



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

To: NCPA Commission

From: Cary A. Padgett, Assistant Secretary to the Commission

Subject: December 17, 2015, NCPA Special Commission Meeting/Teleconference

Item #1 – Call Meeting to Order and Introductions

Vice Chair Bob Lingl called the meeting to order at 9:01 am at NCPA's Roseville Office, 651 Commerce Drive, California. A quorum was present. Introductions were made. Those in attendance are shown below: *Plumas-Sierra and BART were absent.*

NCPA Member Commissioners attending via teleconference:

Alameda – Madeline Deaton
Biggs – Roger Frith
Gridley – Dean Price
Healdsburg – Gary Plass
Lodi – Mark Chandler
Lompoc – Bob Lingl
Palo Alto – Greg Scharff
Port of Oakland – Basil Wong
Redding – Barry Tippin
Santa Clara – Teresa O'Neill
Truckee Donner – Steve Hollabaugh

Member Commissioners attending at NCPA's Roseville Office:

Roseville – Michelle Bertolino
Ukiah – Mel Grandi

Members attending via teleconference

Alameda – Glenn Steiger
Healdsburg – Terry Crowley
Lodi – Liz Kirkley
Palo Alto – Val Fong and Monica Padilla
Santa Clara – John Roukema

NCPA Staff in attendance:

General Counsel Michael Dean
Dave Dockham
Donna Stevener
Tony Zimmer
Trisha Hubbard

PUBLIC FORUM

No comments from the public.

DISCUSSION / ACTION ITEMS

Item #2 – Resolution No. 15-96, Approving a Modification to the Current Cost Allocation Methodology for Power Management Services and Based on that Modification, Authorizing Submission of a Power Management Services Proposal to the City of Roseville – adopt resolution by all members: 1) approving the changes to the NCPA Power Management Cost Allocation Spreadsheet Model; 2) authorizing staff to submit a pricing worksheet to Roseville to provide Power Management services; 3) authorizing staff to submit a proposal for Power Management Services; 4) authorizing staff, subject to attainment of the approvals requested in item 1 above, to submit the required “Proposers Certification”; and 5) directing staff, if Roseville selects NCPA to supply Power Management services, to negotiate a final contract, and to bring the final contract back to the Commission for approval.

Assistant General Manager of Power Management Dave Dockham provided a background and explained the details of the proposed Power Management Services proposal to the City of Roseville. The City of Roseville issued an RFP for power management services that will cover the set of power management services that are currently provided by a third party supplier. The proposal was reviewed by NCPA’s Facilities Committee during two separate meetings, and with NCPA’s Utility Directors. The Commission discussed the proposal and expressed some concern with cost allocation to other members. Commissioner Plass requested that “incremental” be added to the third THEREFORE BE IT RESOLVED of the Resolution, “Authorizing staff to submit a proposal to Roseville to provide *incremental* power management services...,” and General Counsel Michael Dean requested “largely” be replaced with “substantially” in the fourth THEREFORE BE IT RESOLVED of the Resolution.

Motion: A motion was made by Greg Scharff and seconded by Mark Chandler to adopt the resolution, including recommended changes to the resolution as noted above and: 1) approving the changes to the NCPA Power Management Cost Allocation Spreadsheet Model; 2) authorizing staff to submit a pricing worksheet to Roseville to provide Power Management services; 3) authorizing staff to submit a proposal for Power Management Services; 4) authorizing staff, subject to attainment of the approvals requested in item 1 above, to submit the required “Proposers Certification”; and 5) directing staff, if Roseville selects NCPA to supply Power Management services, to negotiate a final contract, and to bring the final contract back to the Commission for approval. The motion carried by a unanimous roll call vote of the members of the Power Management and Administrative Services Agreement that were present.

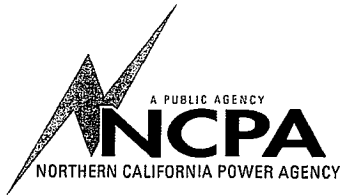
BART and Plumas-Sierra were absent. Roseville abstained.

ADJOURNMENT

The December 17, 2015, Commission meeting was adjourned at 9:43 am.

Respectfully submitted,

CARY A. PADGETT
Assistant Secretary to the Commission



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: December 3, 2015, NCPA Commission Meeting

Item #1 – Call Meeting to Order and Introductions

Vice Chair Bob Lingl called the meeting to order at 9:46 am at NCPA's Roseville Office, 651 Commerce Drive, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

Item #2 – Approve Minutes of the October 29, 2015, Regular Commission Meeting

Motion: A motion was made by Gary Plass and seconded by Basil Wong to approve the Minutes of the October 29, 2015, Regular Commission Meeting. The motion carried unanimously on a voice vote of those members present.

PUBLIC FORUM

No comments from the public.

Member of Month was City of Lodi Councilmember Mark Chandler.

REPORTS AND COMMITTEE UPDATES

Item #3 – General Manager's Business Progress Report and Update

- Provided an update on the Valley Fire and recovery efforts. Completed the fiber-optic replacement at the facility. Thanked Lodi Electric for their efforts and time.
- GoFundMe Update: Provided a \$27,000 check to the folks at the plant. All funds have been allocated. In the process of presenting certificates of appreciation to line crews that assisted in the fire efforts.
- CVPIA update and status report: Continuing discussion with Western and the Bureau.
- Potential New Membership Update: NCPA staff held a meeting with City of Shasta Lake at NCPA's. Good discussion. City of Shasta Lake are still very interested in NCPA's services and membership. Other interested entities have concern with costs. Hope to have policy agreement approved in January or February.

- NCPA MOU Update: Both unions voted and supported the proposed MOUs.
- Provided an update on NCPA's proposal to Roseville's Request for Proposal (RFP) for Power Management services. Will hold a Special Commission meeting on December 17th to seek Commission approval prior to submitting proposal.
- Provided an update on BART Commissioner status. Still no designated Commissioner at this time. Staff will continue to work with BART.

Item #4 – Executive Committee

Vice Chair Bob Lingl reported that the Committee met on December 3, 2015. Heard a report from the General Manager and discussed items under closed session. There was no reportable action taken on closed session items.

Item #5 – Facilities Committee

Assistant General Manager Dave Dockham reported the Committee met on November 4th and discussed Item 16 on today's agenda. A quorum of the Committee was not present for this item, and an informal tally of votes was conducted. The Committee recommended Commission approval of this item. The Committee met again on December 2nd and discussed Items 18, 19, 21, 22, 23, and 24. A quorum of the Committee was present for these items. The Committee recommended Commission approval of all items.

Item #6 – Finance Committee

Committee Chair Gary Plass reported the Committee met on November 10th. The Committee approved the regular Committee meeting schedule for 2016, heard from representatives from NCPA's Auditors (Moss Adams), received an update on the current status of the NCPA Retiree Medical Plan, reviewed NCPA Investment Policy, and was given an update from NCPA's financial advisor (PFM) on current bond markets. The Committee also met under closed session to discuss potential litigation. No reportable action was taken on the closed session item. The next Committee meeting is scheduled for February 10, 2016, at 10 am.

Item #7 – Legal Committee

General Counsel Michael Dean reported the Committee did not meet.

Item #8 – Legislative & Regulatory Affairs Committee

Committee Chair Bob Lingl reported the Committee met on December 2nd. The Committee reviewed and approved staff's Annual Strategic Plan. The next Committee Budget Workshop is scheduled for February 24, 2016, at 12:00 pm. Capitol Day is scheduled for Monday, February 1, 2016. NCPA's Strategic Issues Conference is scheduled for January 19-21, 2016, in Sacramento.

Item #9 – Members' Announcements & Meeting Reporting

No member announcements or reporting.

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. Item 26 was pulled for discussion.

Motion: A motion was made by Mark Chandler and seconded by Roger Frith to approve the Consent Calendar consisting of Items, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 27. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.

BART, Gridley and Truckee Donner were absent.

Item #10 – NCPA’s Financials for the Month Ended October 31, 2015 – approval by all members.

Item #11 – Treasurer’s Report for the Month Ended October 31, 2015 – accept by all members.

Item #12 – Sale or Disposal of Surplus Property – note and file report by all members on the disposal of a 1990 stoke mercury boat engine. **Fiscal Impact**: no direct budget impact.

Item #13 – Acceptance of the FY 2014-2015 Annual Financial Statements and Associated Audit Report and Letters – accept and file by all members the 2014-2015 Annual Financial Statements and Associated Audit Report and Letters.

Item #14 – Resolution 15-81, Approving the Consulting Services Agreement between NCPA and Greenlite Lighting Corporation USA and Member Services Agreement for the Upstream LED Rebate Program – adopt resolution by all members authorizing the General Manager or his designee to: 1) Execute the Consulting Services Agreement between NCPA and Greenlite Lighting Corporation USA; and 2) Execute the Member Services Agreement for the Upstream LED Rebate Program. **Fiscal Impact**: total cost of the project, as to be amended into the attached contracts and recirculated for signature, shall now not exceed \$100,000. This project was not included in the current fiscal year budget under Participant Pass Through Costs. The total cost of the project will be allocated to participating NCPA members pursuant to the terms of the NCPA Member Services Agreement for the Upstream LED Rebate Program as follows: Alameda \$50,000; Healdsburg \$5,000; Truckee Donner \$15,000; and Santa Clara \$30,000.

Port of Oakland abstained.

Item #15 – Resolution 15-82, Delegate Investment Duties to the Treasurer-Controller – adopt resolution by all members confirming delegation to the Treasurer-Controller the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased. The Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission. **Fiscal Impact**: there is no direct dollar impact to this proposed policy. The resolution approves Agency policy surrounding investments and delegates’ authority to the Treasurer-Controller for the investment activities of the Agency.

An Addendum to Commission Staff Report on Golden Rod paper noting that an additional “Whereas” clause to reflect the review of the Investment Policy (200-100) by the Finance Committee and to clarify (new “Resolved” clause number 1) that the NCPA Commission has reviewed the Investment policy and confirms that no changes are necessary at this time was provided.

Item #16 – Resolution 15-83, Approval or Amendment to Appendix C of the Amended and Restated Scheduling Coordination Program Agreement – adopt resolution by all members implementing revised SCPA Appendix C effective on or around December 1, 2015, contingent on the execution of Schedule 5 of the Market Efficiency Enhancement Agreement. **Fiscal Impact:** no significant costs will be incurred to implement the changes to SCPA Appendix C and funds are available in the NCPA budget to support the work associated with these contract updates.

Item #17 – Resolution 15-84, Approval of the Assignment, Assumption and Consent Agreement (J.P. Morgan, Mercuria and NCPA) – adopt resolution by all members approving the Assignment, Assumption and Consent Agreement by and between J.P. Morgan, Mercuria and NCPA, including the underlying NAESB Agreement as modified, and any non-substantive modifications to the Assignment, Assumption and Consent Agreement approved by NCPA's General Counsel; and authorizing the General Manager of NCPA to execute the Assignment, Assumption and Consent Agreement by and between J.P. Morgan, Mercuria and NCPA, including any non-substantive modifications to the Assignment, Assumption and Consent Agreement approved by NCPA's General Counsel. **Fiscal Impact:** costs associated with development and negotiations of the Assignment Agreement are consistent with existing budget categories as approved by the Commission in the NCPA annual budget. The terms and conditions under which Mercuria acts as the Project Gas Supplier and Manager remain unchanged; therefore there are no additional costs associated with the transition.

Port of Oakland abstained.

Item #18 – Resolution 15-85, Approving Extension of the City of Roseville Hydroelectric Project Sale Offer to the NCPA Pool – adopt resolution by all member extending the "Calaveras Short Term Transfer" through April 30, 2016, and that the extension continues to be a month to month deal as described in the "Simple Term Sheet." **Fiscal Impact:** the cost/value of this transfer will be dependent on market prices that materialize in the future, but the extension of the transfer is expected to yield benefits to both Roseville and NCPA pool members.

Santa Clara abstained.

Item #19 – Resolution 15-86, Adopting Addendum #4 to the Previously Approved Initial Study and Negative Declaration for the Stanislaus Weather Modification Study; Applicable to the following projects: Hydro – adopt resolution by all members approving Addendum #4 to the Initial Study and Negative Declaration for the Stanislaus Weather Modification Program. **Fiscal Impact:** no direct fiscal impact.

Item #20 – Resolution 15-87, Approving a Multi-Task Consulting Services Agreement with Black & Veatch Corporation; Applicable to the following projects: LEC – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Black & Veatch Corporation, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years. **Fiscal Impact:** the total cost of the agreement is not-to-exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland and Redding abstained.

Item #21 – Resolution 15-88, Approving a Multi-Task General Services Agreement with Ethos Energy Power Plant Services, LLC for CT1 Lodi Hot Gas Path; Applicable to the following projects: CT1 Lodi – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Ethos Energy Power Plant Services LLC, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000, and delegate to the NCPA General Manager additional authority to issue purchase orders against the contract for this work. **Fiscal Impact:** the base scope of the work is \$398,046.18, which includes labor, supervision, tooling, equipment rental, cranes, turbine disassembly, parts refurbishment, turbine reassembly, and demobilization/ remobilization for refurbishment needs. There is an estimated cost of \$15,000 for consumable trailer, bringing the total estimated project cost to \$413,046.18. With an added contingency of \$86,953.82, the total cost of the project is not expected to exceed \$500,000. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Project	Cost	Source of Funding
CT1 Lodi Hot Gas Path: Scope of Work Estimated cost consumables	\$ 413,046.18	\$508,000 Budgeted for Combustion Turbine related work.
Contingency approximately 27% of Estimated cost (Heavy Repairs delta)	\$ 86,953.82	Falls within budgeted amount above.
Total Cost	\$ 500,000.00	

Port of Oakland and Redding abstained.

Item #22 – Resolution 15-89, Approving a First Amendment to Multi-Task General Services Agreement with Fairchild & Wells, Inc., DBA Fairchild & Associates; Applicable to the following projects: LEC, CT1, CT2, Hydro, and Geothermal – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to Multi-Task General Services Agreement with Fairchild & Wells, Inc., dba Fairchild & Associates, with any non-substantial changes recommended and approved by the NCPA General Counsel and subject to LEC PPC approval for use at the Lodi Energy Center facility, increasing the not to exceed amount from \$200,000 to \$500,000 over the contract term and revising the exhibits to allow for use at any NCPA facility. **Fiscal Impact:** the total cost of the agreement is not-to-exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland and Redding abstained.

Item #23 – Resolution 15-90, Approving a First Amendment to Multi-Task General Services Agreement with Irani Engineering, Inc.; Applicable to the following projects: LEC, CT1, CT2, Hydro, and Geothermal – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the five year Multi-Task General Services Agreement with Irani Engineering, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel and subject to LEC PPC approval for use at the Lodi Energy Center facility, increasing the not to exceed amount from \$200,000 to \$1,500,000 over the contract term and expanding the scope of work for use at any NCPA facility. **Fiscal Impact:** the total cost of the agreement is not-to-exceed \$1,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland and Redding abstained.

Item #24 – Resolution 15-91, Approving a Multi-Task General Services Agreement with MP Environmental Services, Inc.; Applicable to the following projects: LEC, CT1, CT2, Hydro, and Geothermal – adopt resolution by all members authorizing the General Manager or his designee to enter into a five year Multi-Task General Services Agreement with MP Environmental Services, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel and subject to LEC PPC approval for use at the Lodi Energy Center facility, for not to exceed \$3,000,000 for use at all NCPA facilities. **Fiscal Impact:** total cost of the agreement will not exceed \$3,000,000 over the five year term to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
Port of Oakland and Redding abstained.

Item #25 – Resolution 15-93, Adopting and Approving a Multi-Task Consulting Services Agreement with Roth Energy Company to Preform Natural Gas Acquisition and Asset Advisory Services – adopt resolution by all members approving the Multi-Task Consulting Services Agreement between Roth Energy Company and NCPA, including any non-substantive modifications approved by NCPA General Counsel; and authorizing the General Manager or NCPA to execute the Multi-Task Consulting Services Agreement between Roth Energy Company and NCPA including any non-substantive modifications approved by NCPA General Counsel. **Fiscal Impact:** the Multi-Task Consulting Services Agreement between Roth Energy Company includes a not to exceed total compensation amount of \$200,000 over a three (3) year period. Tasks performed under the agreement will be individually authorized by the General Manager, or their designee, in accordance with the NCPA's procurement policies, and funded through Commission approved budget categories.

An Addendum Commission Staff Report on Golden Rod paper noting three sections of the Multi-Task Consulting Services Agreement with Roth Energy have been changed at the advice of NCPA's General Counsel was provided.

Item #27 – Resolution 15-95, Approving Advisory Services Under the City of Lompoc Single Member Services Agreement (Attachment A Confirmation of Services and Transaction No. 1) – adopt resolution by all members authorizing the General Manager to execute Single Member Services Agreement Attachment A (Confirmation of Services and Transaction No. 1), including any non-substantive modifications to Attachment A approved by NCPA's General Counsel, to enable NCPA to provide Advisory Services to Lompoc as described in Attachment A. **Fiscal Impact:** the total estimated cost for Advisory Services to be provided is Twenty Thousand Dollars (\$20,000). In accordance with the SMSA, all costs for Advisory Services provided by NCPA will be charged to and paid by Lompoc. Any amount of actual costs above the estimated amount stated in Attachment A will be charged to Lompoc upon completion of the Advisory Services, and any actual amount of costs less than the estimated amount stated in Attachment A will be refunded to Lompoc upon completion of the Advisory Services.

DISCUSSION / ACTION ITEMS

Item #26 – Resolution 15-94, Authorizing the General Manager to Execute the First Amended and Restated Large Generator Interconnection Agreement with California Independent System Operator Corporation and Pacific Gas and Electric Company for Lodi Energy Center; Applicable to the following projects: LEC – adopt resolution by all members authorizing the General Manager or his designee to execute the First Amended and Restated Large Generator Interconnection Agreement (LGIA) among CAISO, PG&E and NCPA, subject to legal approval as to form and approval by the LEC Project Participant Committee, to increase the LEC capacity by 24 MW to a total capacity of 304 MW, for a cost

of not to exceed \$300,000. **Fiscal Impact:** total cost of the project is estimated at \$294,000. This project was included in the current fiscal year budget for the Lodi Energy Center. Funds are available in the LEC CAISO Transmission Line Upgrade account to fund this project. Cost allocation will be based on project participation percentages. The excess funds collected from the LEC participants for the transmission line upgrade will be refunded.

Assistant General Manager Ken Speer provided an update, as well as a presentation. An Addendum Commission Staff Report on Golden Rod paper clarifying revised approval language in the agreement, removed cost information do to execution of this agreement does not result in any additional costs over that which have been previously authorized and the LEC Project Participant Committee approved the recommendation at its Special Meeting on December 2, 2015, was provided.

Motion: A motion was made by Gary Plass and seconded by Roger Frith to approve the resolution authorizing the General Manager or his designee to execute the First Amended and Restated Large Generator Interconnection Agreement Among CAISO, PG&E and NCPA to increase the LEC capacity by 24 MW to a total capacity of 304 MW and related changes. The motion carried by a unanimous roll call vote on those members present. Port of Oakland and Redding abstained. BART, Gridley and Truckee Donner were absent.

Item #28 – Resolution 15-92, Fixing the Agency's Contribution for Medical Insurance for IBEW Local 1245, Hydroelectric Employees Association (HEA) and Unrepresented Employees – adopt resolution by all members approving the maximum NCPA monthly employee medical plan contribution of \$1,626.56 per month for IBEW Local 1245 employees/retirees, HEA employees/retirees and unrepresented employees/retirees beginning February 1, 2016, and CalPERS Resolutions: 15-92a (IBEW Group 200); 15-92b (HEA Group 300); 15-92c (Unrepresented Staff Group 400); 15-92d (Power Generation Employees Group 701); 15-92e (Unrepresented Administrative Members Group 702); 15-92f (HEA Group 703); 15-92g (IBEW Group 002); 15-92h (HEA Group 003); and 15-92i (Unrepresented Staff Group 004). **Fiscal Impact:** there is no fiscal impact due to the change in NCPA's 2016 maximum medical premium contribution. The amount is included in the budget for the fiscal year.

Human Resources Manager Vicki Cichocki provided a brief update on the CalPERS medical insurance.

Motion: A motion was made by Roger Frith and seconded by Basil Wong to adopt the resolution approving the maximum NCPA monthly employee medical plan contribution of \$1,626.56 per month for IBEW Local 1245 employees/retirees, HEA employees/retirees and unrepresented employees/retirees beginning February 1, 2016, and CalPERS Resolutions: 15-92a (IBEW Group 200); 15-92b (HEA Group 300); 15-92c (Unrepresented Staff Group 400); 15-92d (Power Generation Employees Group 701); 15-92e (Unrepresented Administrative Members Group 702); 15-92f (HEA Group 703); 15-92g (IBEW Group 002); 15-92h (HEA Group 003); and 15-92i (Unrepresented Staff Group 004). The motion carried by a unanimous roll call vote on those members present. BART, Gridley and Truckee Donner were absent.

Item #29 – Resolution 15-96, Approving Hydroelectric Employees Association Memorandum of Understanding – adopt resolution by all members approve the proposed economic package for 2016-2018 for HEA employees described in this report. In addition, we request authorization for staff and the General Manager to make the changes in the MOU to implement the economic and non-economic agreements reached at the bargaining table.

Fiscal Impact: the estimated net cost for the 2016-2018 wage adjustment and increased pension contribution sharing for HEA employees is approximately 10.5% for the three year period or 3.75%, 3.50% and 3.25% each year. The 2015-2016 labor budget for HEA is adequate to cover the proposed \$46,033 wage adjustment in 2016.

Item #30 – Resolution 15-97, Approving IBEW Local 1245 Memorandum of

Understanding – adopt resolution by all members approving the proposed economic package for 2016-2018 for IBEW Local 1245 employees described in this report. In addition, we request authorization for staff and the General Manager to make the changes in the MOU to implement the economic and non-economic agreements reached at the bargaining table.

Fiscal Impact: the estimated net cost for the 2016-2018 wage adjustment for IBEW employees is approximately 10.5% for the three year period or 3.75%, 3.5% and 3.25% each year of the agreement. The current labor budget for IBEW is adequate to cover the proposed \$200,786.30 wage adjustment in 2016.

Human Resources Manager Vicki Cichocki gave a brief background on the proposed HEA and IBEW Local 1245 Memorandum of Understandings. An Addendum Commission Staff Report on Golden Rod paper was provided noting changes to in Section 14.1 Medical Insurance and the signature block for Janval Macor in Item #30.

A Single Motion was made for Items #29 and #30: A motion was made by Mark Chandler and seconded by Greg Scharff to adopt Resolutions 15-96 and 15-97 approving the proposed economic package for 2016-2018 for HEA employees, and the proposed economic package for 2016-2018 for IBEW Local 1245 employees. The motion carried by a unanimous roll call vote on those members present. BART, Gridley and Truckee Donner were absent.

INFORMATIONAL ITEMS

Item #31 – Hydrology Report – Assistant General Manager Ken Speer provided an update and presentation on water issues at the hydroelectric project. Staff will continue to provide the Commission update at each meeting.

CLOSED SESSION

Item #32 – CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code section 54957.6: Agency representatives: General Manager Randy S. Howard, Assistant General Manager Ken Speer, and Human Resources Manager Vicki Cichocki. Employee organization: Hydroelectric Employees Association (HEA).

Item #33 – CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code section 54957.6: Agency representatives: General Manager Randy S. Howard, Assistant General Manager Ken Speer, and Human Resources Manager Vicki Cichocki. Employee organization: IBEW 1245 (Geothermal and Combustion Turbines).

Item #34 – 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.

REPORT FROM CLOSED SESSION

Upon return to open session, General Counsel Michael Dean reported there was no reportable action on Closed Session Items 32, 33 and 34.

ADJOURNMENT

The December 3, 2015, Commission meeting was adjourned at 11:02 am.

Respectfully submitted,

CARY A. PADGETT
Assistant Secretary to the Commission

Northern California Power Agency
Commission Meeting of December 3, 2015
COMMISSIONER
Attendance List

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

MEMBER	NAME
ALAMEDA	Danny Leske
BIGGS	Raymond J. Leske
GRIDLEY	
HEALDSBURG	Mark Chandler
LODI	Mark Chandler
LOMPOC	Bob Long /
PALO ALTO	It C
PLUMAS-SIERRA REC	Mike Brown / Mike Brown
PORT OF OAKLAND	Paul W. J.
REDDING	Francis Sullivan
ROSEVILLE	Gennie M. Gore
SAN FRANCISCO BAY AREA RAPID TRANIST DISTRICT	
SANTA CLARA	Teresa O'Neill
TRUCKEE DONNER PUD	
UKIAH	Mel Grandi

Northern California Power Agency
Commission Meeting of December 3, 2015
Attendance List

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

NAME	AFFILIATION
Rothann Ziegler	Asst General Counsel - NCPA
TERRY CROWLEY	HEALSBURG
Michelle BeAdino	Roseville
RON STASSI	COMPOC
Valerie Fong	Palo Alto
ED SHIKADA	" "
ALAN KURATORI	SVP
Regan Frittl	Biggs
Matt Hestley	NCPA
Vukobratovic	NCPA
Donna Stevener	NCPA
Jane Cirrincione	NCPA
Ken Speer	NCPA
Dave Dockham	NCPA
Francis Sullivan	Redding
Mark Chandler	LOD/
LIZ KIRKLEY	LOD/
Mike Dean	NCPA - GC
Bob Long	Compoz
Barnett	Redding
Samuel Skurvel	NCPA

CONSENT CALENDAR

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

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

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: Dec. 3, 2015

Consent Items Listed on the Agenda: # 10 to # 27

Consent Items Removed from the Agenda and Approved Separately:

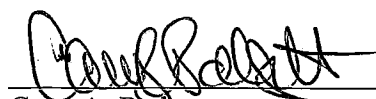
20

LODI / BIGGS.

ROLL-CALL VOTE BY MEMBERS:

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley			X
Healdsburg		X	
Lodi		X	
Lompoc		X	
Palo Alto		X	
Port of Oakland	14, 17, 20, 21, 22 - 25	X	
Redding	20-25	X	
Roseville		X	
Santa Clara	18	X	
Truckee Donner			X
Ukiah		X	
Plumas-Sierra		X	

ATTEST:



Cary A. Padgett
Assistant Secretary to the Commission

Roll Call Vote

Topic: item # 26

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

Passed and adopted this 3 day of December, 2015 by the above vote on roll call.

BGL
JT
 CAROL GARCIA
 Chairperson

ATTEST: Cary Padgett
 CARY A. PADGETT
 Assistant Secretary

Roll Call Vote

Topic: Item # 28

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

Passed and adopted this 3 day of December, 2015 by the above vote on roll call.

BLC
 CAROL GARCIA
 Chairperson

ATTEST: Cary A. Radgett
 CARY A. RADGETT
 Assistant Secretary

Roll Call Vote

Topic: item #29

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

Passed and adopted this 3 day of December, 2015 by the above vote on roll call.

BGL
CAROL GARCIA
Chairperson

ATTEST: Cary A. Padgett
CARY A. PADGETT
Assistant Secretary

Roll Call Vote

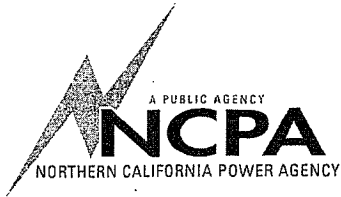
Topic: item #30

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

Passed and adopted this 3 day of December, 2015 by the above vote on roll call.

BLC
 CAROL GARCIA
 Chairperson

ATTEST: Cary A. Padgett
 CARY A. PADGETT
 Assistant Secretary



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Financial Report

AGENDA ITEM NO.: 10

Date: December 17, 2015
To: NCPA Commission
Subject: November 2015 Financial Report (Unaudited)

Notice

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the January 21, 2016 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 November 2015 financial reports are also included.

