 15086; and

WHEREAS, all the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and any of NCPA's local guidelines have been satisfied by NCPA in the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, all of the findings and conclusions made by NCPA pursuant to this Resolution, including the Consultation Summary, Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program, are located on NCPA’s website (www.NCPA.com) under “Bidding Opportunities and Public Notifications,” or at NCPA’s Headquarters with the Custodian of Records; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of NCPA has reviewed and considered the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary in evaluating the impacts of the proposed NCPA Solar Project 1: Plumas-Sierra Chilcoot Site, and a find that the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary were finalized in compliance with the CEQA, the State CEQA Guidelines, and NCPA’s California Environmental Quality Act Manual; and finds that the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary reflect NCPA’s independent judgment and analysis.

1. The Commission finds that the Initial study was prepared for the Project and, together with a proposed Mitigated Negative Declaration and Mitigation and Monitoring Program was circulated for public review on July 1, 2019. The public review period ended on August 1, 2019.

2. The Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program, and Consultation Summary found no substantial evidence that the Project, as mitigated, may result in a significant adverse impact on the environment. The Project includes mitigation measures in regards to: Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise that will reduce any potential significant impacts to less than significant. The Mitigated Negative Declaration is a finding to that effect.

3. The NCPA Commission hereby adopts the Initial Study and Mitigated Negative Declaration prior to acting on the Project and adopts the Mitigation Monitoring Program, and Consultation Summary a copy of which is attached to the Staff Report referenced above. The Commission is directed to file a Notice of Determination with the State Clearinghouse and Plumas County as required by the CEQA.

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

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

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



Attachments to Item 17

SUBJECT:

**NCPA Solar Project 1: Plumas-Sierra REC
Chilcoot Site: *Initial Study, Mitigated
Negative Declaration, Mitigation
Monitoring Program, and Consultation
Summary***

The attachments can be viewed on
NCPA's website www.ncpa.com or by logging on to
NCPA Connect.