Environmental Analysis

The Financial Report will 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

Prepared by:

SONDRA AINSWORTH
Treasurer - Controller

SA/dec
Attachments

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

**Schedule of Disbursements
(Unaudited)**

For the Month of November 2015

Operations:

Geothermal	\$ 1,499,499
Hydroelectric	3,210,400
CT#1 Combustion Turbines	54,536
CT#2 STIG	565,531
Lodi Energy Center	9,994,388
NCPA Operating	<u>17,046,474</u>
Total	<u>\$ 32,370,828</u>

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 2015

PERCENT OF
YEAR ELAPSED
42%

	This Month	Actual Year To-Date	FY 2016 Budget	% Used
GENERATION RESOURCES				
NCPA Plants				
Hydroelectric				
Other Plant Cost	\$ 928,723	\$ 4,275,702	\$ 13,204,025	32%
Debt Service (Net)	3,161,221	15,806,105	37,934,653	42%
Annual Budget Cost	4,089,944	20,081,807	51,138,678	39%
Geothermal				
Other Plant Cost	2,290,644	9,855,999	27,368,698	36%
Debt Service (Net)	425,744	2,128,720	5,108,929	42%
Annual Budget Cost	2,716,388	11,984,719	32,477,627	37%
Combustion Turbine No. 1				
	112,409	1,089,471	2,877,315	38%
Combustion Turbine No. 2 (Stig)				
Fuel and Pipeline Transport Charges	96,031	330,560	953,150	35%
Other Plant Cost	126,741	720,456	1,798,534	40%
Debt Service (Net)	473,293	2,366,465	5,679,515	42%
Annual Budget Cost	696,065	3,417,481	8,431,199	41%
Lodi Energy Center				
Fuel	1,592,534	14,146,647	49,851,536	28%
Other Plant Cost	1,672,144	8,900,186	19,739,576	45%
Debt Service (Net)	2,203,974	11,019,869	26,440,994	42%
Annual Budget Cost	5,468,652	34,066,702	96,032,106	35%
Member Resources - Energy				
	3,780,002	16,637,839	39,011,876	43%
Member Resources - Natural Gas				
	555,991	2,576,114	5,748,516	45%
Western Resources				
	1,428,579	10,554,236	29,537,384	36%
Market Power Purchases				
	2,823,002	12,672,124	42,915,828	30%
Load Aggregation Costs - ISO				
	19,286,028	62,106,140	238,603,172	26%
Net GHG Obligations				
	-	1,449,460	3,029,825	48% (a)
	40,957,060	176,636,093	549,803,526	32%
TRANSMISSION				
Independent System Operator				
Grid Management Charge	58,491	1,244,773	3,393,692	37%
Wheeling Access Charge	5,861,067	30,904,882	70,278,323	44%
Ancillary Services	140,071	626,549	1,419,670	44%
Other Charges	(149,487)	(1,171,782)	920,067	-127%
	5,910,142	31,604,422	76,011,752	42%

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 2015

PERCENT OF
YEAR ELAPSED
42%

	This Month	Actual Year To-Date	FY 2016 Budget	% Used
MANAGEMENT SERVICES				
Legislative & Regulatory				
Legislative Representation	131,722	629,707	1,821,212	35%
Regulatory Representation	61,663	268,639	767,394	35%
Western Representation	46,076	203,306	792,956	26%
Member Support Services	25,963	147,729	459,903	32%
Judicial Action	58,608	231,405	625,000	37%
Power Management				
System Control & Load Dispatch	381,009	1,896,985	5,585,170	34%
Forecasting, Planning, Prescheduling & Trading	153,029	836,778	2,478,635	34%
Industry Restructuring & Regulatory Affairs	24,335	111,135	403,758	28%
Contract Admin, Interconnection Svcs & External Affairs	64,382	334,240	1,052,202	32%
Green Power Project	659	2,691	36,418	7%
Gas Purchase Program	4,100	22,044	69,182	32%
Market Purchase Project	7,228	32,365	114,093	28%
Energy Risk Management	15,981	55,816	204,512	27%
Settlements	37,872	212,652	667,611	32%
Integrated Systems Support	4,014	81,653	532,705	15%
Participant Pass Through Costs	289,978	440,849	1,444,264	31%
Shared Services Pass Through	5,255	15,791	-	N/A
	1,311,874	5,523,785	17,055,015	32%
TOTAL ANNUAL BUDGET COST	48,179,076	213,764,300	642,870,293	33%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	5,849,355	39,208,262	118,904,279	33%
Load Aggregation Energy Sales	14,278,665	43,666,637	178,771,257	24%
Ancillary Services Sales	498,355	2,367,941	4,078,239	58%
Transmission Sales	9,198	45,990	110,376	42%
Western Credits, Interest and Other Income	723,967	5,234,667	16,003,668	33%
	21,359,540	90,523,497	317,867,819	28%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 26,819,536	\$ 123,240,803	\$ 325,002,474	38%

(a) Purchases made several months in advance. Costs are expected to level off throughout the year.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2015	2014
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 48,145	\$ 59,210
Investments	29,076	12,711
Accounts receivable		
Participants	-	285
Other	486	680
Interest receivable	113	78
Inventory and supplies - at average cost	8,344	7,863
Prepaid expenses	29	29
TOTAL CURRENT ASSETS	86,193	80,856
RESTRICTED ASSETS		
Cash and cash equivalents	55,558	56,736
Investments	150,109	143,536
Interest receivable	298	175
TOTAL RESTRICTED ASSETS	205,965	200,447
ELECTRIC PLANT		
Electric plant in service	1,500,660	1,499,304
Less: accumulated depreciation	(894,184)	(863,692)
	606,476	635,612
Construction work-in-progress	96	146
TOTAL ELECTRIC PLANT	606,572	635,758
OTHER ASSETS		
Regulatory assets	251,181	195,548
TOTAL ASSETS	1,149,911	1,112,609
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	58,879	66,473
Pension contribution	5,310	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	64,189	66,473
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,214,100	\$ 1,179,082

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2015	2014
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 18,186	\$ 16,771
Member advances	993	993
Operating reserves	22,841	18,721
Current portion of long-term debt	37,390	35,750
Accrued interest payable	20,239	20,891
TOTAL CURRENT LIABILITIES	99,649	93,126
NON-CURRENT LIABILITIES		
Net pension liability	57,260	-
Operating reserves and other deposits	128,751	119,813
Interest rate swap liability	20,657	17,280
Long-term debt, net	788,534	828,265
TOTAL NON-CURRENT LIABILITIES	995,202	965,358
TOTAL LIABILITIES	1,094,851	1,058,484
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	74,827	79,356
Pension earnings	4,947	-
TOTAL DEFERRED INFLOWS OF RESOURCES	79,774	79,356
NET POSITION		
Net investment in capital assets	(51,431)	(50,942)
Restricted	56,752	58,210
Unrestricted	34,154	33,974
TOTAL NET POSITION	39,475	41,242
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,214,100	\$ 1,179,082

COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	Five Months Ended November 30,	
	2015	2014
	(in thousands)	
SALES FOR RESALE		
Participants	\$ 140,509	\$ 107,782
Other Third-Party	73,093	60,305
TOTAL SALES FOR RESALE	213,602	168,087
OPERATING EXPENSES		
Purchased power	92,837	52,180
Operations	32,083	37,364
Transmission	33,569	23,652
Depreciation	12,801	13,421
Maintenance expenses	8,330	7,140
Administrative and general	6,807	7,483
TOTAL OPERATING EXPENSES	186,427	141,240
NET OPERATING REVENUES	27,175	26,847
OTHER (EXPENSES) REVENUES		
Interest expense	(22,218)	(20,447)
Interest income	866	623
Other	2,749	1,539
TOTAL OTHER EXPENSES	(18,603)	(18,285)
FUTURE RECOVERABLE AMOUNTS	1,521	630
REFUNDS TO PARTICIPANTS	(608)	(183)
INCREASE IN NET POSITION	9,485	9,009
NET POSITION, Beginning of year	29,990	32,233
NET POSITION, Period ended	\$ 39,475	\$ 41,242

OTHER FINANCIAL INFORMATION

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

November 30, 2015

GENERATING & TRANSMISSION RESOURCES											
	Geothermal	Hydroelectric	Multiple Capital Facilities		CT	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	\$	1 \$	- \$	1 \$	No. One	1 \$	71 \$	- \$	359 \$	47,712 \$	48,145 \$ 29,076
CURRENT ASSETS											
Cash and cash equivalents	-	-	-	-			-	-	-	29,076	
Investments											
Accounts receivable											
Participants	-	-	-	-			-	-	-	-	-
Others	1	-	-	-			-	482	-	3	486
Interest receivable							-	22	-	57	113
Inventory and supplies - at average cost	3,658	1,079	642	1,402	1,563		-	-	-	-	8,344
Prepaid expenses	-	15	-	-			14	-	-	-	29
Due from Agency and other programs*	15,037	12,900	1,945	(1,192)		19,512	-	16,768	7,128	(72,098)	-
TOTAL CURRENT ASSETS	18,697	13,994	2,588	211		21,194	-	17,272	7,487	4,750	86,193
RESTRICTED ASSETS											
Cash and cash equivalents	3,376	11,156	510	-		16,795	-	2,207	470	21,044	55,558
Investments	19,254	32,998	3,008	-		24,174	-	18,642	-	52,033	150,109
Interest receivable	52	106	13			49	-	-	-	78	298
TOTAL RESTRICTED ASSETS	22,682	44,260	3,531	-		41,018	-	20,849	470	73,155	205,965
ELECTRIC PLANT											
Electric plant in service	568,882	393,870	64,826	36,245		423,412	7,736	-	458	5,231	1,500,660
Less: accumulated depreciation	(525,851)	(237,548)	(42,654)	(34,013)		(43,817)	(7,722)	-	(302)	(2,277)	(894,184)
	43,031	156,322	22,172	2,232		379,595	14	-	156	2,954	606,476
Construction work-in-progress	-	-	-	-		91	-	-	-	5	96
TOTAL ELECTRIC PLANT	43,031	156,322	22,172	2,232		379,686	14	-	156	2,959	606,572
OTHER ASSETS											
Regulatory assets	2,375	160,403	13,976	-		17,544	(14)	-	-	56,897	251,181
DEFERRED OUTFLOWS OF RESOURCES											
Excess cost on refunding of debt	-	56,506	2,373	-		-	-	-	-	-	58,879
Pension contribution	-	-	-	-		-	-	-	-	5,310	5,310
TOTAL DEFERRED OUTFLOWS OF RESOURCES	-	56,506	2,373	-		-	-	-	-	5,310	64,189
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 86,785	\$ 431,485	\$ 44,640	\$ 2,443	\$ 459,442	\$ -	\$ -	\$ 38,121	\$ 8,113	\$ 143,071	\$ 1,214,100

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

November 30, 2015

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable	\$ 616	\$ 262	\$ 1	\$ 1	\$ 1,632	\$ -	\$ 11,092	\$ -	\$ 4,582	\$ 18,186	
Member advances	791	-	-	-	-	-	-	202	-	993	
Operating reserves	7,333	250	513	250	14,495	-	-	-	-	22,841	
Current portion of long-term debt	4,190	20,050	3,670	-	9,480	-	-	-	-	37,390	
Accrued interest payable	641	7,348	664	-	11,586	-	-	-	-	20,239	
TOTAL CURRENT LIABILITIES	13,571	27,910	4,848	251	37,193	-	11,092	202	4,582	99,649	
NON-CURRENT LIABILITIES											
Net pension liability	-	-	-	-	-	-	-	-	-	-	
Operating reserves and other deposits	14,525	13,888	-	-	5,491	-	20,870	829	57,260	128,751	
Interest rate swap liability	-	20,657	-	-	-	-	-	-	73,148	20,657	
Long-term debt, net	31,074	356,837	38,479	-	362,144	-	-	-	-	788,534	
TOTAL NON-CURRENT LIABILITIES	45,599	391,382	38,479	-	367,635	-	20,870	829	130,408	995,202	
TOTAL LIABILITIES	59,170	419,292	43,327	251	404,828	-	31,962	1,031	134,990	1,094,851	
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	20,467	3,869	1,094	2,359	43,845	-	-	157	3,036	74,827	
Pension earnings	-	-	-	-	-	-	-	-	4,947	4,947	
TOTAL DEFERRED INFLOWS OF RESOURCES	20,467	3,869	1,094	2,359	43,845	-	-	157	7,983	79,774	
NET POSITION											
Net investment in capital assets	(5,795)	(22,675)	(4,703)	-	(18,258)	-	-	-	-	(51,431)	
Restricted	6,644	32,940	2,869	-	12,651	-	-	1,639	9	56,752	
Unrestricted	6,299	(1,941)	2,053	(167)	16,376	-	6,159	5,286	89	34,154	
TOTAL NET POSITION	7,148	8,324	219	(167)	10,769	-	6,159	6,925	98	39,475	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 86,785	\$ 431,485	\$ 44,640	\$ 2,443	\$ 459,442	\$ -	\$ 38,121	\$ 8,113	\$ 143,071	\$ 1,214,100	

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 Five Months Ended November 30, 2015

	GENERATING & TRANSMISSION RESOURCES								Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services		
SALES FOR RESALE										
Participants	\$ 2,572	\$ 16,870	\$ 3,071	\$ 980	\$ 15,481	\$ -	\$ 92,654	\$ 8,831	\$ 50	\$ 140,509
Other third-party	12,391	4,575	224	511	23,751	-	31,641	-	-	73,093
TOTAL SALES FOR RESALE	14,963	21,445	3,295	1,491	39,232	-	124,295	8,831	50	213,602
OPERATING EXPENSES										
Purchased power	-	-	-	-	2,154	-	90,683	-	-	92,837
Operations	5,621	1,453	487	492	16,921	-	2,577	4,532	-	32,083
Transmission	539	128	23	(50)	276	-	32,651	2	-	33,569
Depreciation	1,638	3,930	922	74	6,084	7	-	25	121	12,801
Maintenance expenses	3,109	1,777	382	453	2,600	-	-	9	-	8,330
Administrative and general	1,585	922	173	202	1,622	-	-	2,536	(233)	6,807
Intercompany (sales) purchases, net*	(194)	79	18	29	87	-	-	(19)	-	-
TOTAL OPERATING EXPENSES	12,298	8,289	2,005	1,200	29,744	7	125,911	7,085	(112)	186,427
NET OPERATING REVENUES	2,665	13,156	1,290	291	9,488	(7)	(1,616)	1,746	162	27,175
OTHER (EXPENSES) REVENUES										
Interest expense	(617)	(14,001)	(835)	-	(6,765)	-	-	-	-	(22,218)
Interest income	110	93	4	-	141	-	170	12	336	866
Other	46	7	289	-	2,220	-	-	-	187	2,749
TOTAL OTHER (EXPENSES) REVENUES	(461)	(13,901)	(542)	-	(4,404)	-	170	12	523	(18,603)
FUTURE RECOVERABLE AMOUNTS	(630)	2,016	(642)	-	1,153	7	-	-	(383)	1,521
REFUNDS TO PARTICIPANTS	(34)	(42)	(49)	1	-	-	(176)	(24)	(284)	(608)
INCREASE (DECREASE) IN NET POSITION	1,540	1,229	57	292	6,237	-	(1,622)	1,734	18	9,485
NET POSITION, Beginning of year	5,608	7,095	162	(459)	4,532	-	7,781	5,191	80	29,990
NET POSITION, Period ended	\$ 7,148	\$ 8,324	\$ 219	\$ (167)	\$ 10,769	\$ -	\$ 6,159	\$ 6,925	\$ 98	\$ 39,475

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 November 30, 2015

Status	Participant / Customer	Description	Amount
CURRENT			\$ 485,563
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 485,563</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.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Financial Report

AGENDA ITEM NO.: 11

Date: January 13, 2016
To: NCPA Commission
Subject: December 2015 Financial Report (Unaudited)

Notice

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the January 21, 2016 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 December 2015 financial reports are also included.

Environmental Analysis

The Financial Report will 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

Prepared by:

SONDRA AINSWORTH
Treasurer - Controller

SA/dec
Attachments

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

**Schedule of Disbursements
(Unaudited)**

For the Month of December 2015

Operations:

Geothermal	\$ 1,538,681
Hydroelectric	3,434,541
CT#1 Combustion Turbines	96,206
CT#2 STIG	536,074
Lodi Energy Center	4,351,522
NCPA Operating	<u>21,440,075</u>
Total	<u><u>\$ 31,397,099</u></u>

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 2015

PERCENT OF
YEAR ELAPSED
50%

	This Month	Actual Year To-Date	FY 2016 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,132,836	\$ 5,408,608	\$ 13,204,025	41%	
Debt Service (Net)	3,161,221	18,967,327	37,934,653	50%	
Annual Budget Cost	4,294,057	24,375,935	51,138,678	48%	
<u>Geothermal</u>					
Other Plant Cost	1,805,263	11,661,262	27,393,698	43%	
Debt Service (Net)	425,744	2,554,464	5,108,929	50%	
Annual Budget Cost	2,231,007	14,215,726	32,502,627	44%	
<u>Combustion Turbine No. 1</u>					
	201,129	1,290,599	2,877,315	45%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	66,719	397,279	953,150	42%	
Other Plant Cost	175,214	895,671	1,798,534	50%	
Debt Service (Net)	473,293	2,839,757	5,679,515	50%	
Annual Budget Cost	715,226	4,132,707	8,431,199	49%	
<u>Lodi Energy Center</u>					
Fuel	2,711,012	16,857,659	49,851,536	34%	
Other Plant Cost	2,313,748	11,213,936	19,739,576	57%	(d)
Debt Service (Net)	2,203,974	13,223,842	26,440,994	50%	
Annual Budget Cost	7,228,734	41,295,437	96,032,106	43%	
<u>Member Resources - Energy</u>					
	3,574,794	20,212,633	39,011,876	52%	
<u>Member Resources - Natural Gas</u>					
	576,278	3,152,392	5,748,516	55%	(b)
<u>Western Resources</u>					
	1,627,452	12,181,689	29,537,384	41%	
<u>Market Power Purchases</u>					
	3,420,704	16,092,828	42,915,828	37%	
<u>Load Aggregation Costs - ISO</u>					
	44,304,714	106,410,854	238,603,172	45%	
<u>Net GHG Obligations</u>					
	469,730	1,919,190	3,029,825	63%	(a)
	68,643,825	245,279,990	549,828,526	45%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	288,357	1,533,130	3,393,692	45%	
Wheeling Access Charge	6,270,386	37,175,268	70,278,323	53%	
Ancillary Services	160,821	787,370	1,419,670	55%	
Other Charges	(209,327)	(1,381,109)	920,067	-150%	
	6,510,237	38,114,659	76,011,752	50%	

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 2015

PERCENT OF
YEAR ELAPSED
50%

	This Month	Actual Year To-Date	FY 2016 Budget	% Used	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	172,154	801,861	1,821,212	44%	
Regulatory Representation	34,038	302,677	767,394	39%	
Western Representation	42,482	245,788	792,956	31%	
Member Support Services	27,379	175,108	459,903	38%	
Judicial Action	45,986	277,389	625,000	44%	
Power Management					
System Control & Load Dispatch	367,651	2,264,636	5,585,170	41%	
Forecasting, Planning, Prescheduling & Trading	138,803	975,581	2,478,635	39%	
Industry Restructuring & Regulatory Affairs	22,238	133,373	403,758	33%	
Contract Admin, Interconnection Svcs & External Affairs	59,374	393,614	1,052,202	37%	
Green Power Project	496	3,187	36,418	9%	
Gas Purchase Program	3,756	25,799	69,182	37%	
Market Purchase Project	6,641	39,006	114,093	34%	
Energy Risk Management	1,108	56,924	204,512	28%	
Settlements	35,920	248,572	667,611	37%	
Integrated Systems Support	5,083	86,736	532,705	16%	
Participant Pass Through Costs	379,511	820,360	1,444,264	57%	(c)
Shared Services Pass Through	596	16,387	-	N/A	
	1,343,216	6,866,998	17,055,015	40%	
TOTAL ANNUAL BUDGET COST	76,497,278	290,261,647	642,895,293	45%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	7,524,681	46,732,943	118,904,279	39%	
Load Aggregation Energy Sales	38,123,230	81,789,867	178,771,257	46%	
Ancillary Services Sales	531,478	2,899,419	4,078,239	71%	
Transmission Sales	9,198	55,188	110,376	50%	
Western Credits, Interest and Other Income	1,744,694	6,979,360	16,003,668	44%	
	47,933,281	138,456,777	317,867,819	44%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 28,563,997	\$ 151,804,870	\$ 325,027,474	47%	

(a) Purchases made several months in advance. Costs are expected to level off throughout the year.

(b) Cost per MWh higher than budgeted.

(c) Higher participant pass through costs related to unbudgeted meter maintenance and meter replacement.

(d) Variance due to unbudgeted CA ISO energy purchases.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	December 31,	
	2015	2014
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 44,627	\$ 63,576
Investments	29,548	12,711
Accounts receivable		
Participants	-	-
Other	919	2,075
Interest receivable	155	65
Inventory and supplies - at average cost	8,387	7,869
Prepaid expenses	5,204	902
TOTAL CURRENT ASSETS	88,840	87,198
RESTRICTED ASSETS		
Cash and cash equivalents	58,719	60,563
Investments	141,255	133,426
Interest receivable	324	215
TOTAL RESTRICTED ASSETS	200,298	194,204
ELECTRIC PLANT		
Electric plant in service	1,500,807	1,499,311
Less: accumulated depreciation	(896,741)	(866,223)
	604,066	633,088
Construction work-in-progress	100	157
TOTAL ELECTRIC PLANT	604,166	633,245
OTHER ASSETS		
Regulatory assets	249,734	197,693
TOTAL ASSETS	1,143,038	1,112,340
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	58,231	65,850
Pension contribution	5,310	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,541	65,850
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,206,579	\$ 1,178,190

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	December 31,	
	2015	2014
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 22,109	\$ 19,893
Member advances	993	993
Operating reserves	23,074	19,043
Current portion of long-term debt	37,390	35,750
Accrued interest payable	10,539	12,317
TOTAL CURRENT LIABILITIES	94,105	87,996
NON-CURRENT LIABILITIES		
Net pension liability	57,260	-
Operating reserves and other deposits	128,990	120,094
Interest rate swap liability	19,654	19,788
Long-term debt, net	788,309	828,005
TOTAL NON-CURRENT LIABILITIES	994,213	967,887
TOTAL LIABILITIES	1,088,318	1,055,883
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	74,564	79,269
Pension earnings	4,947	-
TOTAL DEFERRED INFLOWS OF RESOURCES	79,511	79,269
NET POSITION		
Net investment in capital assets	(54,369)	(53,870)
Restricted	60,656	60,354
Unrestricted	32,463	36,554
TOTAL NET POSITION	38,750	43,038
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,206,579	\$ 1,178,190

COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	Six Months Ended December 31,	
	2015	2014
	(in thousands)	
SALES FOR RESALE		
Participants	\$ 167,543	\$ 138,968
Other Third-Party	82,684	71,308
TOTAL SALES FOR RESALE	250,227	210,276
OPERATING EXPENSES		
Purchased power	107,486	68,522
Operations	38,611	44,002
Transmission	40,420	29,387
Depreciation	15,358	15,951
Maintenance expenses	9,971	8,540
Administrative and general	8,560	11,914
TOTAL OPERATING EXPENSES	220,406	178,316
NET OPERATING REVENUES	29,821	31,960
OTHER (EXPENSES) REVENUES		
Interest expense	(24,834)	(26,646)
Interest income	1,051	724
Other	3,345	2,226
TOTAL OTHER EXPENSES	(20,438)	(23,696)
FUTURE RECOVERABLE AMOUNTS	75	-2,774
REFUNDS TO PARTICIPANTS	(698)	(233)
INCREASE IN NET POSITION	8,760	10,805
NET POSITION, Beginning of year	29,990	32,233
NET POSITION, Period ended	\$ 38,750	\$ 43,038

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

(000's omitted)

December 31, 2015

GENERATING & TRANSMISSION RESOURCES										
Geothermal	Hydroelectric	Multiple Capital Facilities		CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
		1	\$	1	\$	71	\$	-	\$	
CURRENT ASSETS										
Cash and cash equivalents										
Investments										
Accounts receivable										
Participants										
Others										
Interest receivable										
Inventory and supplies - at average cost										
Prepaid expenses										
Due from Agency and other programs*										
TOTAL CURRENT ASSETS										
RESTRICTED ASSETS										
Cash and cash equivalents										
Investments										
Interest receivable										
TOTAL RESTRICTED ASSETS										
ELECTRIC PLANT										
Electric plant in service										
Less: accumulated depreciation										
Construction work-in-progress										
TOTAL ELECTRIC PLANT										
OTHER ASSETS										
Regulatory assets										
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt										
Pension contribution										
TOTAL DEFERRED OUTFLOWS OF RESOURCES										
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES										

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

December 31, 2015

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable	\$ 698	\$ 262	\$ 1	\$ 2	\$ 2,718	\$ -	\$ 11,331	\$ -	\$ 7,097	\$ 22,109	
Member advances	791	-	-	-	-	-	-	202	-	993	
Operating reserves	7,416	250	513	250	14,645	-	-	-	-	23,074	
Current portion of long-term debt	4,190	20,050	3,670	-	9,480	-	-	-	-	37,390	
Accrued interest payable	769	7,526	832	-	1,412	-	-	-	-	10,539	
TOTAL CURRENT LIABILITIES	13,864	28,088	5,016	252	28,255	-	11,331	202	7,097	94,105	
NON-CURRENT LIABILITIES											
Net pension liability	-	-	-	-	-	-	-	-	-	57,260	
Operating reserves and other deposits	14,694	13,989	-	-	5,491	-	20,888	829	73,099	128,990	
Interest rate swap liability	-	19,654	-	-	-	-	-	-	-	19,654	
Long-term debt, net	31,069	356,692	38,462	-	362,086	-	-	-	-	788,309	
TOTAL NON-CURRENT LIABILITIES	45,763	390,335	38,462	-	367,577	-	20,888	829	130,359	994,213	
TOTAL LIABILITIES	59,627	418,423	43,478	252	395,832	-	32,219	1,031	137,456	1,088,318	
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	20,359	3,869	1,088	2,341	43,714	-	-	154	3,039	74,564	
Pension earnings	-	-	-	-	-	-	-	-	4,947	4,947	
TOTAL DEFERRED INFLOWS OF RESOURCES	20,359	3,869	1,088	2,341	43,714	-	-	154	7,986	79,511	
NET POSITION											
Net investment in capital assets	(5,963)	(24,352)	(5,008)	-	(19,046)	-	-	-	-	(54,369)	
Restricted	6,949	35,799	3,175	-	13,454	-	-	1,171	108	60,656	
Unrestricted	6,689	(3,083)	2,055	(113)	15,402	-	6,218	5,623	(328)	32,463	
TOTAL NET POSITION	7,675	8,364	222	(113)	9,810	-	6,218	6,794	(220)	38,750	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 87,661	\$ 430,656	\$ 44,788	\$ 2,480	\$ 449,356	\$ -	\$ 38,437	\$ 7,979	\$ 145,222	\$ 1,206,579	

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 Five Months Ended December 31, 2015

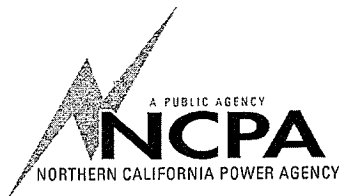
	GENERATING & TRANSMISSION RESOURCES								Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services		
SALES FOR RESALE										
Participants	\$ 2,910	\$ 20,459	\$ 3,674	\$ 1,232	\$ 16,309	\$ -	\$ 112,659	\$ 10,232	\$ 68	\$ 167,543
Other third-party	15,179	5,296	295	529	28,373	-	33,012	-	-	82,684
TOTAL SALES FOR RESALE	18,089	25,755	3,969	1,761	44,682	-	145,671	10,232	68	250,227
OPERATING EXPENSES										
Purchased power	-	-	-	-	2,712	-	104,774	-	-	107,486
Operations	6,761	1,863	588	576	20,134	-	3,152	5,537	-	38,611
Transmission	563	205	46	(41)	334	-	39,311	2	-	40,420
Depreciation	1,966	4,717	1,106	89	7,300	8	-	27	145	15,358
Maintenance expenses	3,753	2,186	461	526	3,020	-	-	25	-	9,971
Administrative and general	1,852	1,125	201	228	1,874	-	-	3,198	82	8,560
Intercompany (sales) purchases, net*	(233)	95	28	38	106	-	-	(34)	-	-
TOTAL OPERATING EXPENSES	14,662	10,191	2,430	1,416	35,480	8	147,237	8,755	227	220,406
NET OPERATING REVENUES	3,427	15,564	1,539	345	9,202	(8)	(1,566)	1,477	(159)	29,821
OTHER (EXPENSES) REVENUES										
Interest expense	(740)	(14,974)	(1,002)	-	(8,118)	-	-	-	-	(24,834)
Interest income	137	129	8	-	170	-	196	18	393	1,051
Other	46	6	335	-	2,640	-	-	132	186	3,345
TOTAL OTHER (EXPENSES) REVENUES	(557)	(14,839)	(659)	-	(5,308)	-	196	150	579	(20,438)
FUTURE RECOVERABLE AMOUNTS	(756)	592	(771)	-	1,384	8	-	-	(382)	75
REFUNDS TO PARTICIPANTS	(47)	(48)	(49)	1	-	-	(193)	(24)	(338)	(698)
INCREASE (DECREASE) IN NET POSITION	2,067	1,269	60	346	5,278	-	(1,563)	1,603	(300)	8,760
NET POSITION, Beginning of year	5,608	7,095	162	(459)	4,532	-	7,781	5,191	80	29,990
NET POSITION, Period ended	\$ 7,675	\$ 8,364	\$ 222	\$ (113)	\$ 9,810	\$ -	\$ 6,218	\$ 6,794	\$ (220)	\$ 38,750

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 December 31, 2015

Status	Participant / Customer	Description	Amount
CURRENT			\$ 918,611
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 918,611</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.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 12

Date: January 21, 2016
To: NCPA Commission
Subject: Treasurer's Report for the Month Ended November 30, 2015

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 \$33,218,816 of which approximately \$101,778 was applicable to Special and Reserve Fund Deposits, \$3,811,273 to Debt Service and \$29,305,765 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 \$249,664,844 at month end. The current market value of the portfolio totaled \$249,332,757.

The overall portfolio had a combined weighted average interest rate of 0.769% with a bond equivalent yield (yield to maturity) of 0.780%. Investments with a maturity greater than one year totaled \$131,978,000. November maturities totaled \$11 million and monthly receipts totaled \$32 million. During the month \$16 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 12 basis points (from 0.05% to 0.17%) and rates on one year T-Bills increased 20 basis points (from 0.31% to 0.51%).

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2015 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will 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

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

SR: 104:16

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

NOVEMBER 30, 2015

TABLE OF CONTENTS

	<u>PAGE</u>
CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
November 30, 2015**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 26,682,601	\$ 70,667,034	97,349,635	34.41%
Special Deposits	2,578,939	1	2,578,940	0.91%
Construction	44,225	4,799,662	4,843,887	1.71%
Debt Service	3,811,273	31,363,898	35,175,171	12.43%
Special & Reserve	101,778	142,834,249	142,936,027	50.53%
	<u>\$ 33,218,816</u>	<u>\$ 249,664,844</u>	<u>\$ 282,883,660</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 249,332,755

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Treasurer's Report
Cash Activity Summary
November 30, 2015

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 30,415,965	\$ 118,988	\$ 3,953,064	\$ (17,987,464)	\$ (3,981,219)	\$ (13,429,952)	\$ (910,618)
Special Deposits	1,618,828	23	-	(5,409,504)	-	4,254,750	464,097
Construction	-	12,423	-	-	-	-	12,423
Debt Service	-	4	3,117,596	-	(8,438,549)	9,130,156	3,809,207
Special & Reserve	45,356	175,527	3,574,106	(162,892)	(3,830,332)	45,046	(153,189)
	<u>\$ 32,080,149</u>	<u>\$ 306,965</u>	<u>\$ 10,644,766</u>	<u>\$ (23,559,860)</u>	<u>\$ (16,250,100)</u>	<u>\$ (0)</u>	<u>\$ 3,221,920</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
November 30, 2015

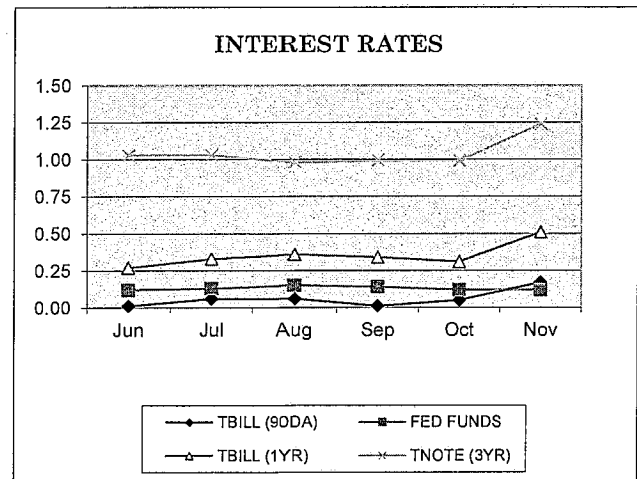
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 3,981,219	\$ (3,953,064)	\$ (6,888)	\$ -	\$ -	\$ 21,267
Special Deposits		-	-	-	-	-
Construction	-		(34)	-	-	(34)
Debt Service	8,438,549	(3,117,596)	2,479	(163)	-	5,323,269
Special & Reserve	3,830,332	(3,574,106)	(3,827)	-	-	252,399
	<u>\$ 16,250,100</u>	<u>\$ (10,644,766)</u>	<u>\$ (8,270)</u>	<u>\$ (163)</u>	<u>\$ -</u>	<u>\$ 5,596,901</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>8,433</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 5,605,334</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
November 30, 2015

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>0.769%</u>	<u>0.780%</u>
<u>OPERATING FUNDS:</u>	0.797%	0.732%
<u>PROJECTS:</u>		
Geothermal	1.081%	1.084%
Capital Facilities	1.220%	1.205%
Hydroelectric	0.891%	0.825%
Lodi Energy Center	0.768%	0.730%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.12%	0.09%
T-Bills (90da.)	0.17%	0.03%
Agency Disc (90da.)	0.23%	0.03%
T-Bills (1yr.)	0.51%	0.11%
Agency Disc (1yr.)	0.52%	0.14%
T-Notes (3yr.)	1.24%	0.61%



Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
November 30, 2015

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies	\$11,130	\$28,516	\$5,868	\$4,128	\$0	\$126,607	\$5,371	\$181,620	65.80%
US Bank Trust Money Market	8,690							8,690	3.15%
Commercial Paper	5,000							5,000	1.81%
Investment Trusts (LAIF)	50,000							50,000	18.11%
U.S.Treasury Market Acct. *	30,719							30,719	11.13%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit		10						10	0.00%
Total Dollars	\$105,539	\$28,526	\$5,868	\$4,128	\$0	\$126,607	\$5,371	\$276,039	100.00%
Total Percents	38.23%	10.33%	2.13%	1.50%	0.00%	45.87%	1.95%	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
11/30/2015

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	5,000,000	0.100	11/26/2014	5,000,000		1	0.100	5,000,000	SYS70101	70101	5,000,000
Local Agency Investm	LAIF	16,969,193	0.319	07/01/2013	16,969,193		1	0.319	16,969,193	SYS70000	70000	16,969,193
Union Bank of Calif	UBOC	4,036,343	0.002	07/01/2013	4,036,343		1	0.002	4,036,343	SYS70014	70014	4,036,343
US Bank	USB	26,682,599	0.001	06/30/2013	26,682,599		1	0.001	26,682,599	SYS70050	70050	26,682,599
Federal Home Loan Ba	UBOC	3,150,000	1.375	10/23/2014	3,192,966	12/11/2015	10	0.169	3,151,166	313371NW2	26167	3,151,053
US Bank	USB	10,000	0.050	10/07/2015	10,000	01/07/2016	37	0.050	10,000	SYS30297	30297	10,000
Federal Home Loan Mt	UBOC	9,870,000	1.750	06/09/2015	9,983,900	05/30/2019	1,276	1.450	9,963,272	3137EADG1	26231	9,970,210
Federal Home Loan Mt	UBOC	7,750,000	1.625	09/30/2015	7,750,000	03/30/2020	1,581	1.625	7,727,525	3134G7G88	26259	7,750,000
Federal National Mtg	UBOC	3,205,000	1.600	04/29/2015	3,205,000	04/29/2020	1,611	1.600	3,210,449	3136G2GH4	26224	3,205,000
Fund Total and Average		\$ 76,673,135	0.592		\$ 76,830,001		394	0.504	\$ 76,750,547			\$ 76,774,398

MPP GHG Auction Acct

Local Agency Investm		359,113	0.319	07/01/2013	359,113		1	0.319	359,113	SYS70045	70045	359,113
Fund Total and Average		\$ 359,113	0.319		\$ 359,113		1	0.319	\$ 359,113			\$ 359,113

SCPA Balancing Account

Local Agency Investm	LAIF	1,503,414	0.319	07/01/2013	1,503,414		1	0.319	1,503,414	SYS70022	70022	1,503,414
Union Bank of Calif	UBOC	0	0.005	07/01/2013	0		1	0.005	0	SYS70023	70023	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70058	70058	0
Federal National Mtg	UBOC	5,065,000	0.375	02/26/2014	5,076,447	12/21/2015	20	0.250	5,065,557	3135G0S80	26102	5,065,350
Federal Home Loan Ba	UBOC	4,510,000	1.000	04/27/2015	4,510,000	04/27/2018	878	1.000	4,488,081	3130A55T2	26223	4,510,000
Federal National Mtg	UBOC	3,962,000	1.625	12/18/2014	4,000,630	11/27/2018	1,092	1.369	3,999,362	3135GOYT4	26167	3,991,292
Federal Home Loan Mt	UBOC	5,075,000	1.700	10/28/2015	5,075,000	10/28/2020	1,793	1.700	4,996,896	3134G73K5	26271	5,075,000
Fund Total and Average		\$ 20,115,414	1.092		\$ 20,165,491		870	1.010	\$ 20,053,310			\$ 20,145,056

General Operating Reserve

Local Agency Investm	LAIF	21,043,316	0.319	07/01/2013	21,043,316		1	0.319	21,043,316	SYS70000	70002	21,043,316
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 Home Loan Mt	UBOC	4,995,000	0.500	01/24/2014	4,994,251	05/13/2016	164	0.506	4,996,548	3137EADQ9	26085	4,994,854
Federal National Mtg	UBOC	3,263,000	0.750	12/16/2014	3,261,466	04/20/2017	506	0.770	3,261,205	3135G0ZB2	26186	3,262,093
Federal Farm Credit	UBOC	7,305,000	0.770	12/05/2012	7,305,000	06/05/2017	552	0.770	7,305,438	3133EC5L4	25942	7,305,000
Federal National Mtg	UBOC	10,490,000	0.900	11/27/2012	10,490,000	11/27/2017	727	0.900	10,493,564	3136G07M7	25934	10,490,000
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	1,092	1.450	6,026,297	3135GOYT4	26188	6,000,211



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 Farm Credit	UBOC	9,376,000	1.420	10/22/2015	9,376,000	10/22/2019	1,421	1.420	9,268,739	3133EFLB1	26270	9,376,000
Federal National Mig	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	1,456	1.430	5,005,864	3135G0ZY2	26246	5,043,386
Federal Farm Credit	UBOC	1,301,000	1.850	06/08/2015	1,301,000	06/08/2020	1,651	1.850	1,301,078	3133EEU65	26229	1,301,000
Federal Farm Credit	UBOC	4,260,000	1.680	10/29/2015	4,260,000	10/29/2020	1,794	1.680	4,231,714	3133EFMG9	26272	4,260,000
Fund Total and Average		\$ 72,985,316	0.933		\$ 73,088,098		700	0.898	\$ 72,873,763			\$ 73,075,860
GRAND TOTALS:		\$ 170,132,978	0.797		\$ 170,442,703		581	0.732	\$ 170,036,733.			\$ 170,354,427

*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 11/30/2015

Investment #25934 - FNMA - Callable quarterly.
Investment #25942 - FFCEB - Callable anytime.
Investment #26223 - FHLNC - Callable on 4/27/2017 Only.
Investment #26224 - FHLNC - Callable on 4/29/2016 Only.
Investment #26259 - FHLNC - Callable quarterly.
Investment #26270 - FFCEB - Callable 1/22/16, then anytime.
Investment #26271 - FHLNC - Callable quarterly.
Investment #26272 - FFCEB - Callable 1/29/16, then anytime.



Northern California Power Agency
Treasurer's Report
11/30/2015

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 Mt	USBT	873,000	0.250	06/02/2015	870,824	05/26/2016	177	0.253	871,455	313396XH1	26226	871,927
Fund Total and Average		\$ 873,000	0.250		\$ 870,824		177	0.254	\$ 871,455			\$ 871,927

Geothermal Debt Service

Federal Home Loan Ba	USBT	604,000	0.160	08/28/2015	603,718	12/11/2015	10	0.162	603,988	313384QJ1	26235	603,973
Federal Home Loan Ba	USBT	303,000	0.050	09/29/2015	302,961	12/31/2015	30	0.050	302,979	313384RE1	26251	302,987
Federal Home Loan Ba	USBT	302,000	0.070	10/23/2015	301,959	12/31/2015	30	0.070	301,979	313384RE1	26262	301,982
Fund Total and Average		\$ 1,209,000	0.110		\$ 1,208,638		20	0.112	\$ 1,208,946			\$ 1,208,942

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	246,000	0.160	08/28/2015	245,885	12/11/2015	10	0.162	245,995	313384QJ1	26236	245,989
Federal Home Loan Ba	USBT	124,000	0.050	09/29/2015	123,984	12/31/2015	30	0.050	123,991	313384RE1	26252	123,995
Federal Home Loan Ba	USBT	123,000	0.069	10/23/2015	122,984	12/31/2015	30	0.070	122,991	313384RE1	26263	122,993
Fund Total and Average		\$ 493,000	0.110		\$ 492,853		20	0.111	\$ 492,977			\$ 492,977

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70032	70032	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70063	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.000	08/31/2015	1,500,000	02/26/2018	818	1.000	1,501,215	3134G7UW9	26249	1,500,000
Fund Total and Average		\$ 1,500,000	1.000		\$ 1,500,000		818	1.000	\$ 1,501,215			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	2,494,066	0.319	07/01/2013	2,494,066		1	0.319	2,494,066	SYS70027	70027	2,494,066
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70034	70034	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70059	70059	0
Federal National Mtg	UBOC	4,128,000	0.625	01/24/2014	4,129,589	08/26/2016	269	0.635	4,127,505	3135G0YE7	26084	4,128,446
Federal Home Loan Mt	UBOC	865,000	0.625	12/20/2012	865,000	12/05/2016	370	0.624	863,659	3134G3Z37	25946	865,000
Federal Farm Credit	UBOC	5,488,000	1.900	08/28/2015	5,498,976	08/24/2020	1,728	1.857	5,499,250	3133EFAR8	26247	5,498,408
Fund Total and Average		\$ 12,975,066	1.106		\$ 12,987,611		842	1.092	\$ 12,984,480			\$ 12,985,920



GEO Debt Service Reserve 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
GEO Debt Service Reserve Acct												
Federal Home Loan Mt	USBT	1,109,000	1.750	06/02/2015	1,125,979	05/30/2019	1,276	1.354	1,119,480	3137EADG1	26228	1,123,865
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	1,401	1.530	2,480,519	3137EADM8	26197	2,488,998
Fund Total and Average		\$ 3,624,000	1.406		\$ 3,609,818		1362	1.476	\$ 3,599,999			\$ 3,612,863

Geo 2012A DSR Account

Federal Home Loan Ba	USB	1,500,000	1.750	09/29/2015	1,500,000	09/29/2020	1,764	1.750	1,497,930	3130A6HQ3	26261	1,500,000
Fund Total and Average		\$ 1,500,000	1.750		\$ 1,500,000		1764	1.750	\$ 1,497,930			\$ 1,500,000
GRAND TOTALS:		\$ 22,174,066	1.081		\$ 22,169,744		898	1.084	\$ 22,157,002			\$ 22,172,529

*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 11/30/2015

Investment #26247 - FHLB - Callable 8/24/16, then any time
Investment #26249 - FHLMC - Callable 2/26/16 only
Investment #26261 - FHLB - Callable 12/29/15, then any time



Northern California Power Agency
Treasurer's Report
11/30/2015

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	472,000	0.100	09/29/2015	471,843	01/27/2016	57	0.101	471,915	313384SH3	26254	471,925
Federal National Mtg	USBT	618,000	0.234	08/28/2015	617,379	01/29/2016	59	0.238	617,883	313586SK2	26238	617,762
Federal Home Loan Ba	USBT	473,000	0.095	10/23/2015	472,874	02/01/2016	62	0.096	472,839	313384SNO	26265	472,923
Fund Total and Average		\$ 1,563,000	0.152		\$ 1,562,096		59	0.154	\$ 1,562,637			\$ 1,562,610
Cap. Fac. Debt Svc Reserve												
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	2,235	2.340	1,467,863	3137EADB2	25845	1,445,732
Fund Total and Average		\$ 1,443,000	2.375		\$ 1,447,430		2235	2.340	\$ 1,467,863			\$ 1,445,732
GRAND TOTALS:		\$ 3,006,000	1.220		\$ 3,009,526		1105	1.205	\$ 3,030,500			\$ 3,008,342

*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 11/30/2015



Northern California Power Agency
Treasurer's Report
11/30/2015

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	5,254,629	0.319	07/01/2013	5,254,629		1	0.319	5,254,629	SYS70028	70028	5,254,629
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70052	70052	0
Federal National Mtg	UBOC	5,389,000	0.375	12/20/2012	5,380,917	12/21/2015	20	0.000	5,389,593	3135G0SBO	25947	5,388,850
Federal Home Loan Mt	UBOC	3,222,000	1.300	08/28/2015	3,224,255	08/27/2018	1,000	1.276	3,215,717	3134G7SN2	26245	3,224,061
Fund Total and Average		\$ 13,865,629	0.569		\$ 13,859,801		241	0.418	\$ 13,859,939			\$ 13,867,540

Hydro Initial Facilities

Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	1,092	1.450	1,543,418	3135GOYT4	26189	1,536,735
Federal Farm Credit	USBT	2,391,000	1.520	01/28/2015	2,391,000	01/28/2019	1,154	1.520	2,393,224	3133EELW8	26193	2,391,000
Fund Total and Average		\$ 3,920,000	1.561		\$ 3,930,244		1130	1.493	\$ 3,936,642			\$ 3,927,735

Hydro Debt Service

Federal Home Loan Ba	USBT	5,824,000	0.160	08/28/2015	5,821,282	12/11/2015	10	0.162	5,823,884	313384QU1	26237	5,823,741
Federal Home Loan Ba	USBT	2,911,000	0.050	09/29/2015	2,910,624	12/31/2015	30	0.050	2,910,796	313384RE1	26253	2,910,879
Federal Home Loan Ba	USBT	2,912,000	0.069	10/23/2015	2,911,609	12/31/2015	30	0.070	2,911,796	313384RE1	26264	2,911,830
Fund Total and Average		\$ 11,647,000	0.110		\$ 11,643,515		20	0.112	\$ 11,646,476			\$ 11,646,450

Hydro Debt Service Resrv 2010A

Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	1,708	1.680	5,522,140	3133EE5Z9	26243	5,545,235
Fund Total and Average		\$ 5,528,000	1.750		\$ 5,546,187		1708	1.680	\$ 5,522,140			\$ 5,545,235

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	651,000	1.000	02/09/2012	649,392	03/08/2017	463	1.050	652,523	3137EADC0	25853	650,598
Fund Total and Average		\$ 651,000	1.000		\$ 649,392		463	1.050	\$ 652,523			\$ 650,598

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70033	70033	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70064	70064	0



Northern California Power Agency
Treasurer's Report
11/30/2015

Hydro Special 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 Home Loan Mt	UBOC	1,500,000	1.000	08/31/2015	1,500,000	02/26/2018	818	1.000	1,501,215	3134G7UW9	26250	1,500,000
Fund Total and Average		\$ 1,500,000	1.000		\$ 1,500,000		818	1.000	\$ 1,501,215			\$ 1,500,000

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	09/04/2020	1,708	1.680	99,894	3133EE5Z9	26244	100,312
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	2,235	2.380	3,995,679	3137EADB2	25852	3,926,911
Fund Total and Average		\$ 4,028,000	2.359		\$ 4,026,561		2222	2.363	\$ 4,095,573			\$ 4,027,223
GRAND TOTALS:		\$ 41,139,629	0.691		\$ 41,155,700		679	0.825	\$ 41,214,508.			\$ 41,164,781

*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 11/30/2015

Investment #26193 - FFGB - Callable 1/28/16, then anytime.
Investment # 26245 - FHLMC -Callable Quarterly.
Investment # 26250 - FHLMC -Callable on 2/26/16 Only.



Northern California Power Agency
Treasurer's Report
11/30/2015

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		71,066	0.319	07/01/2013	71,066		1	0.319	71,066	SYS70046	70046	71,066
Fund Total and Average		\$ 71,066	0.319		\$ 71,066		1	0.319	\$ 71,066			\$ 71,066

LEC Construction Revolving

Local Agency Investm		1	0.254	07/01/2013	1		1	0.254		1	SYS70040	70040	1
Fund Total and Average													
	\$	1	0.254		\$	1		1	0.254	\$	1		\$ 1

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	693,658	0.100	07/01/2013	693,658		1	0.100	693,658	SYS79003	79003	693,658
Federal Home Loan Ba	USBT	2,082,000	0.155	08/28/2015	2,081,148	12/01/2015	0	0.157	2,082,000	313384PY9	26239	2,082,000
Federal Home Loan Ba	USBT	694,000	0.050	09/29/2015	693,939	12/01/2015	0	0.050	694,000	313384PY9	26255	694,000
Federal Home Loan Ba	USBT	694,000	0.025	10/23/2015	693,981	12/01/2015	0	0.025	694,000	313384PY9	26266	694,000
Fund Total and Average		\$ 4,163,658	0.107		\$ 4,162,726		0	0.108	\$ 4,163,658			\$ 4,163,658

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	2,833,089	0.100	07/01/2013	2,833,089		1	0.100	2,833,089	SYS79004	79004	2,833,089
Federal Home Loan Ba	USBT	2,255,000	0.155	08/28/2015	2,254,078	12/01/2015	0	0.157	2,255,000	313384PY9	26240	2,255,000
Federal Home Loan Ba	USBT	726,000	0.050	09/29/2015	725,936	12/01/2015	0	0.050	726,000	313384PY9	26256	726,000
Federal Home Loan Ba	USBT	726,000	0.024	10/23/2015	725,980	12/01/2015	0	0.025	726,000	313384PY9	26267	726,000
Fund Total and Average		\$ 6,540,089	0.105		\$ 6,539,083		0	0.106	\$ 6,540,089			\$ 6,540,089

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	434,506	0.100	07/01/2013	434,506		1	0.100	434,506	SYS79011	79011	434,506
Federal Home Loan Ba	USBT	1,303,000	0.154	08/28/2015	1,302,467	12/01/2015	0	0.157	1,303,000	313384PY9	26241	1,303,000
Federal Home Loan Ba	USBT	435,000	0.050	09/29/2015	434,962	12/01/2015	0	0.050	435,000	313384PY9	26257	435,000
Federal Home Loan Ba	USBT	434,000	0.024	10/23/2015	433,988	12/01/2015	0	0.025	434,000	313384PY9	26268	434,000
Fund Total and Average		\$ 2,606,506	0.107		\$ 2,605,923		0	0.108	\$ 2,606,506			\$ 2,606,506

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,361,666	0.100	07/01/2013	1,361,666		1	0.100	1,361,666	SYS79012	79012	1,361,666
Federal Home Loan Ba	USBT	1,083,000	0.155	08/28/2015	1,082,557	12/01/2015	0	0.157	1,083,000	313384PY9	26242	1,083,000



Northern California Power Agency
Treasurer's Report
11/30/2015

LEC Issue #2 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	349,000	0.050	09/29/2015	348,969	12/01/2015	0	0.050	349,000	3133384PY9	26258	349,000
Federal Home Loan Ba	USBT	349,000	0.024	10/23/2015	348,991	12/01/2015	0	0.025	349,000	3133384PY9	26269	349,000
Fund Total and Average		\$ 3,142,666	0.105		\$ 3,142,183		0	0.106	\$ 3,142,666			\$ 3,142,666

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	18,853	0.100	07/01/2013	18,853		1	0.100	18,853	SYS79005	79005	18,853
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	636	0.977	4,165,413	3135GOMZ3	26136	4,171,052
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,651	1.850	4,287,257	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,475,853	1.366		\$ 8,477,813		1148	1.417	\$ 8,471,523			\$ 8,476,905

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,276	0.100	07/01/2013	2,261,276		1	0.100	2,261,276	SYS79006	79006	2,261,276
Fund Total and Average		\$ 2,261,276	0.100		\$ 2,261,276		1	0.100	\$ 2,261,276			\$ 2,261,276

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,596	0.100	07/01/2013	1,086,596		1	0.100	1,086,596	SYS79013	79013	1,086,596
Fund Total and Average		\$ 1,086,596	0.100		\$ 1,086,596		1	0.100	\$ 1,086,596			\$ 1,086,596

LEC O & M Reserve

Local Agency Investm	UBOC	2,305,201	0.319	07/01/2013	2,305,201		1	0.319	2,305,201	SYS70047	70047	2,305,201
Union Bank of Calif	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	1,176	1.220	2,979,869	3135G0ZA4	26248	2,993,299
Federal Farm Credit	UBOC	6,000,000	1.740	09/30/2015	6,000,000	09/30/2020	1,765	1.740	5,948,160	3133EFFZ5	26260	6,000,000
Fund Total and Average		\$ 11,238,201	1.486		\$ 11,303,343		1249	1.312	\$ 11,233,230			\$ 11,298,500
GRAND TOTALS:		\$ 39,585,912	0.768		\$ 39,650,010		602	0.730	\$ 39,576,611			\$ 39,647,263

*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 11/30/2015
Investment # 26230 - FFCB - Callable on 6/8/16, then any time.
Investment # 26260 - FFCB - Callable on 3/30/16, then any time.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 13

Date: January 21, 2016

To: NCPA Commission

Subject: Treasurer's Report for the Month Ended December 31, 2015

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 \$44,535,884 of which approximately \$101,778 was applicable to Special and Reserve Fund Deposits, \$17,937,257 to Debt Service and \$26,496,849 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 \$230,079,020 at month end. The current market value of the portfolio totaled \$229,342,405.

The overall portfolio had a combined weighted average interest rate of 0.924% with a bond equivalent yield (yield to maturity) of 0.937%. Investments with a maturity greater than one year totaled \$148,704,000. December maturities totaled \$54 million and monthly receipts totaled \$29 million. During the month \$34 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 4 basis points (from 0.17% to 0.21%) and rates on one year T-Bills increased 15 basis points (from 0.51% to 0.66%).

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2015 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will 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

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

SR: 105:16

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

DECEMBER 31, 2015

TABLE OF CONTENTS

	<u>PAGE</u>
CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
December 31, 2015**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 23,863,567	\$ 70,438,103	94,301,670	34.34%
Special Deposits	2,589,057	1	2,589,058	0.94%
Construction	44,225	4,799,635	4,843,860	1.76%
Debt Service	17,937,257	11,666,921	29,604,178	10.78%
Special & Reserve	101,778	143,174,360	143,276,138	52.17%
	<u>\$ 44,535,884</u>	<u>\$ 230,079,020</u>	<u>\$ 274,614,904</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 229,342,404

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Treasurer's Report
Cash Activity Summary
December 31, 2015

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 27,729,278	\$ 27,415	\$ 12,168,338	\$ (18,873,337)	\$ (11,944,005)	\$ (11,926,723)	\$ (2,819,034)
Special Deposits	848,509	24	-	(6,501,809)	-	5,663,395	10,119
Construction	-	-	-	-	-	-	-
Debt Service	-	18	33,097,108	(11,585,439)	(13,397,700)	6,011,997	14,125,984
Special & Reserve	-	92,681	8,791,141	-	(9,135,153)	251,331	-
	<u>\$ 28,577,787</u>	<u>\$ 120,138</u>	<u>\$ 54,056,587</u>	<u>\$ (36,960,585)</u>	<u>\$ (34,476,858)</u>	<u>\$ (0)</u>	<u>\$ 11,317,069</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
December 31, 2015**

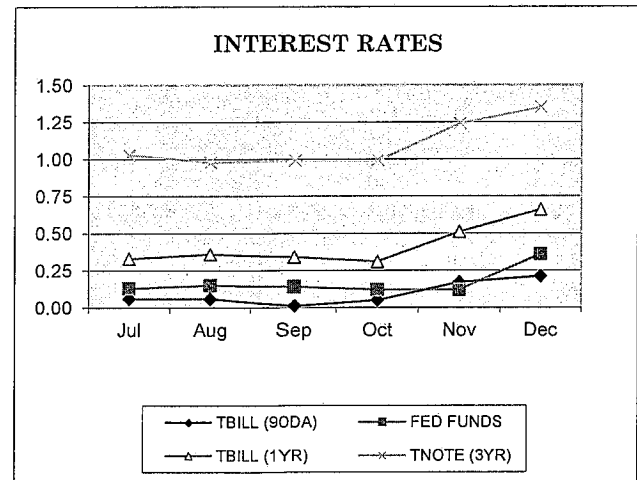
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 11,944,005	\$ (12,168,338)	\$ (4,597)	\$ -	\$ -	\$ (228,930)
Special Deposits		-	-	-	-	-
Construction	-		(28)	-	-	(28)
Debt Service	13,397,700	(33,097,108)	2,431	-	-	(19,696,977)
Special & Reserve	9,135,153	(8,791,141)	(3,902)	-	-	340,110
	<u>\$ 34,476,858</u>	<u>\$ (54,056,587)</u>	<u>\$ (6,096)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(19,585,825)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>6,096</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (19,579,729)</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
December 31, 2015**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>0.924%</u>	<u>0.937%</u>
<u>OPERATING FUNDS:</u>	0.857%	0.818%
<u>PROJECTS:</u>		
Geothermal	1.139%	1.143%
Capital Facilities	0.971%	0.959%
Hydroelectric	1.415%	1.393%
Lodi Energy Center	1.025%	0.976%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.36%	0.12%
T-Bills (90da.)	0.21%	0.03%
Agency Disc (90da.)	0.33%	0.07%
T-Bills (1yr.)	0.66%	0.25%
Agency Disc (1yr.)	0.65%	0.22%
T-Notes (3yr.)	1.35%	1.11%



Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
December 31, 2015

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies	\$0	\$2,034	\$15,474	\$4,128	\$865	\$143,333	\$5,371	\$171,205	67.49%
US Bank Trust Money Market	3,448							3,448	1.36%
Commercial Paper	5,000							5,000	1.97%
Investment Trusts (LAIF)	50,000							50,000	19.71%
U.S.Treasury Market Acct. *	23,994							23,994	9.46%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit	10							10	0.00%
Total Dollars	\$82,452	\$2,034	\$15,474	\$4,128	\$865	\$143,333	\$5,371	\$253,657	100.00%
Total Percents	32.51%	0.80%	6.10%	1.63%	0.34%	56.51%	2.12%	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
12/31/2015

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	5,000,000	0.100	11/26/2014	5,000,000		1	0.100	5,000,000	SYS70101	70101	5,000,000
Local Agency Investm	LAIF	20,213,753	0.319	07/01/2013	20,213,753		1	0.319	20,213,753	SYS70000	70000	20,213,753
Union Bank of Calif	UBOC	83,005	0.002	07/01/2013	83,005		1	0.002	83,005	SYS70014	70014	83,005
US Bank	USB	23,863,566	0.001	06/30/2013	23,863,566		1	0.001	23,863,566	SYS70050	70050	23,863,566
US Bank	USB	10,000	0.050	10/07/2015	10,000	01/07/2016	6	0.050	10,000	SYS30297	30297	10,000
Federal Farm Credit	UBOC	3,625,000	1.290	12/21/2015	3,624,948	11/19/2018	1,053	1.300	3,614,469	3133EFPJ0	26280	3,624,958
Federal Home Loan Mt	UBOC	9,870,000	1.750	06/09/2015	9,983,900	05/30/2019	1,245	1.450	9,944,025	3137EADG1	26231	9,967,822
Federal Home Loan Mt	UBOC	7,750,000	1.625	09/30/2015	7,750,000	03/30/2020	1,550	1.625	7,692,883	3134G7G88	26259	7,750,000
Federal National Mtg	UBOC	3,205,000	1.600	04/29/2015	3,205,000	04/29/2020	1,580	1.600	3,208,077	3136G2GH4	26224	3,205,000
Fund Total and Average		\$ 73,621,324	0.635		\$ 73,734,172		452	0.595	\$ 73,629,778			\$ 73,718,104

MPP GHG Auction Acct

Local Agency Investm		359,113	0.319	07/01/2013	359,113		1	0.319	359,113	SYS70045	70045	359,113
Fund Total and Average		\$ 359,113	0.319		\$ 359,113		1	0.319	\$ 359,113			\$ 359,113

SCPA Balancing Account

Local Agency Investm	LAIF	1,503,414	0.319	07/01/2013	1,503,414		1	0.319	1,503,414	SYS70022	70022	1,503,414
Union Bank of Calif	UBOC	4,497	0.005	07/01/2013	4,497		1	0.005	4,497	SYS70023	70023	4,497
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70058	70058	0
Federal Home Loan Ba	UBOC	4,510,000	1.000	04/27/2015	4,510,000	04/27/2018	847	1.000	4,469,861	3130A5T2	26223	4,510,000
Federal National Mtg	UBOC	3,962,000	1.625	12/18/2014	4,000,630	11/27/2018	1,061	1.369	3,990,843	3135GOYT4	26187	3,990,475
Federal Home Loan Ba	UBOC	5,070,000	1.625	12/28/2015	5,070,000	06/28/2019	1,274	1.625	5,070,761	3130AGVN4	26281	5,070,000
Federal Home Loan Mt	UBOC	5,075,000	1.700	10/28/2015	5,075,000	10/28/2020	1,762	1.700	4,973,196	3134G73K5	26271	5,075,000
Fund Total and Average		\$ 20,124,911	1.406		\$ 20,163,541		1164	1.356	\$ 20,012,572			\$ 20,153,386

General Operating Reserve

Local Agency Investm	LAIF	21,043,316	0.319	07/01/2013	21,043,316		1	0.319	21,043,316	SYS70000	70002	21,043,316
Union Bank of Calif	UBOC	40,159	0.002	07/01/2013	40,159		1	0.002	40,159	SYS70019	70019	40,159
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal Home Loan Mt	UBOC	4,995,000	0.500	01/24/2014	4,994,251	05/13/2016	133	0.506	4,995,450	3137EADQ9	26085	4,994,881
Federal National Mtg	UBOC	3,263,000	0.750	12/16/2014	3,261,466	04/20/2017	475	0.770	3,253,733	3135GOZB2	26186	3,262,148
Federal Farm Credit	UBOC	7,305,000	0.770	12/05/2012	7,305,000	06/05/2017	521	0.770	7,305,073	3133EC5L4	25942	7,305,000
Federal National Mtg	UBOC	10,490,000	0.900	11/27/2012	10,490,000	11/27/2017	696	0.900	10,431,466	3136G07M7	25934	10,490,000
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	1,061	1.450	6,013,462	3135GOYT4	26188	5,999,368



Northern California Power Agency
Treasurer's Report
12/31/2015

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 Farm Credit	UBOC	9,376,000	1.420	10/22/2015	9,376,000	10/22/2019	1,390	1.420	9,233,016	3133EFLB1	26270	9,376,000
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	1,425	1.430	5,007,558	3135G0ZY2	26246	5,042,102
Federal Farm Credit	UBOC	1,301,000	1.850	06/08/2015	1,301,000	06/08/2020	1,620	1.850	1,286,520	3133EEU65	26229	1,301,000
Federal Farm Credit	UBOC	4,260,000	1.680	10/29/2015	4,260,000	10/29/2020	1,763	1.680	4,211,819	3133EFMG9	26272	4,260,000
Fund Total and Average		\$ 73,025,475	0.933		\$ 73,128,257		678	0.897	\$ 72,821,572			\$ 73,113,974
GRAND TOTALS:		\$ 167,130,823	0.857		\$ 167,385,083		636	0.818	\$ 166,823,035			\$ 167,344,577

*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 12/31/2015

Investment #25934 - FNMA - Callable quarterly.
Investment #25942 - FFCB - Callable anytime.
Investment #26223 - FHLMC - Callable on 4/27/2017 Only.
Investment #26224 - FHLMC - Callable on 4/29/2016 Only.
Investment #26259 - FHLMC - Callable quarterly.
Investment #26270 - FFCB - Callable 1/22/16, then anytime.
Investment #26271 - FHLMC - Callable quarterly.
Investment #26272 - FFCB - Callable 1/29/16, then anytime.
Investment #26281 - FHLMC - Callable 3/28/16, then anytime.



Northern California Power Agency
Treasurer's Report
12/31/2015

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 Mt	USBT	873,000	0.250	06/02/2015	870,824	05/26/2016	146	0.253	871,542	313396XH1	26226	872,115
Fund Total and Average		\$ 873,000	0.250		\$ 870,824		146	0.254	\$ 871,542			\$ 872,115

Geothermal Debt Service

Federal Home Loan Mt	USBT	242,000	0.490	12/28/2015	241,391	06/30/2016	181	0.498	241,439	313396YU1	26284	241,404
Fund Total and Average		\$ 242,000	0.490		\$ 241,391		181	0.498	\$ 241,439			\$ 241,404

Geo 2012A Debt Service

Federal Home Loan Mt	USBT	262,000	0.490	12/28/2015	261,340	06/30/2016	181	0.498	261,392	313396YU1	26285	261,355
Fund Total and Average		\$ 262,000	0.490		\$ 261,340		181	0.498	\$ 261,392			\$ 261,355

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70032	70032	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70063	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.000	08/31/2015	1,500,000	02/26/2018	787	1.000	1,500,540	3134G7UW9	26249	1,500,000
Fund Total and Average		\$ 1,500,000	1.000		\$ 1,500,000		787	1.000	\$ 1,500,540			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	2,651,648	0.319	07/01/2013	2,651,648		1	0.319	2,651,648	SYS70027	70027	2,651,648
Union Bank of Calif	UBOC	2,703	0.002	07/01/2013	2,703		1	0.002	2,703	SYS70034	70034	2,703
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70059	70059	0
Federal National Mtg	UBOC	4,128,000	0.625	01/24/2014	4,129,569	08/26/2016	238	0.635	4,128,206	3135G0YE7	26084	4,128,396
Federal Home Loan Mt	UBOC	865,000	0.625	12/20/2012	865,000	12/05/2016	339	0.624	862,336	3134G3Z37	25946	865,000
Federal Farm Credit	UBOC	5,488,000	1.900	08/28/2015	5,498,976	08/24/2020	1,697	1.857	5,485,640	3133EFAR8	26247	5,498,224
Fund Total and Average		\$ 13,135,351	1.096		\$ 13,147,896		807	1.082	\$ 13,130,533			\$ 13,145,971

GEO Debt Service Reserve Acct

Federal Home Loan Mt	USBT	1,109,000	1.750	06/02/2015	1,125,979	05/30/2019	1,245	1.354	1,117,318	3137EADG1	26228	1,123,511
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	1,370	1.530	2,480,721	3137EADM8	26197	2,489,563



GEO Debt Service Reserve 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
	Fund Total and Average	\$ 3,624,000	1.405		\$ 3,609,818		1331	1.476	\$ 3,598,039			\$ 3,613,074

Geo 2012A DSR Account

Federal Home Loan Ba	USB	1,500,000	1.750	09/29/2015	1,500,000	09/29/2020	1,733	1.750	1,483,425	3130A6HQ3	26261	1,500,000
	Fund Total and Average	\$ 1,500,000	1.750		\$ 1,500,000		1733	1.750	\$ 1,483,425			\$ 1,500,000
	GRAND TOTALS:	\$ 21,136,351	1.139		\$ 21,131,269		919	1.143	\$ 21,086,910.			\$ 21,133,919

*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 12/31/2015

Investment #26247 - FHLB - Callable 8/24/16, then any time
Investment #26249 - FHLMC - Callable 2/26/16 only
Investment #26261 - FHLB - Callable 12/29/15, then any time



Northern California Power Agency
Treasurer's Report
12/31/2015

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	1,852,488	0.319	07/01/2013	1,852,488		1	0.319	1,852,488	SYS70028	70028	1,852,488
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70052	70052	0
Federal Home Loan Ba	UBOC	3,575,000	1.100	12/29/2015	3,575,000	12/29/2017	728	1.100	3,569,316	3130A8UA3	26283	3,575,000
Federal Home Loan Ba	UBOC	5,320,000	1.350	12/29/2015	5,320,000	06/29/2018	910	1.350	5,315,957	3130A8XM4	26282	5,320,000
Federal Home Loan Mt	UBOC	3,222,000	1.300	08/28/2015	3,224,255	08/27/2018	969	1.276	3,210,272	3134G7SN2	26245	3,223,998
Fund Total and Average		\$ 13,969,488	1.138		\$ 13,971,743		757	1.132	\$ 13,948,033			\$ 13,971,486

Hydro Initial Facilities

Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	1,061	1.450	1,540,131	3135GOYT4	26189	1,536,520
Federal Farm Credit	USBT	2,391,000	1.520	01/28/2015	2,391,000	01/28/2019	1,123	1.520	2,384,640	3133EELW8	26193	2,391,000
Fund Total and Average		\$ 3,920,000	1.561		\$ 3,930,244		1099	1.493	\$ 3,924,771			\$ 3,927,520

Hydro Debt Service

Federal Home Loan Mt	USBT	1,590,000	0.490	12/29/2015	1,585,996	06/30/2016	181	0.498	1,586,311	313396YU1	26286	1,586,093
Fund Total and Average		\$ 1,590,000	0.490		\$ 1,585,996		181	0.498	\$ 1,586,311			\$ 1,586,093

Hydro Debt Service Resrv 2010A

Federal Farm Credit	USB	5,528,000	1.750	08/29/2015	5,546,187	08/04/2020	1,677	1.680	5,494,113	3133EE5Z9	26243	5,544,928
Fund Total and Average		\$ 5,528,000	1.750		\$ 5,546,187		1677	1.680	\$ 5,494,113			\$ 5,544,928

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	651,000	1.000	02/09/2012	649,392	03/08/2017	432	1.050	651,540	3137EADC0	25853	650,625
Fund Total and Average		\$ 651,000	1.000		\$ 649,392		432	1.050	\$ 651,540			\$ 650,625

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70033	70033	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70064	70064	0
Federal Home Loan Mt	UBOC	1,500,000	1.000	08/31/2015	1,500,000	02/26/2018	787	1.000	1,500,540	3134G7UW9	26250	1,500,000



Northern California Power Agency
Treasurer's Report
12/31/2015

Hydro Special 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
	Fund Total and Average	\$ 1,500,000	1.000		\$ 1,500,000		787	1.000	\$ 1,500,540			\$ 1,500,000
Hydro 2012 DSRA												
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	1,677	1.680	99,387	3133EE5Z9	26244	100,306
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	2,204	2.380	3,982,560	3137EADB2	25852	3,926,926
	Fund Total and Average	\$ 4,028,000	2.359		\$ 4,026,561		2191	2.363	\$ 4,081,947			\$ 4,027,232
	GRAND TOTALS:	\$ 31,186,488	1.415		\$ 31,210,123		1114	1.393	\$ 31,187,255.			\$ 31,207,874

*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 12/31/2015

Investment #26193 - FFCB - Callable 1/28/16, then anytime.
Investment # 26245 - FHLMC - Callable Quarterly.
Investment # 26250 - FHLMC - Callable on 2/26/16 Only.
Investment #26282 - FHLB - Callable 6/29/16, then anytime.
Investment #26283 - FHLB - Callable quarterly.



Northern California Power Agency
Treasurer's Report
12/31/2015

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	472,000	0.100	09/29/2015	471,843	01/27/2016	26	0.101	471,953	313384SH3	26254	471,966
Federal Home Loan Ba	USBT	472,000	0.119	12/01/2015	471,909	01/28/2016	27	0.121	471,953	313384SJ9	26277	471,958
Federal Home Loan Ba	USBT	472,000	0.230	12/24/2015	471,891	01/29/2016	28	0.233	471,953	313384SK6	26287	471,916
Federal National Mtg	USBT	618,000	0.234	08/28/2015	617,379	01/29/2016	28	0.238	617,938	313588SK2	26238	617,887
Federal Home Loan Ba	USBT	473,000	0.095	10/23/2015	472,874	02/01/2016	31	0.096	472,910	313384SNO	26265	472,961
Fund Total and Average		\$ 2,507,000	0.161		\$ 2,505,896		28	0.163	\$ 2,506,707			\$ 2,506,688

Cap. Fac. Debt Svc Reserve

Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	2,204	2.340	1,463,043	3137EADB2	25845	1,445,695
Fund Total and Average		\$ 1,443,000	2.375		\$ 1,447,430		2204	2.340	\$ 1,463,043			\$ 1,445,695
GRAND TOTALS:		\$ 3,950,000	0.971		\$ 3,953,326		824	0.959	\$ 3,969,750.			\$ 3,952,383

*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 12/31/2015



Northern California Power Agency
Treasurer's Report

12/31/2015

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		71,066	0.319	07/01/2013	71,066		1	0.319	71,066	SYS70046	70046	71,066
Fund Total and Average		\$ 71,066	0.319		\$ 71,066		1	0.319	\$ 71,066			\$ 71,066

LEC Construction Revolving

Local Agency Investm		1	0.254	07/01/2013		1	1	0.254		1	SYS70040	70040	1
Fund Total and Average													
	\$	1	0.254		\$	1	1	0.254	\$	1		\$	1

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	508	0.100	07/01/2013	508		1	0.100	508	SYS79003	79003	508
Federal Home Loan Ba	USBT	695,000	0.520	12/24/2015	693,474	05/24/2016	144	0.528	693,853	313384XF1	26288	693,554
Federal Home Loan Ba	USBT	2,560,000	0.240	12/02/2015	2,555,979	05/27/2016	147	0.243	2,555,699	313384XJ3	26278	2,557,491
Fund Total and Average		\$ 3,255,508	0.300		\$ 3,250,961		146	0.304	\$ 3,250,060			\$ 3,251,553

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	413	0.100	07/01/2013	413		1	0.100	413	SYS79004	79004	413
Federal Home Loan Ba	USBT	811,000	0.520	12/24/2015	809,219	05/24/2016	144	0.528	809,662	313384XF1	26289	809,313
Fund Total and Average		\$ 811,413	0.520		\$ 809,632		144	0.528	\$ 810,075			\$ 809,726

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	76	0.100	07/01/2013	76		1	0.100	76	SYS79011	79011	76
Federal Home Loan Ba	USBT	436,000	0.519	12/24/2015	435,043	05/24/2016	144	0.528	435,281	313384XF1	26290	435,093
Federal Home Loan Ba	USBT	2,188,000	0.240	12/02/2015	2,185,418	05/27/2016	147	0.243	2,184,324	313384XJ3	26279	2,185,856
Fund Total and Average		\$ 2,624,076	0.286		\$ 2,620,537		146	0.291	\$ 2,619,681			\$ 2,621,025

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	40,814	0.100	07/01/2013	40,814		1	0.100	40,814	SYS79012	79012	40,814
Federal Home Loan Ba	USBT	349,000	0.520	12/24/2015	348,234	05/24/2016	144	0.528	348,424	313384XF1	26291	348,274
Fund Total and Average		\$ 389,814	0.476		\$ 389,048		129	0.483	\$ 389,238			\$ 389,088



Northern California Power Agency
Treasurer's Report
12/31/2015

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
LEC Issue #1 2010 DSR Fund												
US Bank Trust	USB	58,508	0.100	07/01/2013	58,508		1	0.100	58,508	SYS79005	79005	58,508
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	605	0.977	4,155,780	3135GOMZ3	26136	4,171,002
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,620	1.850	4,239,286	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,515,508	1.360		\$ 8,517,468		1112	1.411	\$ 8,453,574			\$ 8,516,510

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,313	0.100	07/01/2013	2,261,313		1	0.100	2,261,313	SYS79006	79006	2,261,313
Fund Total and Average		\$ 2,261,313	0.100		\$ 2,261,313		1	0.100	\$ 2,261,313			\$ 2,261,313

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,614	0.100	07/01/2013	1,086,614		1	0.100	1,086,614	SYS79013	79013	1,086,614
Fund Total and Average		\$ 1,086,614	0.100		\$ 1,086,614		1	0.100	\$ 1,086,614			\$ 1,086,614

LEC O & M Reserve

Local Agency Investm		2,305,201	0.319	07/01/2013	2,305,201		1	0.319	2,305,201	SYS70047	70047	2,305,201
Union Bank of Calif	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	1,145	1.220	2,972,361	3135G0ZA4	26248	2,991,737
Federal Farm Credit	UBOC	6,000,000	1.740	09/30/2015	6,000,000	09/30/2020	1,734	1.740	5,919,840	3133EFFZ5	26260	6,000,000
Fund Total and Average		\$ 11,238,201	1.486		\$ 11,303,343		1224	1.312	\$ 11,197,402			\$ 11,296,938
GRAND TOTALS:		\$ 30,253,514	1.025		\$ 30,309,983		803	0.976	\$ 30,139,024			\$ 30,303,834

*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 12/31/2015

Investment # 26230 - FFCB - Callable on 6/8/16, then any time.
Investment # 26260 - FFCB - Callable on 3/30/16, then any time.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 14

Date: January 21, 2016
To: NCPA Commission
Subject: Sale or Disposal of Surplus Property

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 following disposal or destruction is hereby reported:

<u>Property Description</u>	<u>Quantity</u>	<u>*Method of Disposal</u>	<u>Net Proceeds From Sale</u>	
CVPH Alcad Battery chargers	4	P	\$	1,199.00
Ewaste		S		0.00
Scrap metal/miscellaneous		S		56.00
Kettle boiler	1	S		0.00
		Total	\$	1,255.00

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

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachment

* Note: Public Sale (PS); Private Sale (P), Disposal – Net Scrap Value (S)

SR: 106:16



Date: 8/4/15

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.	2	ea CVPH Alcad 125VDC battery chargers	Good	\$500	\$1000		Murphys
2.	2	ea CVPH Alcad 48VDC battery chargers	Good	\$500	\$1000		Murphys
3.							
4.							
5.							
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Hydro replaced their Collierville Alcad battery chargers with digital chargers. The chargers that were removed are in good condition. Hydro proposes to sell these items via a negotiated sale as these are speciality items.

PREPARED BY: Tracy Kves APPROVED BY: <i>[Signature]</i> 8/11/15 ORG. CODE: AUTHORIZATION: <i>[Signature]</i> (ASST. GEN. MANAGER) TO PROCEED: <i>[Signature]</i> DATE: 8/10/15 (GENERAL MANAGER)	RECOMMENDED DISPOSITION: NEGOTIATED (Private) SALE <u>XX</u> PUBLIC SALE: <u>SEALED BIDS</u> AUCTION DISPOSAL: <u>SCRAP/RECYCLE VALUE</u> NO VALUE - TRASH/JUNK DISPOSITION JUSTIFICATION: Specialty items in good working condition replaced by newer digital equipment.
--	---

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: December 2015

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
				UNIT	TOTAL		
1.		E-Waste	S				CTs/LEC
2.		Scrap Metal/Miscellaneous Obsolete Parts	S				CTs/LEC
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: E-waste and scrap metal/parts

RECOMMENDED DISPOSITION: SCRAP

PREPARED BY: Melissa Pinpot / Mike DeBortoli *Michael DeBortoli*
ORG. *12/3/15* CODE:
APPROVED BY: *[Signature]* ASST. GEN. MANAGER
AUTHORIZATION *[Signature]* DATE: *12/4/15*
TO PROCEED: *[Signature]* (GENERAL MANAGER)

PUBLIC SALE PRIVATE SALE
☒ DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 11/20/14

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

JUSTIFICATION FOR EXCESS/DISPOSAL: Kettle boiler was replaced; this is the old used one and is scrap. Also have scrap metal to discard of.

RECOMMENDED DISPOSITION: Scrap

PREPARED BY: Melissa Philpot/Mike DeBortoli *Michael DeBortoli*

ORG: *Ken* CODE: _____

APPROVED BY: *[Signature]* (ASST. GEN. MANAGER)

AUTHORIZATION

TO PROCEED: *[Signature]* (GENERAL MANAGER)

DATE: 11/20/14

PUBLIC SALE _____ PRIVATE SALE _____
X DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO: 15

Date: January 21, 2016
To: NCPA Commission
Subject: NCPA Major Insurance Renewals Update

Background

The Agency utilizes the insurance brokerage services of Marsh, Inc., San Francisco, California to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed prior to the renewal date and remarketed as required to qualified (A.M. Best rating of at least A-) insurers experienced in underwriting the applicable insurance risk.

As of November 19, 2015, Marsh successfully negotiated and secured property and liability coverages for both NCPA and Lodi Energy Center (LEC). With added coverages of terrorism in both the property liability insurance programs and increased liability policy limits, the cost for the entire insurance program including all policies is \$2,617,602, as compared to \$2,750,239 for last year. This is a decrease of \$132,637 or 4.82%. It is \$740,501 less than approved FY 2016 budget of \$3,358,103, a saving of 22.05%. The decrease in the overall cost of both the property and liability coverages, allowed the opportunity to purchase additional coverage while remaining within the approved FY 2016 budget.

Some highlights on the major changes include:

- Both NCPA and LEC's property insurance programs include terrorism coverage for 2016 renewal; terrorism coverage has always been rejected in the past.
- Excess liability policy limit has been increased to \$80 million, compared to \$35 million policy limit in the past. This is to address increased concern about liability exposure arising from a wildfire or other perils.
- Property premium rates are down 20% for the NCPA insurance program (composite) and down almost 15% for the LEC program.

See attached summary tables for details on changes in coverages and premiums.

Fiscal Impact

To-date, insurance renewals have been accomplished within the Insurance Program budget. The program saving over FY 2016 approved budget is \$740,501 or 22.05%.

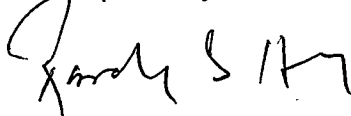
Environmental Analysis

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

Recommendation

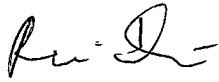
Accept and file this report and attached Insurance Summaries detailing the status of insurance coverage being maintained by the Agency.

Respectfully submitted,



Randy S. Howard
General Manager

Prepared by:



RUI DAI
Risk Manager

Concurs With:



DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Attachment

- Summary table

	NCPA			LEC			TOTAL		
	2015 Expiring	2016 Renewal	% Change	2015 Expiring	2016 Renewal	% Change	2015 Expiring	2016 Renewal	% Change
Property Damage									
Property Damage & Terrorism	\$ 1,121,213	\$ 1,077,366	-3.91%	\$ 544,000	\$ 504,681	-7.23%	\$ 1,665,213	\$ 1,582,047	
Time Element	645,994	349,277	-45.93%	Not Purchased	Not Purchased		645,994	349,277	
Taxes/Fees	26,634	28,276		8,867	8,906		35,501	37,182	
Premium Total	<u>\$ 1,793,841</u>	<u>\$ 1,454,919</u>	-18.89%	<u>\$ 552,867</u>	<u>\$ 513,587</u>	-7.10%	<u>\$ 2,346,708</u>	<u>\$ 1,968,506</u>	-16.12%
Casualty									
\$35mm Excess Liability	\$ 297,835	\$ 299,867		\$ 93,183	\$ 89,792	-3.64%	\$ 391,018	\$ 389,659	
Additional \$45 Liability	N/A	226,811		Not Purchased	Not Purchased			226,811	
Terrorism	N/A	10,636		Not Purchased	1,863			12,499	
Taxes/Fees	9,531	17,194		2,982	2,933		12,513	20,127	
Premium Total	<u>\$ 307,366</u>	<u>\$ 554,508</u>	80.41%	<u>\$ 96,165</u>	<u>\$ 94,588</u>	-1.64%	<u>\$ 403,531</u>	<u>\$ 649,096</u>	
Grand Total	<u>\$ 2,101,207</u>	<u>\$ 2,009,427</u>	-4.37%	<u>\$ 649,032</u>	<u>\$ 608,175</u>	-6.30%	<u>\$ 2,750,239</u>	<u>\$ 2,617,602</u>	-4.82%



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 16

Date: January 11, 2016
To: NCPA Commission
Subject: Geothermal Turbine Overhaul of Plant 2, Unit 4; **Applicable to the following project: Geothermal Plant 2, Unit 4**

Proposal

Authorize the NCPA General Manager to execute agreements and purchase orders for maintenance work related to the Geothermal Plant 2, Unit 4 Turbine Overhaul, for a total cost not to exceed \$1,871,000; and report back to the Commission upon completion of the project.

Background

The GEO has a six year overhaul schedule for each of its power plants; Plant 2, Unit 4 is due in the spring of 2016. During the overhaul, the GEO team will be completing preventative maintenance work on all of the primary pumps, motors, and ancillary equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform the overhaul.

Listed below is a summary of the work to be performed as a part of the Unit 4 overhaul:

1. Overhaul of the main steam turbine and generator
2. Overhaul of the electrical breakers
3. Upgrade of the T-3000 Control System by Siemens (previously approved by the Commission)
4. Installation of a new Partial Discharge Analyzer on the generation to monitor the condition of the generator while in service
5. Inspection of the unit relays
6. Overhaul of the large pumps and motors
7. Modification to the gas removal piping to prevent tripping of the unit in the event of a vacuum pump trip
8. Modification to the treated Stretford gas piping in the cooling tower to reduce chemical usage in the cooling tower
9. Cleaning of the condenser tubes and Cooling Tower
10. All required WECC and NERC testing

Selection Process

All of the work associated with the overhaul will be solicited and awarded by the General Manager in accordance with NCPA procurement policies and procedures.

SR: 100:16

This process has already begun. A formal Request for Proposals (RFP) to select the turbine and generator overhaul contractor for this project was issued on December 8, 2015, Bid No. GEO320. The RFP was dispatched to qualified contractors having the requisite experience to properly complete the work. NCPA received bids from two vendors in response to the RFP as follows:

Ethos Energy Field Services, LLC	\$694,928.00
Stephens Mechanical	\$861,269.00

Staff recommends that the General Manager award the bid to Ethos Energy Field Services, LLC based on the cost of the bid along with their extensive experience working in the Geysers and other NCPA facilities. Staff is in the process of soliciting bids for the rest of the work associated with the overhaul project. The remainder of the work will also be awarded by the General Manager as the project proceeds.

Fiscal Impact

The budgetary estimates of the cost to complete the overhaul of Plant 2, Unit 4 are categorized as follows:

Overhaul Work	Anticipated Cost
Overhaul of the main steam turbine and generator(with 30% contingency)	\$900,000
Overhaul of the electrical breakers	\$75,000
Upgrade of the T-3000 Control System by Siemens (previously approved by the Commission)	\$406,000
Installation of a new Partial Discharge Analyzer on the generation to monitor the condition of the generator while in service	\$20,000
Inspection of the unit relays	\$20,000
Overhaul of the large pumps and motors	\$165,000
Modification to the gas removal piping to prevent tripping of the unit in the event of a vacuum pump trip	\$100,000
Modification to the treated Stretford gas piping in the cooling tower to reduce chemical usage in the cooling tower	\$75,000
Cleaning of the condenser tubes and Cooling Tower	\$90,000
All required WECC and NERC testing	\$20,000
Total Cost	\$1,871,000

NCPA has \$2,050,000 of pre-collected funds in the Maintenance Reserve to do the Plant 2, Unit 4 overhaul and associated projects (Account # 265-023-000-634-044-000).

Environmental Analysis

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Lake County.

SR: 100:16

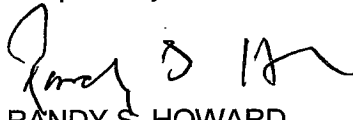
Committee Review

The recommendation below was reviewed by the Facilities on January 6, 2016 and was recommended for Commission approval.

Recommendation

Staff recommends that the NCPA Commission approve Resolution 16-01 authorizing the General Manager or his designee to award bids and execute agreements and purchase orders for work related to the Geothermal Plant 2, Unit 4 Turbine Overhaul, for a total cost not to exceed \$1,871,000, and report back to the Commission upon completion of the project.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



KEN SPEER
Assistant General Manager

Attachments: (1)

- Resolution

RESOLUTION 16-01

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GEOTHERMAL PLANT 2, UNIT 4 TURBINE OVERHAUL MAINTENANCE PROJECT AND AUTHORIZING THE GENERAL MANAGER TO AWARD BIDS AND EXECUTE CONTRACTS AND PURCHASE ORDERS FOR SUCH PROJECT AT A TOTAL COST OF NOT TO EXCEED \$1,871,000

(reference Staff Report #100:16)

WHEREAS, the Northern California Power Agency (NCPA) owns, operates, and maintains on behalf of participating members a Geothermal facility consisting of two power plants with containment areas and a steamfield (Geothermal Generating Project); and

WHEREAS, the power plants are on a six year overhaul maintenance schedule and Plant 2, Unit 4 of the Geothermal Generating Project is due for overhaul to perform preventative maintenance in the spring of 2016; and

WHEREAS, during the Plant 2 Unit 4 Turbine Overhaul Maintenance Project (Turbine Overhaul Maintenance Project) various contractors will be needed to perform overhaul of the main steam turbine and generator, electrical breakers, large pumps and motors, and to perform inspections, cleaning, testing, and ancillary work at an estimated cost not to exceed \$1,871,000; and

WHEREAS, NCPA has existing funds in the Maintenance Reserve account of the Geothermal Generating Project sufficient to pay for the Turbine Overhaul Maintenance Project; and

WHEREAS, the Commission desires to authorize the General Manager to solicit bids and award contracts in accordance with NCPA Purchasing Policies and Procedures to carry out the tasks which comprise the Turbine Overhaul Maintenance Project without further approval by the Commission, provided that the cumulative cost of such contracts and purchase orders shall not exceed the estimated cost as stated herein;

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency:

1. Finds that the Turbine Overhaul Maintenance Project is categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Lake County; and
2. Authorizes the NCPA General Manager or his designee to award bids and execute agreements and purchase orders, each in a form approved by the NCPA General Counsel, for work related to the Turbine Overhaul Maintenance Project in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cumulative cost not to exceed \$1,871,000; and report back to the Commission upon completion of the project.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2016, by the following vote on roll call:

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

CAROL GARCIA
CHAIRPERSON

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 17

Date: January 11, 2016
To: NCPA Commission
Subject: **KM Industrial, Inc. - Five Year Multi-Task General Services Agreement;
Applicable to the following projects: All NCPA locations, Members,
SCPPA, and SCPPA Members**

Proposal

Approve a five year Multi-Task General Services Agreement with KM Industrial, Inc. in the amount not to exceed \$500,000 for labor, equipment, and materials to perform various specialized high pressure cleaning of industrial equipment at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members.

Background

The NCPA Geothermal facility presently has in place with KM Industrial, Inc. a three year Multi-Task agreement which will expire on January 29, 2016. Over the last three years, KM Industrial, Inc. has been the winning bidder on various tasks at the GEO including, but not limited to: Cooling Tower Basin Cleaning, Mercury filter carbon bed flips, Sedimentation Bed cleaning, Condenser Tube shooting and Stretford cleanings. Staff desires to enter into an enabling agreement for use at all locations.

Selection Process

This five year enabling agreement does not commit NCPA to any expenditure of funds. When work is required NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has entered into enabling agreements with MP Environmental, Gifford's Backhoe, Hugs Painting, and Northern Industrial Construction for similar services. NCPA will seek bids from as many qualified contractors 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 work is required.

Fiscal Impact

Total cost of the agreement will not exceed \$500,000 over the five year term to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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 below was reviewed by the Facilities on January 6, 2016 and was recommended for Commission approval.

The agreement was reviewed by the Lodi Energy Center Participant Committee on January 11, 2016 and was approved

Recommendation

Staff recommends that the NCPA Commission approve Resolution 16-02 authorizing the General Manager or his designee to enter into a five year Multi-Task General Services Agreement with KM Industrial Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, with a not to exceed amount of \$500,000 for services as needed at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



KEN SPEER
Assistant General Manager

Attachments: (2)

- Resolution
- Multi-Task General Services Agreement with KM Industrial, Inc.

RESOLUTION 16-02

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH KM INDUSTRIAL, INC. (reference Staff Report #101:16)

WHEREAS, the Northern California Power Agency (NCPA) utilizes vendors to perform various specialized high pressure cleaning of industrial equipment for the operation of its plant facilities, including but not limited to basin cleaning, condenser tube shooting and mercury tank work; and

WHEREAS, NCPA members, the Southern California Public Power Authority (SCPPA), and/or SCPPA members also utilize vendors to perform specialized high pressure cleaning services; and

WHEREAS, KM Industrial, Inc. is a provider of those services; and

WHEREAS, on January 11, 2016, the LEC Project Participant Committee approved the agreement with KM Industrial, Inc. in an amount not to exceed \$500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a five year Multi-Task General Services Agreement with KM Industrial, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, with a not to exceed amount of \$500,000 for services as needed at any facilities owned and/or operated by NCPA, by its members, by SCPPA, or by SCPPA members.

PASSED, ADOPTED and APPROVED this ____ day of _____ 2016, by the following vote on roll call:

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and KM Industrial, Inc., a corporation, with its office located at 2375 West Esther Street, Long Beach, CA 90813 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2016 ("Effective Date") in Roseville, California.

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

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

the Requested Work, begins to perform the Requested Work or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** Five Hundred Thousand and No/100 dollars (\$500,000) 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

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

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

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

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

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

- 4.2.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 **Professional Liability Insurance.** Intentionally omitted.
- 4.4 **All Policies Requirements.**
- 4.4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.4.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.4.3 **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.
- 4.4.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees,

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to 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.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1** Immediately terminate the Agreement;

- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, 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. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, 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 to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

13.6 **Conflict of Interest.** Contractor 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 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:

Mary Jo (MJ) Olsson
KM Industrial, Inc.
2375 West Esther Street
Long Beach, CA 90813

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 **Integration; Incorporation.** This Agreement, including 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, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits 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. If requested by Agency, such Member will sign the "Acknowledgement of Agreement", attached hereto as Exhibit F and incorporated herein, prior to the Contractor performing Work under the Purchase Order.

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

NORTHERN CALIFORNIA POWER AGENCY

KM INDUSTRIAL, INC.

Date _____

Date _____

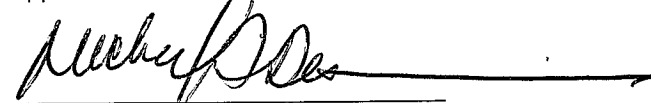
RANDY S. HOWARD, GENERAL MANAGER

MARY JO (MJ) OLSSON, SENIOR VICE
PRESIDENT - WEST COAST OPERATIONS

Attest:

Assistant Secretary of the Commission

Approved as to Form:



General Counsel

2553025.1

EXHIBIT A

SCOPE OF WORK

As requested by NCPA, Contractor to provide labor, equipment and materials to perform specialized high pressure cleaning of industrial equipment at any facilities owned and/or operated by NCPA, by its members, by the Southern California Public Power Authority (SCPPA"), or by SCPPA members.

As requested by NCPA, Contractor to provide labor for outages and general maintenance work at any facilities owned and/or operated by NCPA, by its members, by the Southern California Public Power Authority (SCPPA"), or by SCPPA members.

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:

Rates provided in this contract are effective from 1/1/2016 thru 12/31/2017. Effective 1/1/2018 and for each year thereafter, the hourly rates as provided for labor shall be adjusted by the percent of change, if any, of the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the U.S. Department of Labor for Solano County, provided however, that any such change in the CPI shall not be less than the year prior.

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

KM INDUSTRIAL, INC.
TIME & MATERIAL RATES
NORTHERN CALIFORNIA
NCPA Prevailing wage 2016
Terms & Conditions

STRAIGHT TIME: MONDAY THROUGH FRIDAY FOR THE FIRST EIGHT HOURS.

OVER TIME: MONDAY THROUGH FRIDAY FROM 8 TO 12 HOURS WORKED. ALL DAY SATURDAY.

PREMIUM TIME: MONDAY THROUGH SATURDAY AFTER THE FIRST 12 HOURS WORKED.
ALL DAY SUNDAY. THE FOLLOWING HOLIDAYS:

NEW YEARS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

- * There is a 4 hour job site minimum.
- * Per diem is \$120.00 per man per day.
- * All rates are portal to portal.
- * Payment terms are net 30 days.
- * All disposal will be at cost plus 20%.
- * All third party charges will be billed at a cost plus 20%.
- * All hydro-blast and vacuum equipment comes with 100 feet of hose.
- * Daily and shift rates are to be considered 8 hours.

KM INDUSTRIAL, INC. - LABOR RATES
TIME & MATERIAL RATES
NORTHERN CALIFORNIA
NCPA Prevailing wage 2016

EQUIPMENT OPERATOR	STRAIGHT TIME	\$99.79	PER HOUR
	OVER TIME	\$122.24	PER HOUR
	DOUBLE TIME	\$144.67	PER HOUR
40-HOUR TRAINED TECH	STRAIGHT TIME	\$90.48	PER HOUR
	OVER TIME	\$112.51	PER HOUR
	DOUBLE TIME	\$134.54	PER HOUR
FOREMAN	STRAIGHT TIME	\$99.79	PER HOUR
	OVER TIME	\$122.24	PER HOUR
	DOUBLE TIME	\$144.67	PER HOUR
SUPERVISOR	STRAIGHT TIME	\$103.42	PER HOUR
	OVER TIME	\$127.41	PER HOUR
	DOUBLE TIME	\$151.39	PER HOUR
PROJECT MANAGER	STRAIGHT TIME	\$121.58	PER HOUR
	OVER TIME	\$153.25	PER HOUR
	DOUBLE TIME	\$184.91	PER HOUR
SAFETY COORDINATOR	STRAIGHT TIME	\$113.23	PER HOUR
	OVER TIME	\$136.73	PER HOUR
	DOUBLE TIME	\$160.24	PER HOUR

KM INDUSTRIAL, INC. - EQUIPMENT RATES
TIME & MATERIAL RATES
NORTHERN CALIFORNIA
NCPA Prevailing wage 2016

Hydroblast Equipment	2016 - 2021	
Hydroblaster 10,000 psi 34 gpm (10-200)	\$69.11	per hour
Hydroblaster 6,000 - 10,000 psi 52-93 gpm (10-250)	\$104.31	per hour
UHP Blaster 20,000 psi @ 12 to 20 gpm	\$135.60	per hour
UHP Blaster 36,000 psi @ 2.8 gpm	\$156.46	per hour
UHP Blaster 40,000 psi @ 6 gpm	\$200.79	per hour
UHP Surface Cleaning Tool (Rotating Shotgun)	\$93.88	per hour
UHP Abrasive Cutting Head W/ Feed Hopper	\$143.42	per hour
UHP Tube Side Unit (Spinning Whip Tip)	\$37.49	per hour
Hydro Tracking System	\$33.90	per hour
Abrasive Garnet for Cutting Head	\$2.16	per Lb.
Note: All Hydroblast Units come with 1- Hand Gun, 2- 50' lengths of High Pressure Hose and 100' of Water Supply Hose		
Hydroblast Systems		
Hydrostatic Testing System	\$22.81	per hour
Automated OD Cleaner (cleans 2 OD's)	\$169.50	per hour
Automated ID Cleaning (5 lance)	\$78.23	per hour
Hurricane 3D Cleaning Head	\$32.60	per hour
10K Spinning Nozzle (Turbo)	\$18.25	per hour
Hydroblast Accessories		
1/4" to 3/8" Interior Cleaning Equipment - per lance (flex)	\$19.56	per hour
Wet Garnet Blast Injection Unit	\$26.08	per hour
Shot Gun	\$20.86	per hour
MGV Valve for double gun operation	\$97.79	per hour
2-D Sugino Cleaning Head	\$32.60	per hour
3-D Sugino Cleaning Head	\$45.64	per hour
Spin Jet - 10,000 psi	\$47.66	per hour
Spin Jet - 20,000 psi	\$71.72	per hour
10K Rotary Nozzle (RJV)	\$19.56	per hour
20K Rotary Nozzle	\$32.60	per hour
30K Rotary Nozzle	\$45.64	per hour
Rotating Shell Cleaning Head (BJV)	\$39.11	per hour
Non-Rotating Pipe Cleaning Head (Sputnik)	\$13.30	per hour
Air Compressor		
185 cfm	\$39.11	per hour

375 cfm	\$48.25	per hour
825 cfm	\$59.98	per hour
<u>Blowers and Movers</u>		
Coppus CP 20 Blower	\$116.50	per shift
Land 12" Venturi	\$17.86	per shift
Land 9" Venturi	\$13.69	per shift
<u>Unoperated Vacuum Equipment</u>		
King Vac	\$136.91	per hour
Guzzler/Supersucker (27in. Vac)	\$123.87	per hour
Vacuum Truck 70 bbl	\$59.98	per hour
Vacuum Truck 120 bbl	\$73.01	per hour
Roll-Off Truck (Bobtail)	\$53.46	per hour
Roll-Off Bins (20 yd. Open-top)	\$22.81	per day
Vacuum Bins	\$68.45	per day
Vec Loader	\$74.32	per hour
Reach	\$78.23	per hour
Ramps	\$282.21	per shift
<u>Breathing Air and Other Respiratory Systems</u>		
Thirty (30) Minute Pressure Demand,		
Self Contained Breathing Air Pack (escape pack)	\$78.23	per shift
Pressure Demand Mask with Egress System		
Safety Line & Harness, continuous flow air Line Masks w/hose (1-4)	\$443.30	per shift
Additional Masks (5 or more)	\$32.60	ea./per shift
Resuscitator/Inhaler	\$19.38	per shift
Full Face Respirator Mask w/Chemical		
Cartridge for medium toxic atmosphere	\$56.85	per shift
Additional Cartridge	\$23.47	per set
Half Face Respirator	\$32.27	per shift
Disposable for Light Toxic Atmosphere	\$16.96	per set
Breathing Air Cylinders - 235 cubic feet	\$29.99	per bottle
Paper Dust+A119 Mask- 8710 Respirator (20 per box)	\$16.63	per box
Hepa Filter	\$18.58	per set
Air Purifier Cell	\$54.76	per shift
<u>Communication Equipment</u>		
2 - Way Radio	\$39.11	each
Sound Powered Phone	\$65.19	each
<u>Disposal Ensembles</u>		
Level B Protection for Light Corrosive Exposure	\$119.95	per man/per shift
Level C Protection for Light Corrosive Exposure	\$82.28	per man/per shift
Level D Protection	\$21.19	per man/per shift
Decontamination	\$130.38	per shift

Drums		
DOT Over-pack Recovery Drum	\$230.13	per drum
DOT 17E Close Top	\$66.30	per drum
DOT 17H Open Top	\$49.22	per drum
DOT 65 Gallon Plastic Drum	\$69.75	per drum
Acid Carboy	\$28.68	per drum
Hoses/Pipes		
1" x 50', Air, Wash, Fire	\$6.13	per shift
1-1/2" x 50' Air, Wash, Fire	\$7.56	per shift
2" x 20' Cam Lock Suction/discharge, vacuum	\$45.64	per shift
2" x 25' Suction/discharge, vacuum	\$18.25	per shift
3" x 20' Cam Lock Suction/discharge, vacuum	\$45.64	per shift
4" x 20' Cam Lock Suction/discharge, vacuum	\$58.68	per shift
6" x 10' Rubber Suction/discharge, vacuum	\$45.64	per shift
6" x 20' Rubber Suction/discharge, vacuum	\$58.68	per shift
2-1/2" x 50' Fire Hose	\$18.25	per shift
3" x 50' Water Transfer, vacuum	\$23.60	per shift
6" x 10' Stainless Steel Flanged	\$45.64	per shift
8" x 10' Stainless Steel Flanged	\$52.15	per shift
6" x 10' Rubber SS Hose	\$19.56	per shift
4" Disposable Plastic Hose (ADS)	\$208.61	per roll
6" Disposable Plastic Hose (ADS)	\$254.25	per roll
3/8" x 50' Chemical	\$7.17	per shift
1/2" x 50' Hydroblast	\$11.74	per shift
3/4" x 50' Wash, Air	\$4.56	per shift
3/4" x 50' Chemical, Hydroblast, Steam	\$14.21	per shift
1" x 25' Steam	\$9.13	per shift
4" Safety Tee	\$19.56	per shift
4" Safety Cage for Plastic Hose	\$19.56	per shift
6" Safety Tee	\$26.08	per shift
6" Safety Cage for Plastic Hose	\$26.08	per shift
1" x 25' Chemical Hose	\$13.04	per shift
2" x 25' Chemical Hose	\$20.01	per shift
3" x 25' Chemical Hose	\$39.11	per shift
4" x 12' Chemical Hose	\$35.85	per shift
4" x 25' Chemical Hose	\$71.72	per shift
6" x 12' Chemical Hose	\$42.38	per shift
6" x 25' Chemical Hose	\$84.75	per shift
8" x 10' Chemical Hose	\$84.75	per shift
1.5" x 50' Fire Water Hose	\$15.65	per shift
2.5" x 50' Fire Water Hose	\$15.65	per shift
3/4" x 50' Steam Hose	\$15.65	per shift
1" x 50' Steam Hose	\$15.65	per shift
3/4" x 50' Air Hose	\$15.65	per shift

<u>Jackhammers</u>		
Pneumatic - 30 lb.	\$44.33	per shift
Pneumatic - 90 lb.	\$57.37	per shift
Chipping Gun	\$38.79	per shift
<u>Ladders</u>		
6' Step Ladder	\$12.26	per shift
12' Folding Ladder	\$34.94	per shift
18' Extension Ladder	\$28.92	per shift
20' Extension Ladder	\$33.35	per shift
Rope/Chain Ladder or Boarding Ladder	\$45.64	per shift
<u>Lights</u>		
Air Driven Explosion Proof Lights	\$126.48	per shift
Vapor Proof 12' Drop Light	\$52.15	per shift
Vapor Proof 12' Volt Light	\$26.47	per shift
Stand Lights (dual)	\$78.23	per shift
Light Box w/extension cord	\$12.26	per shift
Replacement Quartz Bulb - 115 bulb	\$5.87	per shift
Extension Cord (0 rated)	\$11.09	per shift
Flashlights	\$11.29	per shift
<u>Materials</u>		
Duct Tape	\$5.87	per roll
Muslin Filter Bags	\$3.36	each
Plastic Bags - Large 55 gallon drum liners	\$2.74	each
Plastic Sheets (Polypropylene)	\$67.80	per roll
Quick Sorb (50 lb bags)	\$10.76	each
Rags - Wiping	\$2.00	per lb.
HS1000 Big Dog Soap/Degreaser	\$28.68	per gallon
Sand Bags - full	\$10.04	per bag
Sand Bag	\$3.65	each
Saw Dust	\$5.07	per bag
Visquene (Plastic) Roll 20" x 100', 5 MIL	\$100.23	per roll
<u>Miscellaneous Equipment</u>		
Hoe	\$7.82	per shift
Squeegee	\$7.82	per shift
Shovel	\$7.82	per shift
Wheelbarrows	\$15.65	per shift
Bucket		Cost + 15%
Rope		Cost + 15%
Scraper	\$7.82	per shift
Rakes	\$7.82	per shift

Miscellaneous Shop Equipment		
White Tyvek	\$13.69	each
Yellow Tyvek	\$44.98	each
Chemical Tyvek	\$65.19	each
Sigil Rain Gear	\$91.27	each
Rubber Gloves	\$5.41	pair
Leather Gloves	\$9.32	pair
Acid Gloves	\$17.73	pair
Acid Boots	\$69.75	pair
Pumps		
M-2 1" Wilden	\$45.64	per shift
M-4 1-1/2" Wilden	\$58.68	per shift
M-8 2" Wilden	\$58.68	per shift
M-15 3" Wilden	\$78.23	per shift
M-20 Wilden	\$195.57	per shift
1" x 1" Chemical Pump	\$70.41	per shift
2" x 2" Chemical Pump	\$89.97	per shift
3" x 3" Chemical Pump	\$161.67	per shift
1" Barrel	\$21.78	per shift
3" Submersible	\$64.54	per shift
2-1/2" Submersible	\$58.15	per shift
2" Double Diaphragm	\$49.41	per shift
1/2" Barrel	\$30.12	per shift
1/2" Gear	\$27.51	per shift
1" Gear	\$45.64	per shift
1-1/2" High Pressure Washing	\$13.82	per shift
6" Super Hydraulic Submersible (Thompson)	\$49.94	per shift
Hudson Sprayers	\$16.96	per shift
Polymer Pump	\$30.12	per shift
Metering Pump	\$45.64	per shift
3" x 4" Skid Pump	\$36.51	per hour
4" x 4" Skid Pump	\$44.00	per hour
4" x 6" Skid Pump	\$50.53	per hour
6" x 8" Skid Pump	\$64.54	per hour
Pump - Diesel		
3" x 2-1/2" Turbine Pump	\$26.64	per hour
3" x 3" Viking, Rotary Gear	\$27.06	per hour
4" x 3" Barnes, Centrifuge	\$27.06	per hour
5" x 4" Viking, Rotary Gear	\$26.64	per hour
6" x 6" Barnes Centrifugal, Self Priming	\$35.21	per hour
10" x 10" Barnes Centrifugal, Self Priming	\$45.83	per hour
Safety Equipment		
Safety Package "A"	\$78.23	each
Includes 2 tyvek, 2 pair gloves and 2 raingear each		

Safety Package "B"	\$52.15	each
Includes 1 tyvek, 1 pair gloves and 1 raingear each		
Safety Package "C"	\$32.60	each
Includes 1 tyvek, 1 pair gloves each		
Main Lift Tripod (top entry)	\$44.33	per shift
Main Lift A-Frame	\$91.27	per shift
Safety Harness with Lanyard	\$9.98	per shift
Fire Extinguisher (30lb)	\$9.98	per shift
Air Alert Horn	\$19.56	per shift
Orange Safety Vest	\$5.22	per shift
<u>Safety Equipment (Continued)</u>		
CO ₂ Monitor	\$71.72	per shift
Dragger Tubes	\$5.87	each
Tri-Meter	\$71.72	per shift
Hydroblast Turtle Skins	\$33.90	per shift
<u>Pressure Washers and Steam Cleaning Equipment</u>		
Steamer - 1.5 million BTU 1-4 Gun, 200" hose	\$58.68	per hour
Pressure Washer 1000-2000 PSI Hot or Cold (6gpm)	\$36.51	per hour
Pressure Washer 3000-4000 PSI Hot or Cold (30gpm)	\$52.15	per hour
Chemical Circulation - 1,000 gallon truck	\$84.75	per hour
Chemical Circulation Support Trailer	\$73.34	per hour
<u>Sewer Cleaning Equipment</u>		
Jetter 2000 psi 80 gpm	\$65.19	per hour
Camel (Jetter and Vacuum)	\$143.42	per hour
<u>Supply Trucks</u>		
Flat - Bed 2.5 ton	\$26.08	per hour
Gear Truck/Crew Cab	\$18.25	per hour
Passenger Van	\$22.17	per hour
<u>Vacuum Equipment Accessories</u>		
55 - Gallon Venturi Vacuum System	\$16.63	per hour
Drumloader	\$16.30	per hour
Replacement bags		
NOMEX	\$36.57	each
Dacron	\$16.63	each
Super Sacks		
Cyclone Airlock Drum Top Loader with Heppa Filters	\$58.68	per hour
6" x 10' Hard Pipe	\$35.85	per shift
Ramps	\$189.90	per shift
<u>Additional Equip. and or Materials</u>		
PerDiem	\$125.00	per man/overnight

See following "FUEL COST INDEX" for fuel charges.

KM INDUSTRIAL, INC.
Fuel Cost Index-Industrial Cleaning/Waste Division

HOURLY FUEL CHARGE CALCULATION TABLE					Diesel \$4.50
Fuel Price Index: Dated Index Calculation - Printout to Accompany Invoice					8 HOUR SHIFT FUEL CHARGE
EQUIPMENT	HOURLY FUEL CONSUMPTION (Gallons)	EQUIPMENT UTILIZATION FACTOR	HOURLY FUEL CONSUMPTION (Gallons)	OPERATED HOURS	
1.0 HYDROBLAST EQUIPMENT					
10,000 PSI / <25 GPM	6	75.00%	4.5		\$0.00
10,000 PSI / 25-75 GPM	8	75.00%	6		\$0.00
20,000 PSI / <6 GPM	6	75.00%	4.5		\$0.00
20,000 PSI / 10-20 GPM	8	75.00%	6		\$0.00
1.1 ULTRA HIGH PRESSURE (UHP) HYDROBLASTING					
36,000 - 40,000 PSI <10 GPM	6	75.00%	4.5		\$0.00
1.2 UHP Shell-side Cleaners					
Shell-side Unit - Remote Controlled	5	75.00%	3.75		\$0.00
2.0 VACUUM SERVICE					
70 BBL VACUUM TRUCK	8	75.00%	6		\$0.00
120 BBL VACUUM TRUCK - With Tractor	8	75.00%	6		\$0.00
Air Mover (28" Mercury) Vacuum	8	75.00%	6		\$0.00
Air Mover with Cyclone	8	75.00%	6		\$0.00
Air Mover Combo Sewer Cleaner	8	75.00%	6		\$0.00
3.1 Chemical Circulation Units includes tankage					
0-1000gpm	6	75.00%	4.5		\$0.00
1000-2000gpm	9	75.00%	6.75		\$0.00
3.2 Circulation Pumps					
0-500gpm	4	75.00%	3		\$0.00
0-1000gpm	6	75.00%	4.5		\$0.00
0-2000gpm	8	75.00%	6		\$0.00
3.5 Support Equipment					
1.5 MM BTU Steamer	15	75.00%	11.25		\$0.00
Pressure Washer	2	75.00%	1.5		\$0.00
5.0 TEMPORARY STORAGE TANKS					
Roll-off Truck 3 axle	6	75.00%	4.5		\$0.00
Roll-off Truck 5 axle with Double box trailer	6	75.00%	4.5		\$0.00
9.1 Miscellaneous					
Air Compressor (185 cfm)	3	75.00%	2.25		\$0.00
Air Compressor (375 cfm)	8	75.00%	6		\$0.00
10.0 OTHER EQUIPMENT					
		75.00%			
		75.00%			
Diesel Fuel Surcharge					\$0.00

NCPA FUEL COST INDEX

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

MAINTENANCE LABOR AGREEMENT ATTACHMENT

ATTACHMENT A AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT 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") 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 Sections 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 conditions 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 document, 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)

2252-012a

EXHIBIT F

Acknowledgement of Agreement

This Acknowledgement confirms the intent of _____, a _____ ("Member") to participate in and utilize the Multi-Task Agreement to which this Exhibit is attached, including all other Exhibits attached hereto, between the Northern California Power Agency ("Agency") and _____ ("Contractor") effective _____, 20__ ("Agreement"). Member has reviewed the terms and conditions of the Agreement in detail and agrees to abide by them. It is understood and agreed that payments for Services by Contractor provided to Member shall be paid by Agency and funded by Member to Agency pursuant to a Support Services Program Agreement between Agency and Member. All invoices for Services for Member shall be addressed to Agency.

Further, Member agrees and acknowledges that the terms, conditions, and applicable Exhibits set forth in the Agreement will apply between Member and Contractor.

MEMBER

By: _____

Printed: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 18

Date: January 11, 2016
To: NCPA Commission
Subject: **Pacific Star Chemical, LLC dba Northstar Chemical – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following projects: All Generation Services Plant Locations**

Proposal

Approve a five year Multi-Task Agreement for the Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical in an amount not-to-exceed \$1,500,000 for chemical purchases as needed at all NCPA locations and authorize the General Manager to approve the issuance of purchase orders for any amount as needed pursuant to the contract.

Background

Chemicals are needed at various NCPA locations for the operation of the plants. Pacific Star Chemical, LLC dba Northstar Chemical is a supplier of chemicals.

Selection Process

This five year contract does not commit NCPA to any purchases. In addition to Pacific Star Chemical, LLC dba Northstar Chemical, NCPA currently has entered into four other enabling agreements with suppliers for similar chemical purchases. NCPA will issue purchase orders based on cost and availability of the product(s) needed at the time of order. Chemicals are ordered on a daily, weekly, and monthly basis. The decision as to which supplier to use to provide these chemicals will be based on the supplier with the lowest cost who can meet the needed delivery schedule at the time of order.

Fiscal Impact

Total cost of the agreement is not-to-exceed \$1,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures. The annual cost of these chemicals exceeds the General Manager's authority of \$250,000. It is recommended that the General Manager be authorized to approve the issuance of purchase orders in any amount as needed pursuant to this contract.

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 below was reviewed by the Facilities Committee on January 6, 2016 and was recommended for Commission approval.

The recommendation below was reviewed by the Lodi Energy Center Project Participant Committee on January 11, 2016 and was approved.

Recommendation

Staff recommends that the NCPA Commission approve Resolution 16-03 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for the Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years and to issue purchase orders in any amount associated with the contract.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



KEN SPEER
Assistant General Manager
Generation Services

Attachments (2):

- Resolution
- Multi-Task Agreement for the Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical

RESOLUTION 16-03

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK AGREEMENT FOR THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH PACIFIC STAR CHEMICAL, LLC dba NORTHSTAR CHEMICAL (reference Staff Report #102:16)

WHEREAS, Northern California Power Agency (NCPA) facilities require bulk chemicals at its various locations; and

WHEREAS, Pacific Star Chemical, LLC dba Northstar Chemical is a provider of these chemicals; and

WHEREAS, on January 11, 2016, the LEC Project Participant Committee approved the agreement with Pacific Star Chemical, LLC dba Northstar Chemical in an amount not to exceed \$1,500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Agreement for the Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years and to issue purchase orders in any amount associated with the contract.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2016 by the following vote on roll call:

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PACIFIC STAR CHEMICAL, LLC dba NORTHSTAR CHEMICAL**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is entered into on _____, 2016 (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, ("Agency"), a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 and Pacific Star Chemical, LLC dba Northstar Chemical, ("Supplier"), whose principal office is located at 14200 SW Tualatin Sherwood Road, Sherwood, OR 97140 (together sometimes referred to as the "Parties").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to Agency's Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to Agency's Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 3. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered.

Section 4. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges.

4.1 Invoices. Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

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

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 5.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with \$2,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 5.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.
- 5.4 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 5.5 **All Policies Requirements.**
- 5.5.1 **Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to

work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

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

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

5.5.4 Self-Insured Retention. Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

5.6 Hazardous Materials Transport. In the event Supplier transports any hazardous materials it shall additionally provide, or if it utilizes a third party for transportation it shall ensure that the third party provides, all insurance and bonds required by the Federal Motor Carrier Safety Administration (including endorsements for motor carrier policies required by the Motor Carrier Act of 1980) and such insurance required by the California Department of Toxic Substances Control.

Section 6. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

Section 7. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

- 7.2 **Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Supplier, its officers, officials, agents, and employees, except as caused by the sole 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.
- 7.3 **Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 8. MISCELLANEOUS PROVISIONS.

- 8.1 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 8.2 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 8.3 **Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied and transported hereunder, including but not limited to the Federal Motor Carrier Safety Improvement Act of 1990 and California regulations for the transportation of hazardous materials found at Health and Safety Code section 25160 *et seq.*
- 8.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 8.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.

- 8.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 8.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 8.8 **Affidavit of Compliance for Contractors.** Consistent with the Conditions of Certification issued by the California Energy Commission, Supplier shall, upon the request of Agency, execute and provide to Agency Exhibit B hereto for any employees, agents or other representatives of Supplier who will be present on site at NCPA's Lodi Energy Center, Lodi, California. During the term of this Agreement, Supplier shall keep current the Certificate, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
- 8.9 **Affidavit of Compliance for Hazardous Materials Transport Vendors.** Consistent with the Conditions of Certification issued by the California Energy Commission, Supplier shall, upon the request of Agency, execute and provide to Agency Exhibit C hereto for any employees, agents or other representatives of Supplier who will be present on site at NCPA's Lodi Energy Center, Lodi, California. During the term of this Agreement, Supplier shall keep current the Certificate, a copy of which is attached here to as Exhibit C and incorporated herein by reference.

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

NORTHERN CALIFORNIA POWER AGENCY

PACIFIC STAR CHEMICAL, LLC dba
NORTHSTAR CHEMICAL

Date: _____

Date: _____


RANDY S. HOWARD, General Manager

MATTHEW WERGER, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:



General Counsel

**EXHIBIT A
PURCHASE LIST**

Supplier deliveries shall be made by a vehicle suitably constructed to contain chemicals meeting Agency's product specifications.

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Surface Transportation Board and any and all jurisdictions having control over said delivery truck operations.

Chemicals currently used at NCPA facilities include (but are not limited to):

Chemical	Pricing
Hydrated Lime 90%	\$ 0.50 / lb
Mag Ox 36%	\$ 5,000 / ton
Sulfuric Acid 93%	\$ 157.00 / wet ton or \$ 0.0785 / lb
Sodium Hypochlorite 12.5% (Bleach)	\$ 0.92 / gallon or \$ 0.092 / lb
Magnesium Sulfate 30%	\$ 50.00 / gallon
Sodium Bisulfite 12%	\$ 0.90 / lb
Sodium Bisulfite 40%	\$ 0.99 / lb
Sodium Hydroxide 15%	\$ 0.48 / lb

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

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

EXHIBIT B

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

PACIFIC STAR CHEMICAL, LLC dba NORTHSTAR CHEMICAL

(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 C

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,

PACIFIC STAR CHEMICAL, LLC dba NORTHSTAR CHEMICAL

(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.

2408782.1



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 19

Date: January 11, 2016
To: NCPA Commission
Subject: **Worley Parsons Group, Inc. – First Amendment to Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: LEC, CT1, CT2, Hydro, Geothermal, Members, SCPPA, and SCPPA Members**

Proposal

Approve a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc. increasing the total compensation authorized by the agreement from a not to exceed amount of \$225,000 to a not to exceed amount of \$1,000,000 for consulting services related to project support and plant operations as needed at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members.

Background

Various consulting services are required at the NCPA plant locations from time to time. Worley Parsons Group, Inc. is a provider of these services. NCPA entered into a five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc. effective May 8, 2014 for an amount not-to-exceed \$225,000. Worley Parsons was the lowest bidder on several projects which used a large portion of the contract funds. This amendment will add additional funds to the agreement for future use and expand the scope of work to include NCPA members, SCPPA, and/or SCPPA members.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When consulting services are required, the specific scope of work will be bid consistent with NCPA procurement policies and procedures. This is the first enabling agreement for these types of services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is 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.

Fiscal Impact

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

SR: 103:16

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 below was reviewed by the Facilities Committee on January 6, 2016 and was recommended for Commission approval.

The recommendation below was reviewed by the Lodi Energy Center Project Participant Committee on January 11, 2016 and was approved.

Recommendation

Staff recommends that the NCPA Commission approve Resolution 16-04 authorizing the General Manager or his designee to enter into a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc., increasing the not exceed amount from \$225,000 to \$1,000,000 for consulting services related to project support and plant operations as needed at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members, with any non-substantial changes recommended and approved by the NCPA General Counsel.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



KEN SPEER
Assistant General Manager
Generation Services

Attachments (3):

- Resolution
- First Amendment to Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc.
- Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc.

RESOLUTION 16-04

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH WORLEY PARSONS GROUP, INC. (reference Staff Report #103:16)

WHEREAS, Northern California Power Agency (NCPA) facilities require periodic consulting services related to project support and plant operations; and

WHEREAS, NCPA members, the Southern California Public Power Authority (SCPPA), and/or SCPPA members also utilize consultants to provide project related support; and

WHEREAS, Worley Parsons Group, Inc. is a provider of these consulting services; and

WHEREAS, on May 8, 2014 NCPA entered into a five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc. for an amount not to exceed \$225,000 and now desires to amend that agreement to increase the authorized funds and expand its scope of services to include NCPA members, SCPPA, and/or SCPPA members; and

WHEREAS, on January 11, 2016, the LEC Project Participant Committee approved the First Amendment to the Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc.; 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 existing five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000 for services as needed at any facilities owned and/or operated by NCPA, by its members, by SCPPA, or by SCPPA members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2016 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____

Truckee Donner
Ukiah
Plumas-Sierra

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CAROL GARCIA
CHAIRPERSON

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEY PARSONS GROUP, INC.**

This First Amendment ("Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and WorleyParsons Group, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2016.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective May 8, 2014, (the "Agreement") for Consultant to provide consulting services related to project support and plant operations; and

WHEREAS, the Agency now desire to amend the Agreement to add a new Section 1.5, Services Provided, to expand the services provided under the Agreement to Agency 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 \$225,000.00 to a 'NOT TO EXCEED' amount of \$1,000,000.00; and

WHEREAS, the Agency now desires to amend the Agreement to add a new Section 4.4.3, Additional Certificates and Endorsements, with respect to services which may be provided to an Agency member, SCPPA, and/or a SCPPA member; and

WHEREAS, the Agency also desires to amend Section 10.15, No Third Party Beneficiaries, with respect to services which may be provided to an Agency member, SCCPA, and/or a SCPPA member; and

WHEREAS, the Agency now desires to amend the SCOPE OF WORK set forth in Exhibit A to the Agreement; and

WHEREAS, the Agency now desire to amend the COMPENSATION SCHEDULE AND HOURLY FEES set forth in Exhibit B to the Agreement; 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, as evidenced by the signatures of their respective authorized representatives below, agree as follows:

1. **Section 1.5-Services Provided** is added to the Agreement as follows:

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.

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION DOLLARS** (\$1,000,000.00) 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.

The remainder of Section 2 of the Agreement is unchanged.

3. **Section 4.4.3-Additional Certificates and Endorsements** is added to the Agreement as follows:

If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

4. **Section 10.15-No Third Party Beneficiaries** of the Agreement is amended and restated to read as follows:

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, SCCPA and/or a SCPPA member (collectively for the purposes 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. If requested by Agency, such Member agrees to sign the "Acknowledgement of Agreement", attached hereto as Exhibit D and incorporated herein, prior to receiving Services under the Purchase Order.

5. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
6. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.

///

///

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

WORLEY PARSONS GROUP, INC.


RANDY S. HOWARD, General Manager

GARRY KING, Senior Vice President-Power-US-East

Attest:

Assistant Secretary of the Commission

Approved as to Form:



General Counsel

EXHIBIT A

SCOPE OF SERVICES

As requested, Worley Parsons 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 the amount set forth in Section 2 hereof. The current hourly rates and or compensation break down and an estimated amount of expenses is attached. Consultant may revise the rates set forth herein no more frequently than once per year, with thirty days' prior written notice, and a list of the revised rates to NCPA.

See Rate Sheet Attachment

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

Updated Rate Sheet to be inserted...

EXHIBIT D

Acknowledgement of Agreement

This Acknowledgement confirms the intent of _____, a _____ ("Member") to participate in and utilize the Multi-Task Agreement to which this Exhibit is attached, including all other Exhibits attached hereto, between the Northern California Power Agency ("Agency") and Worley Parsons Group, Inc. ("Consultant") effective May 8, 2014, ("Agreement"). Member has reviewed the terms and conditions of the Agreement in detail and agrees to abide by them. It is understood and agreed that payments for Services by Consultant provided to Member shall be paid by Agency and funded by Member to Agency pursuant to a Support Services Program Agreement between Agency and Member. All invoices for Services for Member shall be addressed to Agency.

Further, Member agrees and acknowledges that the terms, conditions, and applicable Exhibits set forth in the Agreement will apply between Member and Consultant.

MEMBER

By: _____

Printed: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Printed: _____

Title: _____

Date: _____



**MULTI-TASK
CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
WORLEY PARSONS GROUP, INC.**

This agreement for consulting services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Worley Parsons 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 5/8/ 2014 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant is willing to provide to Agency the range of services described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Services").

- 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 two (2) years of the completion of the Services under any Purchase Order, and provided that Contractor is notified of such nonconformance within one hundred twenty (120) days after the discovery thereof, then Contractor shall, as its sole obligation, re-perform the deficient Services at no cost to Agency.
 - 1.2.2** The standard of performance set forth above are the only warranties made by Contractor in connection with the Services and no other warranties of any kind, whether statutory, oral, written, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply. The remedies set forth above are in lieu of and excludes all other remedies available to Agency against Contractor either at law or in equity, and regardless of whether such claims 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.

- 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 **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.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two hundred and twenty-five thousand dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Requested 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.
- At Agency's option, 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;

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

- 2.2 **Monthly Payment.** Agency shall make monthly payments, based on invoices received, for 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 a Purchase Order from the Contract Administrator.
- 2.5 **Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of the Requested Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment for the Requested Services 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, with limits of \$1,000,000 per occurrence/\$2,000,000 general aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises, and with a combined single 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 and with limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000) annual aggregate covering the Consultant's errors and omissions.
- 4.4 All Policies Requirements.**
- 4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured, in respect of the liabilities assumed by Consultant under this Agreement and subject to the coverage limits set forth above, 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.
- 4.5 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. 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.
- 4.6 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, CONSULTANT'S RESPONSIBILITIES AND LIMITATION OF LIABILITY.

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 losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, all to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, or by acts for which they could be held strictly liable, or by the quality or character of their work. However, such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such obligations are attributed to the 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 risen 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 Contractor'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 Contractor under such Purchase Order or two million dollars (\$2,000,000).

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.

- 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.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

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 is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, 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, provided that Consultant shall not be required to make available and Agency shall have no right to access or audit, the components of any amounts that are based on fixed rates or agreed on multipliers, except to the extent required by state law.
- 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, 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.** Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal

department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. 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 Section 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his 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:

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

Any written notice to Agency shall be sent to:

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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.

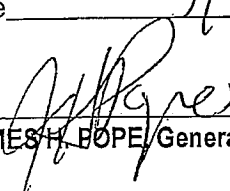
- 10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution 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, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits 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.

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

NORTHERN CALIFORNIA POWER AGENCY

Date

5/8/14


JAMES H. POPE, General Manager

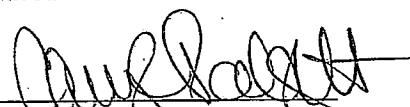
WORLEY PARSONS GROUP INC.

Date

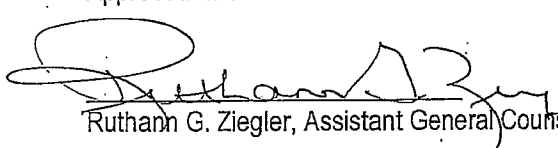
4/30/14


John Rohde, Vice President-Power

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Ruthann G. Ziegler, Assistant General Counsel

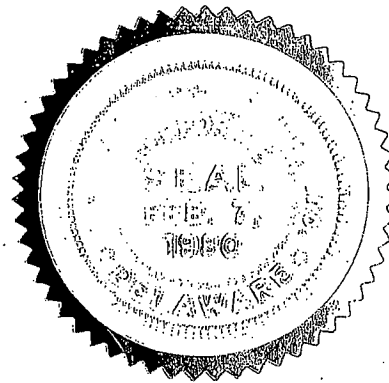


EXHIBIT A
SCOPE OF SERVICES

Worley Parsons Group Inc. ("Consultant") shall provide the Northern California Power Agency ("Agency") with consulting services related to project support and plant operations as needed by the Agency.

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 two hundred and twenty-five thousand dollars (\$225,000.00). The current hourly rates and or compensation break down and an estimated amount of expenses is attached. Consultant may revise the rates set forth herein, no more frequently than once per year, with thirty days' prior written notice, and a list of the revised rates, to NCPA.

See Rate Sheet Attachment

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.

**WorleyParsons**

resources & energy

WORLEYPARSONS GROUP, INC. PAYROLL STRUCTURE
BILLING RATES EFFECTIVE THROUGH June 27, 2014
[This Schedule Represents Regular Full Time Employees]
Billing Rates Include an Additive for ODCs
NCPA / LODI

SALARY GRADE	TYPICAL TITLES	Time Billing Rate \$/Hr	Overtime Billing Rate \$/Hr
WPG..23	Marketing Coordinator, Accountant, Associate Buyer, Associate Expeditor, Associate Material Controller, Associate Project Safety Representative, Associate Tax Accountant	70.19	70.19
WPG..24	Project Administrator, Associate HR Advisor, Buyer, Associate Contract Administrator, Engineering Coordinator, Expeditor, Field Office Coordinator, Associate HR Advisor, Proposal Production Coordinator, Associate Subcontract Administrator	78.16	78.16
WPG..25	Senior Accountant, Accounting Supervisor, Associate Architect, Associate CAD Analyst, Associate Construction Specialist, Associate Ecologist, Associate Engineer, Senior Engineering Coordinator, Associate Estimator, Senior Expeditor, Associate Geologist, Associate Hydrogeologist, Material Controller, Associate Naval Architect, Procurement Coordinator, Associate Project Control Analyst, Associate Project Accounting Coordinator, Associate Scientist, Supplier Quality Representative, Associate Systems Analyst, Tax Accountant, Associate Engineering Specialist	87.08	87.08
WPG..26	Senior Project Administrator, Architect I, Auditor, HR Advisor, Senior Buyer, Construction Specialist I, Contract Administrator I, Ecologist I, Engineer I, Estimator I, Facilities Supervisor, Senior Field Office Coordinator, Geologist I, Administration Group Supervisor, HR Advisor, Hydrogeologist I, Maintenance Planner-CB, Corporate Services Manager, Naval Architect I, Associate Process Engineer, Project Accounting Coordinator, Project Control Analyst I, Project Safety Representative, Safety Specialist, Scientist I, Subcontract Administrator, Systems Analyst I, Engineering Specialist I	97.12	97.12
WPG..27	Principal Accountant, Supervisor Senior Accounting, Architect II, Senior HR Advisor, CAD Analyst, Construction Specialist II, EI & C Supervisor-CB, Ecologist II, Engineer II, Principal Engineering Coordinator, Estimator II, Principal Expeditor, Field Office Manager, Specialist, Finance, Geologist II, Advisor, Senior HR, Advisor, Senior HR-CB, Hydrogeologist II, Labor Relations Specialist, Maintenance Supervisor-CB, Senior Material Controller, Naval Architect II, Paralegal, Plant Chemist-CB, Specialist, Pre-Contract, Process Engineer I, Senior Procurement Coordinator, Senior Procurement Coordinator, Senior Project Accounting Coordinator, Project Control Analyst II, Quality Assurance Engineer, Scientist II, Senior Safety Specialist-CB, Senior Supplier Quality Representative, Systems Analyst II, Senior Tax Accountant, Engineering Specialist II, Senior HR Advisor	108.43	108.43
WPG..28	Senior Architect, Senior Auditor, Principal Buyer, Senior CAD Analyst, CAD Analyst Senior, Senior Construction Specialist, Principal Construction Inspector, Construction Superintendent, Senior Contract Administrator, Document Control Manager, Senior Ecologist, Senior Engineer, Supervising Engineering Coordinator, Senior Estimator, Field Administration Manager, Senior Geologist, Senior Administration Group Supervisor, Senior Hydrogeologist, Information Systems Specialist II, Principal Scheduler, Senior Naval Architect, Senior Pre-contract Specialist, Process Engineer II, Senior Project Control Analyst, Principal Project Accounting Coordinator, Project Engineer, Senior Project Safety Representative, Senior Quality Assurance Engineer, Senior Safety Specialist, Senior Scientist, Shift Supervisor-CB, Senior Subcontract Administrator, Senior Systems Analyst, Systems Architect, Supervising Technical Operator, Senior Engineering Specialist	121.14	121.14
WPG..29	Principal Accounting Supervisor, Principal Architect, Internal Audit Supervisor, Business Development Specialist, Principal CAD Analyst, Area Construction Specialist, Area Construction Superintendent, Supervising Designer, Principal Ecologist, Principal Engineer, Principal Estimator, Facilities Manager, Specialist, Senior Finance, Principal Geologist, HR Specialist, Principal Hydrogeologist, Senior Labor Relations Specialist, Principal Material Controller, Principal Engineering Principal, Principal Naval Architect, Senior Process Engineer, Coordinator Principal Procurement, Procurement Manager, Principal Project Control Analyst, Principal Project Control Analyst, Principal Project Control Analyst, Senior Project Engineer, Purchasing Manager-CB, Principal Quality Assurance Engineer, Principal Scientist, Principal Supplier Quality Representative, Principal Systems Analyst, Tax Specialist, Senior Technical Operator Supervisor, Principal Engineering Specialist, HR Manager, Senior Supervising Technical Operator, HR Specialist	136.59	136.59



WorleyParsons

resources & energy

WORLEYPARSONS GROUP, INC. PAYROLL STRUCTURE
BILLING RATES EFFECTIVE THROUGH June 27, 2014
[This Schedule Represents Regular Full Time Employees]
Billing Rates Include an Additive for ODCs

NCPA / LODI

SALARY GRADE	TYPICAL TITLES	Time Billing Rate \$/Hr	Overtime Billing Rate \$/Hr
WPG..30	Accounting Manager, Supervising Architect, Business Development Representative, Supervising CAD Analyst, Principal Construction Specialist, General Construction Superintendent, Principal Contract Administrator, Associate Counsel, Senior Supervising Designer, Supervising Ecologist, Supervising Engineer, Supervisor Estimating, Senior Facilities Manager, Senior Field Administration Manager, Principal Finance Specialist, Supervisor Geologist, Supervising Hydrogeologist, ICT Manager, Maintenance Manager-CB, Technical Consultant I, Supervising Naval Architect, Senior-CB Plant Engineer, Supervisor Plant Operations, Principal Process Engineer, Project Business Manager, Project Control Manager, Specialist, Project Control Chief, Principal Project Engineer, Project Manager I, Project Safety Manager, Site Quality Manager, Supervisor, Quality Assurance, Quality Manager, Location Safety Manager, Supervising Scientist, Security Manager, Strategic Marketing Mgr, Principal Subcontract Administrator, Senior Systems Architect, Technical Consultant I, Senior HR Manager	152.17	152.17
WPG..31	Senior Accounting Manager, Senior Supervising Architect, Construction Manager, Contracts Manager, Senior Supervising Engineer, Engineering Manager-CB, Estimating Manager, Construction Manager, Technical Consultant II, Senior Supervising Naval Architect, Plant Manager, Supervising Process Engineer, Senior Procurement Manager, Senior Project Control Manager, Project Manager II, Senior Quality Assurance Supervisor, Senior Safety Manager, Senior Tax Specialist, Human Resources Director	169.63	169.63
WPG..32	Architectural Manager, Senior Business Development Representative, Senior Construction Manager, Senior Contracts Manager, Counsel, Division Controller, Engineering Manager, Senior Estimating Manager, Communications Manager, Operations Manager-CB, Senior Plant Manager, Plant Operations Manager, Senior Supervising Process Engineer, Principal Procurement Manager, Business Manager, Senior Project, Principal Project Control Manager, Project Manager III, Regional Safety Manager, Tax Manager, Senior Technical Consultant, Technical Staff Manager	189.20	189.20
WPG..33	Internal Auditing Manager, Business Development Manager, Principal Construction Manager, Engineering Department Manager, Senior Engineering Manager, Senior Plant Operations Manager, Chief Process Engineer, Principal Project Business Manager, Senior Project Manager, Project Technical Manager, Regional Safety Director	211.08	211.08
WPG..34	Business Development Director, Construction Director, Contracts Director, Senior Counsel, Group Financial Controller, Regional ICT Director, Client Computing Services Manager, Operations Manager, Process Engineering Manager, Principal Project Manager, Principal Technical Consultant, Technical Director	235.62	235.62
WPG..35	Program Director, Senior Technical Director	266.53	266.53
WPG..39	Division Manager, Vice President, Senior Program Director	0.00	0.00
	** If applicable, this rate will be sent under separate cover by a company officer		

**WorleyParsons**

resources & energy

WORLEYPARSONS GROUP, INC. PAYROLL STRUCTURE
BILLING RATES EFFECTIVE THROUGH June 27, 2014
[This Schedule Represents Regular Full Time Employees]
Billing Rates Include an Additive for ODCs
NCPA/LODI

SALARY GRADE	TYPICAL TITLES	Time Billing Rate \$/Hr	Overtime Billing Rate \$/Hr
Non Exempt			
WPG..2	Plant Operator-CB		
WPG..3	Control Room Operator-CB		
WPG..4	Clerical Assistant I, Clerical Assistant I, Technician I, Associate Accounting Clerk, Clerical Assistant I, Construction Laborer, Assistant Equipment Operator, Mechanical Maintenance Technician-CB	38.66	45.05
WPG..5	Accounting Assistant, Document Controller, EI & C Technician-CB, Equipment Operator, Document Controller, Technician II, Telecommunications Operator	44.25	51.76
WPG..6	Clerical Assistant II, Associate CAD Technician, Clerical Assistant II, Materials Specialist-CB, Clerical Assistant II, Project Control Clerk, Clerical Assistant II, Associate Systems Technician	50.82	59.65
WPG..7	Senior Accounting Assistant, Administrative Assistant I-CB, Senior Document Controller, Senior Equipment Operator, Associate Facilities Technician, Senior Document Controller, Senior Telecommunications Operator	58.55	68.92
WPG..8	Administrative Assistant I, CAD Technician, Intern, Designer, Associate, Facilities Technician, Field Technician I, Administrative Assistant I, Administrative Assistant I, Senior Project Control Clerk, Administrative Assistant I, Systems Technician I, Technician III, Principal Telecommunications Operator, Facilities Technician	65.03	76.70
WPG..9	Principal Document Controller	72.34	85.47
WPG..10	Principal Accounting Assistant, Associate Project Accountant Coordinator, Administrative Assistant II, Senior CAD Technician, Construction Journeyman, Construction Journeyman, Designer I, Senior Facilities Technician, Field Technician II, HR Administrator, Coordinator, Operations, Administrative Assistant II, Associate Project Billing Administrator, Principal Project Control Clerk, Project Safety Technician, Administrative Assistant II, Technical Writer, Warehouseman, Senior Facilities Technician	72.34	85.47
WPG..11	Senior Administrative Assistant, Technician IV, Supervisor Document Controller	89.77	106.39
WPG..12	Principal CAD Technician, Construction Foreman, Construction Foreman, Associate Construction Inspector, Designer II, Field Technician III, Legal Assistant, Project Billing Administrator, Systems Technician II	100.13	118.81
WPG..13	Facilities Coordinator, Executive Assistant, Technical Operator, Senior Technical Writer, Technician V	100.13	118.81
WPG..14	Construction Inspector, Senior Designer, Chief Document Controller, Senior Legal Assistant, Principal Facilities Technician, Administrator, Senior Project Billing, Senior Systems Technician, Principal Technical Writer	109.49	130.04
WPG..15	Associate Construction Superintendent, Senior Technical Operator	124.97	148.62
WPG..16	Senior Construction Inspector, Principal Designer, Chief Facilities Technician, Principal Systems Technician	139.75	166.36
WPG..17	Senior Principal Designer, Principal Technical Operator	156.38	186.32

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Consultants

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

(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.

2052544.5



651 Commerce Drive,
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO: 20

Date: January 21, 2016

To: NCPA Commission

Subject: Extension of Property & Liability Insurance Broker Client Service Agreement
With Marsh USA, Inc.

Background

Marsh USA, Inc. provides professional services associated with risk management, risk financing, insurance brokerage, and claims adjustment matters. The Agency retains these services in connection with its property, liability, and workers compensation insurance programs and related surety and performance bonds.

The current three-year Client Service Agreement (CSA) expired on October 31, 2015, which was in the middle of various major insurance program renewals. To ensure a smooth renewal of the Agency's insurance programs, it is necessary to extend the current CSA until the end of the fiscal year to complete the remainder of the insurance program renewals that occur during the spring of 2016. The proposed extended term for the service period is from November 1, 2015 to June 30, 2016. Given the fact that majority of the work performed on insurance renewals was completed during the first four months of the fiscal year and prior to actual expiration of the current contract, staff has negotiated an extension of the CSA until June 30, 2016 for 75% of the expiring annual service fee, a 25% reduction from prior year fees. The lines of coverage included and fees are listed below.

NCPA Service Fee – \$146,188

- Property, including Boiler & Machinery
- General Liability
- Excess Liability
- Automobile Liability
- Workers Compensation
- Director and Officers Liability
- Crime / Fidelity
- Commercial Surety (Bonds)

LEC - \$77,579

- Property, including Boiler & Machinery
- General Liability
- Excess Liability

A copy of the amendment to the CSA is attached.

SR: 109:16

Fiscal Impact

LEC insurance program premiums are allocated by generation entitlement share to project participants. NCPA program premiums are budgeted as part of the aggregate Property, Liability, and Workers Compensation Insurance cost estimates, which are charged off proportionately at approximately 80% for Property Insurance and 20% for Liability Insurance based on total premiums paid. Property Insurance is directly allocated to NCPA Projects based on proportionate shares of insurable values.

The Liability Insurance cost is allocated as part of the Administrative and General budget and classified as a "General" cost which means 50% is allocated based on labor and 50% based on total adjusted budget cost by project/program. Workers Compensation Liability Insurance is allocated proportionately based on actual labor cost charged.

The aforementioned annual fees are within the Commission approved FY 2015-16 annual budget for those items.

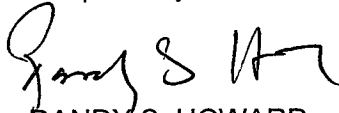
Environmental Analysis

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.

Recommendation

Recommend adoption of the attached Resolution 16-05, which approves the attached amendment to the CSA with Marsh Risk Consulting, and authorizes the Agency's General Manager to execute the amendment on behalf of the Agency.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



RUI DAI
Energy Risk Manager

Concurs With:



DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Attachments

- Resolution 16-05
- Amendment to the CSA By and Between Marsh Risk & Insurance Services and NCPA

RESOLUTION 16-05

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
ADOPTING THE MARSH RISK & INSURANCE SERVICES
CLIENT SERVICE AGREEMENT THIRD AMENDMENT**

(Staff Report #109:16)

WHEREAS, the Northern California Power Agency (the Agency) is required by various of its contracts and agreements with its members and its generating and transmission project participants to provide for property, casualty and other insurance to protect its interests therein; and

WHEREAS, to accomplish this the Agency requires professional services associated with risk management, risk financing, insurance brokerage, and claims adjustment matters in connection with its property, liability, workers compensation insurance programs and related surety and performance bonds; and

WHEREAS, Marsh Risk & Insurance Services ("Marsh") has successfully provided the aforementioned professional services in the past; and

WHEREAS, The current three-year Client Service Agreement (CSA) expired on October 31, 2015, which was in the middle of various major insurance program renewals. To ensure a smooth renewal of the Agency's insurance programs, the proposed extended term for the service period is from November 1, 2015 to June 30, 2016; and

WHEREAS, a fixed fee of \$223,767 is negotiated for the extended term; and

WHEREAS, the fiscal year Annual Budgets forecast for the three year 2016 has contemplated and included the necessary funds to provide for these services; 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 as follows:

Section 1. This Commission and its members hereby find and determine that the recitals contained herein above are true and correct.

Section 2. This Commission and its members hereby approve the attached amendment to the Client Services Agreement and authorize the General Manager of the Agency, or his appointed delegate, to execute and sign this third amendment to the agreement.

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

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

CAROL GARCIA
CHAIRPERSON

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



Amendment to Agreement

The Client Service Agreement effective November 1, 2012 (the "Agreement") between Marsh Risk & Insurance Services ("Marsh") and Northern CA Power Agency ("Client") is hereby amended, effective November 1, 2015, as follows:

1. The term of the Agreement is hereby extended until June 30, 2016 subject to termination as provided in Section 3.
2. Commencing November 1, 2015, Client shall pay an additional fee for Services covering the additional term added to the Agreement by this Amendment, as follows:

	\$146,188	NCPA other than LEC
	<u>\$ 77,579</u>	<u>LEC</u>
Total additional fee:	\$223,767	

In all other respects the Agreement shall remain in full force and effect.

Marsh Risk & Insurance Services

By: _____

Brian P Cooney
Senior Vice President

Date: _____

1/4/16

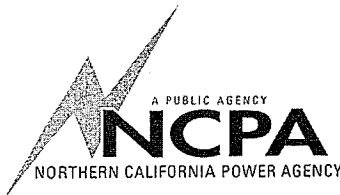
Accepted and agreed:

Northern CA Power Agency

By: _____

Randy Howard
General Manager

Date: _____



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 21

Date: January 21, 2016
To: NCPA Commission
Subject: FY 2015 Annual Billing Settlements

The attached FY 2015 Annual Billing Settlements Summary shows a comparison of Actual Costs and Final Billing Settlements (i.e., Collections vs. Actual).

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$6.3 million or 2.12% of Collections to Date. The sources of these refunds were as follows: 1) Net Generation and Transmission operating costs of \$3.4 million; and (2) Management Services costs of \$2.9 million.

The Utility Directors have reviewed a draft of the FY 2015 Annual Billing Settlements Summary and supporting data, which is currently available on the Agency's data portal. Supporting data includes the final re-run of the All Resources Bill to reflect the final settlement amounts and a compendium of detailed supporting Program Cost Analyses.

As a result of Independent System Operator (ISO) shortened settlement process, the Agency's Generation Resources cost categories for Member, Western, and Other Resources, Market Power Purchases and ISO Energy Purchases and Sales no longer play a material role, if any at all, in the Agency's calculation of Annual Budget Settlement refunds. Rather, these categories of cost are settled up concurrently with ISO processes in the Agency's All Resources Bill (ARB) monthly process.

Fiscal Impact

Upon approval by Agency Commission, the amount of \$6,306,183 will be distributed to participants. NCPA will provide a 13th period All Resources Bill to participants within a few business days of that approval. Amounts due from participants will be due within 30 days of billing. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts.

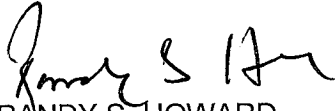
Environmental Analysis

The Billing Settlements 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.

Recommendation

Adopt, authorize and approve Resolution 16-06 and the attachments thereto regarding the FY 2014-2015 Annual Billing Settlements.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



SONDRA AINSWORTH
Treasurer-Controller

Concurs With:



DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Attachments

- Resolution 16-06
- Billing settlement summaries

RESOLUTION 16-06

A RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO ADOPT, AUTHORIZE AND APPROVE FY 2014-2015 ANNUAL BILLING SETTLEMENTS

(reference Staff Report #107:16)

WHEREAS, the Northern California Power Agency, (Agency) FY 2014-2015 Annual Billing Settlements has been closed, reconciled, and finalized; and

WHEREAS, the independent audit of the Agency's financial statements has been completed; and

WHEREAS, the Agency's generating, transmission, energy contract resources, and other programs are billed monthly throughout the fiscal year on an estimated basis; and

WHEREAS, the Agency's monthly billings to participants for FY 2014-2015 have been re-run using the finalized FY 2014-2015 Annual Billing costs; and

WHEREAS, these processes have resulted in a final billing cost settlement for each program as summarized in the attached; and

WHEREAS, the Utility Directors' Committee has reviewed the detailed support for the FY 2014-2015 Annual Billing Settlements Summary, the related Project and Program Cost Summary Reports, and the re-run of the monthly All Resources Bills and have found all to be satisfactory; 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 hereby acts as follows:

Section 1. This Commission does hereby find and determine that the recitals contained herein above are true and correct.

Section 2. This Commission does hereby adopt, authorize and approve the FY 2014-2015 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that any net refund amounts due to participants be distributed and any amounts due from participants be collected.

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

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY PADGETT
ASSISTANT SECRETARY

**Northern California Power Agency
FY 2015 Billing Settlement Summary - By Participant**

	Collections	Actual Costs	Refund (Charge)
Summary all Participants	\$ 297,989,198	\$ 291,683,015	\$ 6,306,183
Summary By Participant			
Alameda	\$ 23,429,374	\$ 22,563,391	\$ 865,983
BART	19,842,776	19,742,846	99,930
Biggs	1,220,159	1,228,874	(8,715)
Gridley	3,408,219	3,393,177	15,042
Healdsburg	5,996,465	5,850,632	145,833
Lodi	39,712,763	39,049,205	663,558
Lompoc	10,705,570	10,621,784	83,786
Palo Alto	79,094,675	77,881,490	1,213,185
Plumas Sierra	8,318,503	8,148,977	169,526
Port of Oakland	3,505,951	3,402,385	103,566
Redding	577,185	531,750	45,435
Roseville	7,770,089	6,961,877	808,212
Santa Clara	71,089,591	68,757,648	2,331,943
Truckee-Donner	113,334	97,230	16,104
TID	30,927	(127,709)	158,636
Ukiah	8,483,243	8,254,266	228,977
Other Project Participants: ^(A)			
Azusa	989,624	1,023,534	(33,910)
California Department of Water Resources	11,092,249	11,523,890	(431,641)
MID	462,954	599,743	(136,789)
Power & Water Resources Pooling Authority	2,145,547	2,178,025	(32,478)
Total	\$ 297,989,198	\$ 291,683,015	\$ 6,306,183

Northern California Power Agency
FY 2015 Billing Settlement Summary -- Explanation Overview

General Comment

Billing settlements is the process of comparing actual participant and third party collections to actual cost requirements. Participant collections are based on a combination of actual costs and the approved Annual Budget. NCPA Plant collections are based on budgeted fixed and variable costs. Fixed costs are collected ratably over the fiscal year, and variable costs are collected based on budgeted generation MWh. Management Services revenue requirements are generally collected ratably over the fiscal year.

As a result of the Independent System Operator (ISO) shortened settlement process, ISO charges and energy and ancillary services revenues do not play a material role, if any in the annual billing settlement Process. Similarly Third Party energy purchases and sales, are settled up concurrently with ISO processes in the All Resources Bill. Significant billing settlement items are noted below.

Generation Resources

Generation Resources accounts for \$3.4 million or approximately 54.3% of the total refunded amount. The primary driver for the variance was the decrease in actual costs from those billed to participants as outlined below.

<u>Refund (Charge) (in 000's)</u>	
\$	1,555 Routine O&M costs less than collected ⁽¹⁾
	(1,610) Higher LEC service contract costs as the plant operated approximately 35% higher than budgeted
	680 Final actual allocated Generation Services costs were lower than collected
	330 A&G costs less than collected
	1,009 Postponement of certain O&M and capital projects
	1,460 Other costs, primarily lower hydroelectric debt service costs and lower property and liability insurance
<u>\$</u>	<u>3,424</u>

(1) Lower routine O&M costs are mainly due to lower mandatory costs and lower plant maintenance costs.

Management Services

Management Services accounts for \$2.9 million or approximately 46.1% of the total refunded amount. Billing requirements are generally collected ratably over the fiscal year. Variance drivers are listed below:

<u>Refund (in 000's)</u>	
\$	1,053 Salaries and Benefits were less than collections mainly due to unfilled positions
	519 Legal and Other Outside Services minimized
	300 Judicial Action activities related to Tariffs and Rates less than anticipated
	660 A&G costs less than collected
	377 Hardware, Software, Supplies, Network and Data Services costs were less than collected
<u>\$</u>	<u>2,909</u>

Pass Through Costs

Pass Through Costs were unfunded by \$27 thousand or (.4%) of the total refunded amount. The unfunded amount represents meter replacement costs that had not been previously billed, netted against excess collection of BAMx and SOT costs.

Third Party Revenues

Third Party revenues are primarily energy, ancillary services and transmission sales. Other significant items include: gas transfer credits to participants for supplying owned gas to the LEC project; Fuel and Pipeline Transport Credits which reflect the sales of excess gas purchased along with the related pipeline capacity; and, the Western O&M Credit for Western participants. As noted above, these items are all settled up concurrently with the ISO processes in the All Resources Bill and are not part of the annual billing settlements.

NCPA Fiscal Year 2015 Settlement Summary - Collections for NCPA													
IDENTIFIER	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total \$
GENERATION RESOURCES													
NCPA Plants													
Hydroelectric	\$ 3,251,811	\$ 3,331,442	\$ 3,406,071	\$ 3,043,356	\$ 3,555,713	\$ 3,441,323	\$ 3,531,101	\$ 2,954,409	\$ 3,499,376	\$ 3,514,167	\$ 3,240,118	\$ 3,024,437	\$ 38,793,323
Geothermal	\$ 808,462	\$ 685,384	\$ 555,422	\$ 737,221	\$ 655,371	\$ 114,665	\$ 63,185	\$ 502,498	\$ 234,545	\$ 523,644	\$ 185,932	\$ 169,429	\$ 1,877,292
Combustion Turbine No. 1	\$ 224,681	\$ 176,663	\$ 220,303	\$ 225,949	\$ 236,502	\$ 244,942	\$ 237,190	\$ 250,206	\$ 238,622	\$ 232,823	\$ 235,536	\$ 108,737	\$ 2,632,154
Combustion Turbine No. 2 (STIG)	\$ 662,168	\$ 750,456	\$ 668,047	\$ 670,122	\$ 663,138	\$ 649,681	\$ 674,238	\$ 648,975	\$ 644,052	\$ 656,366	\$ 659,871	\$ 600,144	\$ 7,947,258
LEC	\$ 1,989,444	\$ 3,562,494	\$ 1,941,611	\$ 1,387,544	\$ 3,017,709	\$ 2,609,868	\$ 1,838,536	\$ 2,323,365	\$ 1,843,025	\$ 1,685,952	\$ 2,838,347	\$ 1,897,489	\$ 26,935,386
Net Market Power Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Member Resources	\$ 3,200,327	\$ 3,687,509	\$ 4,342,218	\$ 4,920,675	\$ 4,938,243	\$ 5,165,360	\$ 4,025,127	\$ 3,537,148	\$ 3,399,955	\$ 2,448,094	\$ 2,866,528	\$ 2,315,382	\$ 44,846,570
Member Contracts - Gas	\$ 483,631	\$ 483,631	\$ 468,030	\$ 474,316	\$ 493,125	\$ 509,562	\$ 618,682	\$ 501,914	\$ 555,680	\$ 319,800	\$ 330,460	\$ 408,900	\$ 5,647,742
Member Generation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NCPA Contracts	\$ 1,183,383	\$ 1,344,001	\$ 1,279,448	\$ 1,663,814	\$ 2,630,615	\$ 2,909,260	\$ 2,534,953	\$ 2,481,595	\$ 2,582,926	\$ 2,016,460	\$ 1,467,345	\$ 1,453,417	\$ 23,547,217
Market Purchases	\$ 140,309	\$ 372,230	\$ 198,254	\$ 445,004	\$ 502,938	\$ 451,158	\$ 75,486	\$	\$ 212,682	\$ 175,867	\$ 544,977	\$ 620,405	\$ 3,739,310
Western Resource	\$ 3,510,200	\$ 3,470,938	\$ 3,013,538	\$ 1,314,836	\$ 1,328,685	\$ 866,889	\$ 1,568,378	\$ 1,566,603	\$ 1,567,093	\$ 3,372,413	\$ 3,372,789	\$ 3,372,402	\$ 28,324,765
Pool Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Resources	\$ 68,846	\$ 68,467	\$ 63,600	\$ 58,120	\$ 55,098	\$ 69,456	\$ 71,167	\$ 70,342	\$ 90,588	\$ 89,438	\$ 90,870	\$ 76,387	\$ 872,179
ISO Load Aggregation Costs	\$ 1,939,152	\$ 2,519,354	\$ 3,418,946	\$ 5,734,043	\$ 5,260,122	\$ 5,350,783	\$ 6,882,266	\$ 4,551,161	\$ 4,785,771	\$ 4,984,824	\$ 5,540,540	\$ 4,581,261	\$ 55,548,223
GHG Allowance Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1,405,370	\$	\$ 1,405,370
Subtotal Generation Resources	\$ 15,845,290	\$ 19,081,802	\$ 18,464,643	\$ 19,200,561	\$ 22,026,517	\$ 22,153,618	\$ 22,120,309	\$ 19,388,217	\$ 19,654,326	\$ 20,019,845	\$ 22,778,685	\$ 18,628,391	\$ 239,362,204
TRANSMISSION													
Independent System Operator													
ISO Load Costs	\$ 7,847,649	\$ 7,498,028	\$ 6,638,711	\$ 6,899,050	\$ 6,918,869	\$ 6,289,470	\$ 6,263,557	\$ 5,886,512	\$ 7,450,118	\$ 8,024,795	\$ 7,390,723	\$ 10,599,131	\$ 87,706,613
NCPA Charges	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ISO [Manual] Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ -850,569	\$ -850,569
Subtotal Transmission	\$ 7,847,649	\$ 7,498,028	\$ 6,638,711	\$ 6,899,050	\$ 6,918,869	\$ 6,289,470	\$ 6,263,557	\$ 5,886,512	\$ 7,450,118	\$ 8,024,795	\$ 7,390,723	\$ 9,748,562	\$ 86,856,044
MANAGEMENT SERVICES													
Legislative & Regulatory													
Legislative Representation	\$ 111,041	\$ 111,041	\$ 111,041	\$ 111,041	\$ 111,041	\$ 111,041	\$ 111,041	\$ 111,040	\$ 111,041	\$ 111,042	\$ 111,042	\$ 111,041	\$ 1,332,493
Regulatory Representation	\$ 45,708	\$ 45,708	\$ 45,708	\$ 45,708	\$ 45,708	\$ 45,708	\$ 45,706	\$ 45,709	\$ 45,710	\$ 45,709	\$ 45,711	\$ 45,710	\$ 548,503
Western Representation	\$ 55,675	\$ 55,675	\$ 55,675	\$ 77,703	\$ 77,703	\$ 77,703	\$ 77,700	\$ 77,703	\$ 77,703	\$ 77,703	\$ 77,703	\$ 77,703	\$ 866,349
Member Support Services	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
JPA Assessment	\$ 101,466	\$ 101,466	\$ 101,466	\$ 101,466	\$ 101,466	\$ 101,466	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,462	\$ 101,461	\$ 101,461	\$ 1,217,572
Judicial Action	\$ 47,917	\$ 47,917	\$ 47,917	\$ 47,917	\$ 47,917	\$ 47,917	\$ 47,916	\$ 47,918	\$ 47,917	\$ 522,916	\$ 47,915	\$ 63,997	\$ 1,066,081
Power Management													
SCALD, Energy Risk Mgmt & Settlements -	\$ 839,047	\$ 838,047	\$ 838,047	\$ 838,047	\$ 838,047	\$ 838,047	\$ 838,047	\$ 838,049	\$ 838,048	\$ 838,050	\$ 838,051	\$ 838,052	\$ 10,057,579
Green Power Project	\$ 4,605	\$ 4,605	\$ 4,605	\$ 4,605	\$ 4,605	\$ 4,605	\$ 4,604	\$ 4,604	\$ 4,604	\$ 4,604	\$ 4,604	\$ 4,604	\$ 55,254
Market Power Purchase Project	\$ 10,338	\$ 10,338	\$ 10,338	\$ 10,338	\$ 192,056	\$ 10,338	\$ 10,338	\$ 254,538	\$ 10,340	\$ 10,340	\$ 10,340	\$ 10,339	\$ 549,981
Gas Purchase Program	\$ 7,001	\$ 7,001	\$ 7,001	\$ 7,001	\$ 7,001	\$ 7,001	\$ 7,000	\$ 7,001	\$ 7,001	\$ 7,001	\$ 6,999	\$ 7,000	\$ 84,008
Pass-Thru Costs	\$ 103,930	\$ 104,424	\$ 112,634	\$ 103,540	\$ 114,092	\$ 103,672	\$ 103,751	\$ 103,795	\$ 116,800	\$ 108,192	\$ 110,077	\$ 115,655	\$ 1,300,562
Miscellaneous / Other	\$ 15,644	\$	\$	\$	\$	\$	\$	\$ 271,066	\$	\$	\$	\$	\$ 286,710
Working Capital Deposit Adjustment	\$ 410,122	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 410,122
Subtotal Management Services	\$ 1,752,494	\$ 1,326,222	\$ 1,334,432	\$ 1,347,366	\$ 1,539,636	\$ 1,347,498	\$ 1,347,567	\$ 1,862,887	\$ 1,360,628	\$ 1,827,019	\$ 1,353,903	\$ 1,375,562	\$ 17,775,214
TOTAL ANNUAL ACTUAL COST													
	\$ 25,445,433	\$ 27,906,052	\$ 26,437,787	\$ 27,446,977	\$ 30,485,022	\$ 29,790,586	\$ 29,731,433	\$ 27,137,616	\$ 28,465,072	\$ 29,871,659	\$ 31,523,311	\$ 29,752,515	\$ 343,993,462
LESS: THIRD PARTY REVENUE, CREDITS AND TRANSFERS													
Ancillary Services Revenue													
	\$ -3,553,766	\$ -3,645,764	\$ -2,582,771	\$ -1,825,270	\$ -2,474,782	\$ -1,587,512	\$ -1,869,805	\$ -1,350,481	\$ -1,559,938	\$ -1,563,324	\$ -1,410,357	\$ -3,177,294	\$ -26,601,065
Market Sales	\$ -667,195	\$ -654,325	\$ -617,330	\$ -572,676	\$ -563,445	\$ -679,850	\$ -1,022,979	\$ -921,888	\$ -685,522	\$ -542,441	\$ -636,810	\$ -987,291	\$ -8,551,752
Western O&M Credit	\$ -1,237,313	\$ -1,223,623	\$ -1,194,157	\$ -376,890	\$ -395,682	\$ -395,565	\$ -395,505	\$ -395,427	\$ -396,048	\$ -1,186,573	\$ -1,186,542	\$ -1,186,283	\$ -9,569,708
Net transfer (to) from GOR	\$	\$	\$	\$	\$	\$	\$ 49,833	\$ 49,833	\$ 49,833	\$	\$	\$	\$ 149,459
GHG Allowance Collections	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ -1,038,570	\$	\$ -1,038,570
Other Revenue Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Displacement Revenue	\$ -56,377	\$ -29,822	\$ -29,923	\$ -13,456	\$	\$	\$	\$	\$	\$ -368	\$ -10,299	\$ -252,424	\$ -392,669
Subtotal Third Party Revenue, Credits and Transfers	\$ -5,514,652	\$ -5,553,535	\$ -4,424,181	\$ -2,788,392	\$ -3,433,909	\$ -2,662,927	\$ -3,238,456	\$ -2,617,962	\$ -2,591,675	\$ -3,292,706	\$ -4,282,578	\$ -5,603,292	\$ -46,004,265
NET ANNUAL ACTUAL COST													
	\$ 19,930,781	\$ 22,352,517	\$ 22,013,606	\$ 24,658,585	\$ 27,051,112	\$ 27,127,659	\$ 26,492,977	\$ 24,519,654	\$ 25,873,397	\$ 26,578,953	\$ 27,240,732	\$ 24,149,223	\$ 297,989,198

NCPA Fiscal Year 2015 Settlement Summary - Actual Cost for NCPA													
IDENTIFIER	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total \$
GENERATION RESOURCES													
NCPA Plants													
Hydroelectric	\$ 2,981,137	\$ 3,060,768	\$ 3,135,397	\$ 2,772,682	\$ 3,285,039	\$ 3,170,649	\$ 3,323,703	\$ 2,683,739	\$ 3,228,702	\$ 3,243,492	\$ 2,969,446	\$ 2,753,763	\$ 36,608,575
Geothermal	\$ -977,175	\$ -855,290	\$ -724,543	\$ -901,628	\$ -820,884	\$ -289,384	\$ -86,566	\$ 337,732	\$ 175,483	\$ 363,273	\$ 18,882	\$ 30	\$ -3,760,071
Combustion Turbine No. 1	\$ 253,545	\$ 204,992	\$ 248,908	\$ 254,130	\$ 263,211	\$ 273,270	\$ 265,474	\$ 279,535	\$ 265,434	\$ 259,979	\$ 262,934	\$ 140,267	\$ 2,971,681
Combustion Turbine No. 2 (STIG)	\$ 673,747	\$ 667,910	\$ 670,051	\$ 688,225	\$ 669,973	\$ 662,482	\$ 693,273	\$ 660,127	\$ 650,887	\$ 668,678	\$ 666,703	\$ 631,563	\$ 8,003,619
LEC	\$ 2,034,001	\$ 3,231,197	\$ 2,091,494	\$ 1,508,791	\$ 2,722,942	\$ 2,518,688	\$ 2,048,613	\$ 2,507,515	\$ 2,267,395	\$ 2,064,624	\$ 3,002,503	\$ 2,185,158	\$ 28,182,922
Net Market Power Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Member Resources	\$ 3,200,327	\$ 3,687,509	\$ 4,342,218	\$ 4,920,679	\$ 4,938,243	\$ 5,165,360	\$ 4,025,127	\$ 3,537,148	\$ 3,399,955	\$ 2,448,094	\$ 2,866,528	\$ 2,315,382	\$ 44,846,570
Member Contracts - Gas	\$ 483,631	\$ 483,631	\$ 468,030	\$ 474,316	\$ 493,125	\$ 509,562	\$ 618,682	\$ 501,914	\$ 555,690	\$ 319,800	\$ 330,460	\$ 408,900	\$ 5,647,742
Member Generation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NCPA Contracts	\$ 1,183,382	\$ 1,344,001	\$ 1,279,448	\$ 1,663,814	\$ 2,630,615	\$ 2,909,280	\$ 2,534,953	\$ 2,481,595	\$ 2,582,926	\$ 2,016,460	\$ 1,467,345	\$ 1,453,417	\$ 23,547,216
Market Purchases	\$ 140,309	\$ 372,230	\$ 198,254	\$ 445,004	\$ 502,938	\$ 451,158	\$ 75,486	\$	\$ 212,682	\$ 175,867	\$ 544,977	\$ 620,405	\$ 3,739,311
Western Resource	\$ 3,510,200	\$ 3,470,938	\$ 3,013,538	\$ 1,314,836	\$ 1,328,685	\$ 866,889	\$ 1,568,378	\$ 1,566,603	\$ 1,567,093	\$ 3,372,413	\$ 3,372,789	\$ 3,372,402	\$ 28,324,765
Pool Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Resources	\$ 68,646	\$ 68,467	\$ 63,600	\$ 58,120	\$ 55,098	\$ 69,456	\$ 71,167	\$ 70,342	\$ 90,588	\$ 89,438	\$ 90,870	\$ 76,387	\$ 872,179
ISO Load Aggregation Costs	\$ 1,939,152	\$ 2,519,354	\$ 3,418,946	\$ 5,734,043	\$ 5,260,122	\$ 5,350,783	\$ 6,882,266	\$ 4,551,161	\$ 4,785,771	\$ 4,984,824	\$ 5,540,540	\$ 4,581,261	\$ 55,548,223
GHG Allowance Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1,405,370	\$	\$ 1,405,370
Subtotal Generation Resources	\$ 15,490,901	\$ 18,255,707	\$ 18,205,342	\$ 18,933,010	\$ 21,329,107	\$ 21,658,175	\$ 22,020,556	\$ 19,177,410	\$ 19,782,608	\$ 20,006,939	\$ 22,539,348	\$ 18,538,938	\$ 235,938,041
TRANSMISSION													
Independent System Operator													
ISO Load Costs	\$ 7,847,649	\$ 7,498,028	\$ 6,638,711	\$ 6,899,050	\$ 6,918,869	\$ 6,289,470	\$ 6,263,557	\$ 5,886,512	\$ 7,450,118	\$ 8,024,795	\$ 7,390,723	\$ 10,599,131	\$ 87,706,613
NCPA Charges	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ISO [Manual] Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ -850,569	\$ -850,569
Subtotal Transmission	\$ 7,847,649	\$ 7,498,028	\$ 6,638,711	\$ 6,899,050	\$ 6,918,869	\$ 6,289,470	\$ 6,263,557	\$ 5,886,512	\$ 7,450,118	\$ 8,024,795	\$ 7,390,723	\$ 9,748,562	\$ 86,856,044
MANAGEMENT SERVICES													
Legislative & Regulatory													
Legislative Representation	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 93,884	\$ 1,126,607
Regulatory Representation	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 36,773	\$ 441,276
Western Representation	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 52,235	\$ 626,824
Member Support Services	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
JPA Assessment	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 101,464	\$ 1,217,570
Judicial Action	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 67,276	\$ 807,312
Power Management													
SCALD, Energy Risk Mgmt & Settlements	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 669,774	\$ 8,037,286
Green Power Project	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 52,495
Market Power Purchase Project	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 40,833	\$ 489,998
Gas Purchase Program	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 68,523
Pass-Thru Costs	\$ 109,479	\$ 109,058	\$ 109,108	\$ 109,090	\$ 109,391	\$ 109,223	\$ 109,305	\$ 109,346	\$ 109,147	\$ 109,380	\$ 109,106	\$ 126,841	\$ 1,328,472
Miscellaneous / Other	\$ 15,644	\$	\$	\$	\$	\$	\$	\$ 271,066	\$	\$	\$	\$	\$ 286,710
Working Capital Deposit Adjustment	\$ 410,122	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 410,122
Subtotal Management Services	\$ 1,607,569	\$ 1,181,382	\$ 1,181,432	\$ 1,181,414	\$ 1,181,715	\$ 1,181,547	\$ 1,181,629	\$ 1,452,736	\$ 1,181,471	\$ 1,181,704	\$ 1,181,430	\$ 1,199,165	\$ 14,893,195
TOTAL ANNUAL ACTUAL COST													
	\$ 24,946,119	\$ 26,935,117	\$ 26,025,485	\$ 27,013,474	\$ 29,429,691	\$ 29,129,192	\$ 29,465,742	\$ 26,516,658	\$ 28,414,197	\$ 29,213,438	\$ 31,111,501	\$ 29,486,665	\$ 337,687,280
LESS: THIRD PARTY REVENUE, CREDITS AND TRANSFERS													
Ancillary Services Revenue													
	\$ -3,553,766	\$ -3,645,764	\$ -2,582,771	\$ -1,825,270	\$ -2,474,782	\$ -1,587,512	\$ -1,869,805	\$ -1,350,481	\$ -1,559,938	\$ -1,563,324	\$ -1,410,357	\$ -3,177,294	\$ -26,601,065
Market Sales	\$ -667,195	\$ -664,325	\$ -617,330	\$ -572,676	\$ -563,445	\$ -679,850	\$ -1,022,979	\$ -921,888	\$ -685,522	\$ -542,441	\$ -636,810	\$ -987,291	\$ -8,551,752
Western O&M Credit	\$ -1,237,313	\$ -1,223,623	\$ -1,194,157	\$ -376,990	\$ -395,682	\$ -395,565	\$ -395,505	\$ -395,427	\$ -396,048	\$ -1,186,573	\$ -1,186,542	\$ -1,186,283	\$ -9,569,708
Net transfer (to) from GOR	\$	\$	\$	\$	\$	\$	\$ 49,833	\$ 49,833	\$ 49,833	\$	\$	\$	\$ 149,499
GHG Allowance Collections	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ -1,038,570	\$	\$ -1,038,570
Other Revenue Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Displacement Revenue	\$ -56,377	\$ -29,822	\$ -29,923	\$ -13,456	\$	\$	\$	\$	\$	\$ -368	\$ -10,299	\$ -252,424	\$ -392,669
Subtotal Third Party Revenue, Credits and Transfers	\$ -5,514,652	\$ -5,553,535	\$ -4,424,181	\$ -2,788,392	\$ -3,433,809	\$ -2,662,927	\$ -3,238,456	\$ -2,617,962	\$ -2,591,675	\$ -3,292,706	\$ -4,282,578	\$ -5,603,292	\$ -46,004,265
NET ANNUAL ACTUAL COST													
	\$ 19,431,467	\$ 21,381,582	\$ 21,601,305	\$ 24,225,082	\$ 25,995,782	\$ 26,466,265	\$ 26,227,286	\$ 23,898,696	\$ 25,822,522	\$ 25,920,733	\$ 26,828,923	\$ 23,883,373	\$ 291,683,014

NCPA Fiscal Year 2015 Settlement Summary - Refund(Charge) for NCPA													
IDENTIFIER	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total \$
GENERATION RESOURCES													
NCPA Plants													
Hydroelectric	\$ 270,674	\$ 270,674	\$ 270,674	\$ 270,674	\$ 270,674	\$ 270,674	\$ 207,398	\$ 270,671	\$ 270,674	\$ 270,675	\$ 270,672	\$ 270,674	\$ 3,184,808
Geothermal	\$ 168,714	\$ 169,906	\$ 169,121	\$ 164,407	\$ 165,513	\$ 174,719	\$ 149,751	\$ 164,767	\$ 59,062	\$ 160,371	\$ 167,050	\$ 169,398	\$ 1,882,779
Combustion Turbine No. 1	\$ -28,864	\$ -28,330	\$ -28,606	\$ -28,181	\$ -26,709	\$ -28,328	\$ -28,284	\$ -29,329	\$ -26,812	\$ -27,156	\$ -27,399	\$ -31,531	\$ -339,527
Combustion Turbine No. 2 (STIG)	\$ -11,579	\$ 82,547	\$ -2,005	\$ -18,102	\$ -6,836	\$ -12,801	\$ -19,035	\$ -11,152	\$ -6,835	\$ -12,312	\$ -6,832	\$ -31,420	\$ -56,360
LEC	\$ -44,557	\$ 331,298	\$ -149,883	\$ -121,247	\$ 294,767	\$ 91,180	\$ -210,077	\$ -184,150	\$ -424,371	\$ -378,672	\$ -164,155	\$ -287,669	\$ -1,247,536
Net Market Power Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Member Resources	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Member Contracts - Gas	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Member Generation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NCPA Contracts	\$ 1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1
Market Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Western Resource	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pool Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Resources	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ISO Load Aggregation Costs	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GHG Allowance Purchases	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Generation Resources	\$ 354,389	\$ 826,095	\$ 259,302	\$ 267,551	\$ 697,410	\$ 495,443	\$ 99,753	\$ 210,807	\$ -128,282	\$ 12,906	\$ 239,336	\$ 89,453	\$ 3,424,164
TRANSMISSION													
Independent System Operator													
ISO Load Costs	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NCPA Charges	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ISO [Manual] Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Transmission	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MANAGEMENT SERVICES													
Legislative & Regulatory													
Legislative Representation	\$ 17,157	\$ 17,157	\$ 17,157	\$ 17,157	\$ 17,157	\$ 17,157	\$ 17,157	\$ 17,156	\$ 17,157	\$ 17,158	\$ 17,158	\$ 17,157	\$ 205,886
Regulatory Representation	\$ 8,935	\$ 8,935	\$ 8,935	\$ 8,935	\$ 8,935	\$ 8,935	\$ 8,933	\$ 8,936	\$ 8,937	\$ 8,936	\$ 8,938	\$ 8,937	\$ 107,227
Western Representation	\$ 3,440	\$ 3,440	\$ 3,440	\$ 25,468	\$ 25,468	\$ 25,468	\$ 25,465	\$ 25,468	\$ 25,468	\$ 25,468	\$ 25,468	\$ 25,468	\$ 239,525
Member Support Services	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
JPA Assessment	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$	\$	\$ -2	\$ -3	\$ -3	\$ 2
Judicial Action	\$ -19,359	\$ -19,359	\$ -19,359	\$ -19,359	\$ -19,359	\$ -19,359	\$ -19,360	\$ -19,358	\$ -19,359	\$ 455,640	\$ -19,361	\$ -3,279	\$ 258,769
Power Management													
SCALD, Energy Risk Mgmt & Settlements	\$ 169,273	\$ 168,273	\$ 168,273	\$ 168,273	\$ 168,273	\$ 168,273	\$ 168,273	\$ 168,275	\$ 168,274	\$ 168,276	\$ 168,277	\$ 168,278	\$ 2,020,293
Green Power Project	\$ 230	\$ 230	\$ 230	\$ 230	\$ 230	\$ 230	\$ 229	\$ 229	\$ 229	\$ 229	\$ 229	\$ 229	\$ 2,759
Market Power Purchase Project	\$ -30,495	\$ -30,495	\$ -30,495	\$ -30,495	\$ 151,223	\$ -30,495	\$ -30,495	\$ 213,705	\$ -30,493	\$ -30,493	\$ -30,493	\$ -30,494	\$ 59,983
Gas Purchase Program	\$ 1,291	\$ 1,291	\$ 1,291	\$ 1,291	\$ 1,291	\$ 1,291	\$ 1,290	\$ 1,291	\$ 1,291	\$ 1,291	\$ 1,289	\$ 1,286	\$ 15,485
Pass-Thru Costs	\$ -5,549	\$ -4,634	\$ 3,526	\$ -5,550	\$ 4,701	\$ -5,551	\$ -5,554	\$ -5,551	\$ 7,653	\$ -1,188	\$ 971	\$ -11,186	\$ -27,910
Miscellaneous / Other	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Working Capital Deposit Adjustment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Management Services	\$ 144,925	\$ 144,840	\$ 153,000	\$ 165,952	\$ 357,921	\$ 165,951	\$ 165,938	\$ 410,151	\$ 179,157	\$ 645,315	\$ 172,473	\$ 176,397	\$ 2,882,019
TOTAL ANNUAL ACTUAL COST	\$ 499,314	\$ 970,935	\$ 412,301	\$ 433,503	\$ 1,055,331	\$ 661,394	\$ 265,691	\$ 620,958	\$ 50,875	\$ 658,221	\$ 411,810	\$ 265,850	\$ 6,306,183
LESS: THIRD PARTY REVENUE, CREDITS AND TRANSFERS													
Ancillary Services Revenue													
Market Sales	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Western O&M Credit	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net transfer (to) from GOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GHG Allowance Collections	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Revenue Adjustments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Displacement Revenue	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Third Party Revenue, Credits and Transfers	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NET ANNUAL ACTUAL COST	\$ 499,314	\$ 970,935	\$ 412,301	\$ 433,503	\$ 1,055,331	\$ 661,394	\$ 265,691	\$ 620,958	\$ 50,875	\$ 658,221	\$ 411,810	\$ 265,850	\$ 6,306,183



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO. 22

Date: January 21, 2016
To: NCPA Commission
Subject: Amendment to Appendix E of the Amended and Restated Scheduling Coordination Program Agreement

Background

The Amended and Restated Scheduling Coordination Program Agreement ("SCPA") is the agreement under which Northern California Power Agency ("NCPA") provides Scheduling Coordination Services to Members who are signatory to the SCPA (herein after referred to as the "Participants"). Appendix E of the SCPA contains a list of the generating resources that are scheduled by NCPA pursuant to the terms and conditions of the SCPA.

Issue

Pursuant to Section 14.5.1 of the SCPA, a Participant may request for NCPA to provide Scheduling Coordination Services for a resource that is not currently scheduled by NCPA. Pending a formal Participant request for NCPA to schedule a new resource, and NCPA's acceptance of such obligations, the new Resource is to be listed in Appendix E of the SCPA.

The City of Palo Alto has submitted a formal request for NCPA to provide Scheduling Coordination Services for two (2) new solar resources, specifically: (i) EE Kettleman Solar (Resource ID: EEKTMN_6_SOLAR1), and (ii) Hayworth Solar Farm (Resource ID: LAMONT_1_SOLAR4). As a result of Palo Alto's request, and NCPA's acceptance of such request, Appendix E of the SCPA needs to be updated to include these two (2) new resources.

An amended Appendix E of the SCPA, which includes the two (2) new generating resources as described herein, is attached to this staff report for your reference.

Process

Pursuant to Section 17.6.2 of the SCPA, amendments to any of the appendices of the agreement shall take effect after being approved by the Commission, and does not require approval of the individual Participants' governing bodies.

Fiscal Impact

Costs associated with administering the SCPA, including amending the appendices of the agreement, are including in the FY 2016 annual budget. All costs associated with NCPA's provision of Scheduling Coordination Services to the two (2) new resources are determined and allocated through the annual budget process.

Environmental Analysis

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

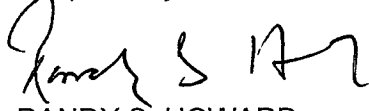
Committee Review

The recommendation below was reviewed by the Facilities Committee on January 6, 2016 and was recommended for Commission approval.

Recommendation

NCPA staff recommends that the Commission approve an amendment to Appendix E of the Amended and Restated Scheduling Coordination Program Agreement, to add the following two (2) generating resources to the list of resources that take Scheduling Coordination Services from NCPA: (i) EE Kettleman Solar (Resource ID: EEKTMN_6_SOLAR1), and (ii) Hayworth Solar Farm (Resource ID: LAMONT_1_SOLAR4).

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



TONY ZIMMER
Supervisor, Industry Restructuring
and Interconnection Affairs

Attachments (2)

RESOLUTION 16-08

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AMENDMENT TO APPENDIX E OF THE AMENDED AND RESTATED SCHEDULING COORDINATION PROGRAM AGREEMENT

(reference Staff Report #111:16)

WHEREAS, the Amended and Restated Scheduling Coordination Program Agreement ("SCPA") is the agreement under which Northern California Power Agency ("NCPA") provides Scheduling Coordination Services to Members who are signatory to the SCPA (herein after referred to as the "Participants"); and

WHEREAS, Appendix E of the SCPA contains a list of the generating resources that are scheduled by NCPA pursuant to the terms and conditions of the SCPA; and

WHEREAS, pursuant to Section 14.5.1 of the SCPA, a Participant may request for NCPA to provide Scheduling Coordination Services for a resource that is not currently scheduled by NCPA, and pending a formal Participant request for NCPA to schedule a new resource, and NCPA's acceptance of such obligations, the new Resource is to be listed in Appendix E of the SCPA; and

WHEREAS, the City of Palo Alto has submitted a formal request for NCPA to provide Scheduling Coordination Services for two (2) new solar resources, specifically: (i) EE Kettleman Solar (Resource ID: EEKTMN_6_SOLAR1), and (ii) Hayworth Solar Farm (Resource ID: LAMONT_1_SOLAR4); and

WHEREAS, as a result of Palo Alto's request, and NCPA's acceptance of such request, Appendix E of the SCPA needs to be updated to include these two (2) new resources; and

WHEREAS, pursuant to Section 17.6.2 of the SCPA, amendments to any of the appendices of the agreement shall take effect after being approved by the Commission, and does not require approval of the individual Participants' governing bodies; and

WHEREAS, costs associated with administering the SCPA, including amending the appendices of the agreement, are including in the FY 2016 annual budget, and all costs associated with NCPA's provision of Scheduling Coordination Services to the two (2) new resources are determined and allocated through the annual budget process; 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

WHEREAS, the recommendation below was reviewed by the Facilities Committee on January 6, 2016 and was recommended for Commission approval; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves an amendment to Appendix E of the Amended and Restated Scheduling Coordination Program Agreement, to add the following two (2) generating resources to the list of resources that take Scheduling Coordination Services from NCPA: (i) EE Kettleman Solar (Resource ID: EEKTMN_6_SOLAR1), and (ii) Hayworth Solar Farm (Resource ID: LAMONT_1_SOLAR4).

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

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 23

Date: January 21, 2016
To: NCPA Commission
Subject: Align Vacation Leave Policy Language with 2016 - 2018 MOU language

Background

In December 2015, the Commission approved NCPA's two new Memorandum of Understanding (MOU)'s; one with IBEW 1245 and one with the Hydroelectric Employees Association. Under these new MOU's, NCPA agreed to raise the vacation accrual cap from two times the employee's annual accrual level (maximum 320 hours) to two and one-half times the annual accrual level (maximum 400 hours). The current language in NCPA's Personnel Policy and Procedure Manual, Section 406.3 (Vacation Leave) needs revision to align with the negotiated change to the MOU's.

As such, staff is requesting the Commission authorize changes to the language in NCPA's Personnel Policies and Procedures Manual Section 406.3 Vacation Leave to bring the language into alignment with the recently negotiated MOU terms. In addition, to simplify payroll administration, NCPA is requesting approval to raise the vacation accrual cap for Unrepresented employees to this same level.

The proposed policy language changes are shown in the attached document.

Fiscal Impact

There is no fiscal impact associated with this change as NCPA is not proposing to modify the rate at which employees earn vacation time. However, employees may as a result delay when they choose to use their earned vacation.

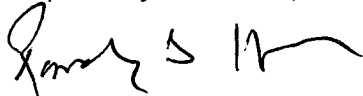
Environmental Analysis

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.

Recommendation

Staff requests the Commission adopt the proposed changes to the language in Section 406.3 of NCPA's Personnel Policies and Procedures Manual. In addition, Staff requests that the Commission authorize an increase in the vacation accrual cap for Unrepresented employees to two and one-half times the annual accrual level.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Prepared by:



VICKI L. CICHOCKI
Human Resources Manager

Attachment:

- Resolution 16-09
- Section 406.3 Vacation Leave

RESOLUTION 16-09

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVE VACATION ACCRUAL CAP INCREASE AND CHANGE TO NCPA
PERSONNEL POLICY AND PROCEDURE MANUAL SECTION 406.3 VACATION LEAVE

(reference Staff Report #112:16)

WHEREAS, the governing body of the Northern California Power Agency (NCPA) approved new Memorandum of Understanding (MOU)'s with IBEW 1245 and with the Hydroelectric Employees Association in December 2015; and

WHEREAS, the language in NCPA's Personnel Policy and Procedure Manual, Section 406.3 Vacation Leave needs revision to align with the negotiated annual vacation accrual cap under these MOU's; and

WHEREAS, the Commission has reviewed the proposed policy language changes and recommends adopting these changes; 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

WHEREAS, the Commission desires to streamline payroll administration of NCPA employees' vacation leave balances; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the language revisions to Section 406.3 of the NCPA Personnel Policy and Procedure Manual and authorizes an increase in the annual vacation accrual cap for Unrepresented employees to two and one-half times the annual accrual rate; and

BE IT FURTHER RESOLVED the Human Resources Manager and Treasurer-Controller are authorized to do and cause to be done any and all acts and things necessary or proper to carry out the changes authorized by this Resolution.

PASSED, ADOPTED and APPROVED this ____ day of _____ 2016, by the following vote on roll call:

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

406.3 Vacation Leave

Accrual of Vacation

Annual accrual of vacation is as follows:

Years of Service	Hours accrued per year	8 Hour Days per year
0 – 4	80	10
5 – 8	120	15
9+	160	20

Holidays During Vacation

Any holiday occurring during a scheduled vacation shall be considered a holiday and not vacation.

Maximum Accrual: Deferral of Vacation Leave

Employees may only accrue up to a maximum of two and one-half times the annual accrual level for which the employee is eligible. For example, an employee with less than four years of service with the Agency may accrue a maximum of twenty-five (250) vacation days or two one hundred sixty (200) hours of vacation. If the employee does not take vacation when the maximum accrual is reached, the employee will not accrue any additional vacation. Employees are cautioned to monitor their accrued vacation hours to ensure they do not reach the maximum allowable limit for which they are eligible.

Under extraordinary circumstances, and upon written request to the General Manager, the General Manager may approve temporary vacation accruals in excess of these limits.

Vacation Sell Back

Subject to management approval, all regular employees may sell back up to one hundred twenty (120) hours of unused, accrued vacation once in a calendar year provided that they maintain a minimum balance of eighty (80) vacation hours and they have taken at least forty (40) hours of vacation, compensating time off or additional paid leave (Policy 403.11) in the last twelve months. When employees "sell back" vacation hours, they shall be paid for those vacation hours in a lump sum.

Scheduling Vacation

Vacations must be scheduled in advance and be approved in advance by the Manager. The notice to your Manager should be at least equal to the time off requested or as determined by your Manager.

Voluntary Vacation Transfer

Employees may voluntarily transfer vacation to an employee experiencing a medical emergency, including a serious health condition of a family member, who has exhausted all accrued leave time in order to cover the employee's absence from work. See Human Resources for details.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 24

Date: January 21, 2016
To: NCPA Commission
Subject: Letter Agreement to Award Additional Paid Administrative Leave for Calendar Year 2016

Background

The General Manager's Employment Agreement stipulates that the Executive Committee will conduct an annual performance planning and evaluation process with the General Manager in October of each year or as otherwise agreed upon by the General Manager and the Executive Committee. In addition, the Employment Agreement states the Executive Committee shall report to the Commission regarding the General Manager's performance plan and performance evaluation, including any recommended changes to the General Manager's annual salary or benefits. The Executive Committee report shall also include performance based goals for the upcoming year and may include provisions for the payment of a bonus for the General Manager for meeting such goals. Any proposed changes to the General Manager's Employment Agreement must be reviewed and approved by the Commission in open session.

The Executive Committee has completed its review of the General Manager's performance for 2015. The Executive Committee is generally pleased with the General Manager's performance and in lieu of a salary adjustment recommends providing him with forty (40) additional hours of administrative leave or paid time off to be taken in 2016. The additional forty (40) hours may not be cashed out and will be forfeited if not used. It is proposed that the NCPA Commission Chairperson be authorized to provide a letter to the General Manager evidencing this award of additional administrative leave. The additional leave award would not be precedential in nature and does not reflect any grant of leave for years following 2016.

The Executive Committee has also completed its review of the General Manager's 2016 goals and submits them for review by the Commission.

Fiscal Impact

There is no fiscal impact due to the change in the General Manager's additional hours of paid time off in 2016. The costs associated with the additional paid time off are included in the budget for the current fiscal year.

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.

Recommendation

The Executive Committee recommends the Commission approve the General Manager's 2016 performance goals. In addition, the Executive Committee recommends that the Commission adopt a resolution authorizing the Chair of the Commission to provide the General Manager a letter granting forty (40) hours of additional paid administrative leave that may not be cashed out for use in 2016.

Respectfully submitted,



CAROL GARCIA
Chairperson

Prepared by:



VICKI L. CICHOCKI
Human Resources Manager

Attachments:

- Resolution 16-07
- General Manager's 2016 Goals

RESOLUTION 16-07

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GENERAL MANAGER'S 2016 PERFORMANCE PLAN AND A LETTER AMENDMENT TO THE GENERAL MANAGER'S EMPLOYMENT AGREEMENT

(Reference Staff Report #110: 16)

WHEREAS, the governing body of the Northern California Power Agency (NCPA) has the authority to approve the General Manager's performance plan and changes to the General Manager's Employment Agreement; and

WHEREAS, Randy S. Howard was retained as the NCPA General Manager on January 31, 2015, under the terms of an employment agreement dated December 4, 2014, which was negotiated by the Executive Committee and approved by the Commission; and

WHEREAS, said employment agreement provided for the compensation to be paid to Randy S. Howard as General Manager and further delegated to the Executive Committee the responsibility for annually reviewing the performance of the General Manager and determining the adequacy of his compensation; and

WHEREAS, the Executive Committee has reviewed the General Manager's performance, and compensation and has recommended a letter amendment to the General Manager's employment agreement to provide him with forty(40) additional hours of paid time off to be taken in 2016 which may not be cashed out and will be forfeited if used; and

WHEREAS, the Executive Committee has reviewed the General Manager's performance goals for 2016 and recommends the Commission adopt these goals; and

NOW, THEREFORE BE IT RESOLVED that the governing body of the Northern California Power Agency approves the General Manager's 2016 performance goals and authorizes the Chair of the Executive Committee to write a letter amendment to the General Manager's employment agreement as set forth above; and

FURTHER BE IT RESOLVED that the Commission of the Northern California Power Agency authorizes the Chair of the Executive Committee and the Human Resources Manager to execute and deliver any and all documents and to do and cause to be done any and all acts and things necessary or proper for carrying out the letter amendment to the General Manager's employment agreement authorized by this Resolution.

PASSED, ADOPTED and APPROVED this ____ day of _____ 2016, by the following vote on roll call:

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

General Manager
Performance
Goals

2016

Goal 1	Operate the Agency Efficiently, Effectively, and Reliably	Accomplishments
A	Create/Maintain Member Value by Growing Revenue and Managing Costs	
	Thru the approved Strategic Plan pursue the development of Energy Services for entities that want to participate in NCPA service(s).	
	Action: Report on progress of entities that seek NCPA services and resulting revenue impacts.	Complete:
	Develop goals (GM/AGMs) that deliver costs and operational efficiencies for plant O&M and capital investment savings, renewable projects, L&R deployment, and employee productivity.	Status:
	Continue workforce development initiatives and focus efforts on a succession plan for the Agency (AGMs and key staff).	Status:
	Action: Report savings/efficiencies and plans to Executive Committee and Commission.	Status: Reports at Executive Committee and Commission meetings plus monthly BPR.
B	Continue to Bring Agency Internal Policies and Practices Up-to-Date	
	Action: Complete the update of the New Member Policy, Risk Management Guidelines, New Services Policy, Investment Policy, and Conflict of Interest Code.	Status:
C	Continue to Bring Agency Joint Action Agreements and Other Agency Agreements Up-to-Date	
	Action: Continue the work regarding the Power Management cost allocation model Complete the Support Service Agreements with Members and approved by Commission and Members by March.	Status:
D	Develop/Improve Joint Action and Membership Relationships	
	Expand communications and outreach to build/improve benefits of Joint Action within NCPA.	Status:
	Action: Report results and activities to Executive Committee and Commission periodically. Increase NCPA communication tools and allow Members greater access to NCPA documents.	Status: GM Updates/Reports at Executive and Commission

			meetings regularly.
E	Leading Culture of Compliance Agency		
	Continue to develop programs and processes that result in compliance to External (i.e., NERC, WECC, and CEC) and Internal (i.e., Personnel and Administration) policies/requirements.		Status: Report compliance items at each employee meeting monthly, and hold monthly CMOC meeting. Conducting self-audits.
	Action: Report results of NERC/WECC audits and CEC reporting requirements to the Commission.		Status:
Goal 2	Develop Implementation Activity that Leads the Regulatory Requirements of Environmental/GHG/Climate Change Initiatives		Accomplishments
A	Protect Local Decision Making: Work with state and federal legislative and regulatory agencies to minimize impacts on members. Build coalitions to better achieve Agency objectives.		Status:
	Action: Report on activities delivered to minimize cost impacts.		Status: Reported to Commission and L&R Committee –
B	NCPA continues to pursue renewable resource options that can present unique operating characteristics. NCPA Dispatch continues to research and develop the tools necessary to integrate renewable resources into the NCPA portfolio while operating the projects effectively, reliably, and within physical and regulatory constraints.		Status: Evaluating member RPS needs for compliance of 2020 goals, investigating plans for compliance.
	Action: Pursue cost effective renewable opportunities that bring local benefits to the Members. Also pursue a focus on Geothermal and Biomass opportunities. Pursue grants and subsidies that that assist in implementing these measures. Report on projects explored and delivered.		Status:
Goal 3	Operate and Add Value in Transporting Resources to the Members		Accomplishments
A	Expand coordination and cooperation with CAISO and FERC in operational and technical areas.		
	Action: Report on activities in these areas and resulting benefit to the Members. Form technical transmission working group to explore and pursue new market opportunities and cost reduction		Status: PM on an ongoing basis works with ISO, i.e.,

	efforts related to transmission.	new five minute scheduling, flexible capacity, and pricing issues in ancillary service markets.
B	Manage the complexity of CAISO Products, New Markets, and Settlements to provide value to NCPA members.	
	Action: Engage in the market design process and Develop necessary transaction tools that assist NCPA and its Members in gaining value for their assets. Report on activities in these areas and resulting benefit to the members.	Status: Developing new bid strategies to increase revenues in the real-time markets, to minimize congestion costs, and increase value of behind the meter generation.

Goal 4	Grow Revenue for the Agency	Accomplishments
A	<p>Action: Adopt Updated Agency Strategic Plan and included Goals when approved by Commission.</p> <p>Action: Bring in new/additional gross revenue for CY2016.</p>	<p>Status:</p>
Goal 5	Strategic Plan Goals	Accomplishments
A	<p>Attract, develop and retain professional, high quality staff.</p> <p>➤ Goal: To complete a benchmark survey of unrepresented staff compensation Human Resources, work with labor unions on reducing the costs and enhancing the benefits package.</p> <p>➤ Goal: Implement succession planning for key positions Engineers/HR/AGMs/GM; and others.</p> <p>➤ Goal: Use new technologies to enhance Human Resources record-keeping and programs. Implement workforce training management and record-keeping system.</p> <p>➤ Goal: Develop in-house and Member driven training curriculum that delivers quality and minimizes training expense.</p>	<p>Status: Plans to begin first half of CY16</p> <p>Status:</p> <p>Status: Moving to SharePoint for record-keeping.</p> <p>Status:</p>
B	<p>Maintain position as credible, solution-oriented coalition builder and leader in state and federal legislative and regulatory policy arenas.</p> <p>➤ Goal: Shape implementation of state RPS/GHG regulations to promote local decision making - Legislative & Regulatory Affairs;</p> <p>➤ Goal: Manage next round of GHG regulations to prevent negative impacts on NCPA and its members - Legislative & Regulatory Affairs;</p> <p>➤ Goal: Optimize value of Western resource in Delta Reform/State in-kind Contributions and CVPIA, pursue "pathway to proportionality" - Legislative & Regulatory Affairs.</p>	<p>Status:</p> <p>Status:</p> <p>Status:</p>

	<p>➤ Goal: Pursue additional Forest management funding, caps to utility fire insurance liability, biomass subsidies that count towards RPS goals, and additional fire-fighting funding - Legislative & Regulatory Affairs.</p>	Status:
C	<p>Develop and maintain diverse generation resource portfolio in accordance with renewable portfolio standard and capacity obligations.</p> <p>➤ Goal: Deliver cost-effective, clean, reliable generation; plant metrics in top quartile for performance and within budget - Generation Services;</p> <p>➤ Goal: Develop generation growth plan and pursue new projects in accordance with the plan (E.g. renewable projects or LEC2 for members and possibly non-members), pursue opportunity for procuring strategic steam or geothermal assets - Generation Services;</p> <p>➤ Goal: Develop an updated renewable procurement plan based on members' RPS procurement plans and the requirements of SB 350 and assist Members with new Integrate Resource Plan (IRP) obligations - Power Management.</p>	Status:
D	<p>Protect, utilize and build on the strengths and unique aspects of JPA structure to benefit NCPA's members.</p> <p>➤ Goal: Complete the Support Services Agreement and get governance approvals, automate the support services process, and seek additional opportunities with SCPA - All;</p> <p>➤ Goal: Review the legal structures of the three Corporations that involve NCPA and its Members - General Manager;</p> <p>➤ Goal: Explore supporting a new Generation Working Group and supporting the Transmission and Distribution Superintendents Group - General Manager and AGMs;</p> <p>➤ Goal: Review Commission and Committee process, effectiveness and structure then report findings to Commission - General Manager and AGMs;</p> <p>➤ Goal: Develop new technology to share information and communicate with members (Extranet) - Administrative Services.</p>	Status:

E	Develop/maintain strategies to control costs and minimize risks while maximizing the value of assets.		
	➤ Goal: Review internal policies and procedures and bring up-to-date as determined necessary - Admin Services/Power Management/General Manager/Generation Services;	Status:	
	➤ Goal: Ensure culture of compliance through annual training, regular communications with staff, periodic mock audits, and ensure all laws and regulations are adhered to (e.g., No NOV's, no fines, etc.) - General Manager;	Status:	
	➤ Goal: Coordinate MSSA signatories' efforts within all CAISO stakeholder processes to minimize size, scope and impact on members and projects - Power Management;	Status:	
	➤ Goal: Develop opportunities to optimize the utilization of the NCPA physical assets, such as conference rooms for training, siting additional generation or communication assets, - All;	Status:	
	➤ Goal: Study the opportunity to combine the natural gas assets and hedging strategy and look at longer-term hedging opportunities to reduce and/or stabilize supply and costs risks to member(s) – Power Management/Generation.	Status	
F	Grow new revenue and/or reduce member costs by exploring new members/participants and expansion of current services.		
	➤ Goal: Develop proposed criteria/attributes associated with pursuit and acceptance of new members - General Manager/Power Management;	Status:	
	➤ Goal: Explore criteria/develop proposed rules for provision of services to non-members - General Manager/Power Management;	Status:	
	➤ Goal: Explore opportunities to develop or potentially operate generation projects for non-members - General Manager/Generation Services;	Status:	
	➤ Goal: Explore/research development of NCPA services that will bring economies of scale necessary to provide value to Members - General Manager;	Status:	
	➤ Goal: Explore business model changes and prepare business plan(s) to deliver additional services to non-members/participants and non-traditional services to members - General Manager and AGMs;	Status:	
G	➤ Goal: Obtain Member and vendor feedback on value of NCPA services and desired services - General Manager.	Status:	
	Help articulate and promote the value of NCPA and public power utilities to member communities.		
	➤ Goal: Enhance member sustainability by coordinating best practices and assisting with the develop local communication tools and articles/publications - Legislative & Regulatory Affairs;	Status: basis.	

	➤ Goal: Continue a minimum annual individual Member meeting and seek opportunities to engage greater Member staff participation in offered committees and programs - General Manager/AGMs.	Status:
Goal 6	Special Projects or Unforeseen Events	Accomplishments
A	All NCPA Physical Facilities Implement the new security badging, physical hardening, and security monitoring recommendations. Action: Report progress to the Commission	Status:
	Investigate development options for installing incremental renewables and energy efficiency measures, including PV systems to reduce energy costs and on-site usage Action: Report progress on the investigation for all facilities	Status:
B	Legislative & Regulatory Affairs Program Action: Work within Agency and with Members for Commission to deliver a successful Legislative & Regulatory Program, including efforts to mitigate CVPIA costs Action: Report progress regularly to Legislative & Regulatory Affairs Committee	Status:
C	Enhance Internal Communications Activities Report agency activities and communications at Executive Committee	Status:
D	Monitor New 2016-18 Union Contracts Action: Report the two (2) bargaining unit activities with Executive Committee including efforts on reducing costs and/or enhancing benefits package	Status: