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Minutes – DRAFT

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: February 21, 2019, NCPA Commission Meeting

1. *Call Meeting to Order and Introductions*

Chair Roger Frith called the meeting to order at 9:30 am at NCPA's Roseville Office, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the January 17, 2019, Regular Commission Meeting, and the January 17, 2019, and February 7, 2019, Special Commission Meetings*

Motion: A motion was made by Mark Chandler and seconded by Jerry Serventi to approve the Minutes of the January 17, 2019, Regular Commission Meeting, and the January 17, 2019, and February 7, 2019, Special Commission Meetings. The motion carried unanimously on a voice vote of those members present.

PUBLIC FORUM

Chair Frith asked if any members of the public were present who would like to address the Commission on the agenda items. No members of the public were present.

REPORTS AND COMMITTEE UPDATES

3. *General Manager's Business Progress Report and Update*

General Manager Randy Howard reported:

- Spoke at the Sacramento Regional High School Science Bowl at Rancho Cordova High School. Good turnout of students.
- SCPA's Annual Conference is scheduled in Burbank on May 16. Randy was asked to be the Keynote Speaker at the Conference.
- Mentioned that during the month of March, NCPA staff are taking the, "31 Days Water Challenge." Staff is encouraged to drink 8 glasses of water a day. At the end of the Challenge, two participants from each NCPA location will win a prize.
- Met with the President of Sierra College to discuss the potential of an engineering/internship program with regards to the electric industry.
- NCPA passed the WECC Audit (CIPS Standards). Randy thanked staff for their efforts.

- Gave an update on Hometown Connections, Inc.: Board is scheduled to meet during the APPA Rally on February 25. Several JPAs have expressed an interest in joining HCI.
- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.

4. **Executive Committee**

Committee Chair Frith reported the Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel. The Committee also met in closed session. Not reportable action was taken in closed session.

5. **Facilities Committee**

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed items 13-22, 24, and 26 on today's agenda. The Committee did establish a quorum, and recommended Commission approval.

6. **Finance Committee**

Assistant General Manager Monty Hanks reported the Committee met once since the last Commission meeting. The Committee met and discussed items 12, 25 and 27 on today's agenda. The Committee recommended Commission approval on all items. The Committee also heard reports on the Long-Term Funding Plan for the NCPA Pension Program, Current Financial Market Conditions or Issues, and NCPA's Proposals for Letter of Credit Replacement. The next Committee meeting is scheduled on May 7, 2019.

7. **Legal Committee**

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee met and discussed NCPA's Non-Disclosure of Confidential Information and License to Use Intellectual Property, which is item 26 on today's agenda. The Committee recommended Commission approval. The Committee also met in closed session. No reportable action was taken in closed session.

8. **Legislative & Regulatory Affairs Committee**

Committee Chair Mark Chandler reported the Committee met once since the last Commission meeting. The Committee reviewed and recommended Commission approval of the Legislative & Regulatory Affairs FY 2020 Budget. The Committee also heard reports on Federal Legislative issues, the Federal Power Program, Wildfire Policy, State Legislative issues, Customer Programs, State and Federal Regulatory issues, and discussed upcoming NCPA conferences and events. The next Committee meeting is scheduled on April 24, 2019, at NCPA's office in Roseville.

Members' Announcements & Meeting Reporting

Pauline Roccucci, **Roseville**, announced that John Allard was appointed Mayor and NCPA's Commissioner, and Pauline will be the Alternate Commissioner.

Chair Roger Frith, **Biggs**, announced that the City of Biggs is celebrated its 115th year of being incorporated.

9. CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any member wished to pull an item or abstain from one or more items on the Consent Calendar.

No items were pulled from the Consent Calendar for discussion.

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

San Francisco BART, Gridley, Healdsburg, Lompoc, Redding, and Truckee Donner were absent.

10. ***NCPA's Financials for the Month Ended January 31, 2019*** – approval by all members.
11. ***Treasurer's Report for the Month Ended January 31, 2019*** – accept by all members.
12. ***December 31, 2018, Debt and Interest Rate Management Report*** – accept and file by all members the December 31, 2018, Debt and Interest Rate Management Report.
Fiscal Impact: The total projected savings over the life of the interest rate swaps was \$13.9 million at the inception of these agreements. Total projected savings through December 31, 2018, was \$6.3 million with actual results at \$10.7 million. The difference between expected savings and actual savings is due to "basis risk," or the difference between what NCPA pays on the variable rate bonds and the index rate used in the swap transaction. Total basis risk to date is positive, resulting in additional savings over those expected of \$4.4 million. Staff continues to monitor the potential for refinancing these bonds and terminating the swaps, however, the large mark-to-market payment due to Citibank, N.A. of over \$14.2 million (net) is making a potential refund not a feasible option at this time.
13. ***Resolution 19-14, Updates and Modifications to the Nexant Cost Allocation Model for FY2020*** – adopt resolution by all members approving the updates and modifications to the Nexant Model as proposed by staff in order to allocate budgeted costs to members for FY2020.

Fiscal Impact: The recommended adjustments will result in a change to all applicable Members' allocated share of Power Management costs by varying amounts. Table 2 of Appendix A provides indicative changes in allocated Nexant Power Management costs to members based on current FY2019 budget after applying updated determinants to the model in addition to the modifications described in items 1 and 2 as presented at the February 6, 2019, Facilities Committee meeting. Many of the Information Services software enhancements to the dispatch operations and associated scheduling and settlements applications performed over the past year have led to improved efficiencies throughout the Agency, which has essentially increased workload capacity. This has allowed Power Management to expand scheduling coordinator services to new customers, generating new revenue, to offset the Members' Nexant-related costs without adding new staff.
14. ***Resolution 19-15, North American Substation Services, LLC – Five Year Multi-Task General Services Agreement for Transformer Related Services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with North American Substation Services, LLC for transformer related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland abstained.

15. **Resolution 19-16, Fremouw Environmental Services, Inc. – Five Year Multi-Task General Services Agreement for Waste Removal Services; Applicable to the following projects: All NCPA Facility Locations** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Fremouw Environmental Services, Inc., for waste removal services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,000,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland and Shasta Lake abstained.

16. **Resolution 19-17, Valley Power Systems North, Inc. – Five Year Multi-Task General Services Agreement for fire pump maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Valley Power Systems North, Inc., for fire pump maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPAA”), or by SCPAA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland abstained.

17. **Resolution 19-18, Bayside Insulation & Construction, Inc. – Five Year Multi-Task General Services Agreement for Insulation Services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bayside Insulation & Construction, Inc., for insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPAA”), or by SCPAA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland abstained.

18. **Resolution 19-19, K.S. Dunbar & Associates, Inc. – Five Year Multi-Task Consulting Services Agreement for NEPA and CEQA Document Preparation and Consulting Services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with K.S. Dunbar & Associates, Inc., for NEPA and CEQA document preparation and consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPAA”), or by SCPAA Members.

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

19. **Resolution 19-20, Hart High-Voltage Apparatus Repair and Testing Co., Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Specialized Electrical Services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Hart High-Voltage Apparatus Repair and Testing Co., Inc., for specialized electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall increase the not to exceed amount from \$700,000 to \$2,700,000, for use at all facilities owned and/or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,700,000, to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

20. **Resolution 19-21, Brian Davis dba Northern Industrial Construction – First Amendment to Five Year Multi-Task General Services Agreement for welding, labor and materials for miscellaneous maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement for miscellaneous maintenance services, including but not limited to welding, labor, and materials, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall increase the not to exceed amount from \$1,000,000 to \$2,000,000, for use at any facilities owned and/or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,000,000, to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Palo Alto and Port of Oakland abstained.

21. **Resolution 19-22, Geothermal Resource Group – Five Year Multi-Task Consulting Services for assisting in development of new or production well workovers, interpretation of well analysis reports and supervision during drilling operations. Applicable to the following projects: NCPA Geothermal plant facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Geothermal Resource Group for assisting in development of new or production well workovers, interpretation of well analysis reports, and supervision during drilling operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at the NCPA Geothermal plant facility.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Palo Alto, Port of Oakland and Shasta Lake abstained.

22. **Resolution 19-23, Nick Barbieri Trucking, LLC dba Redwood Coast Fuels – Five Year Agreement for Purchase of Equipment, Materials and Supplies to provide delivery of fuels, oils, lubricants and other miscellaneous petroleum products; Applicable to the following projects: NCPA Geothermal plant facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into an Agreement for Purchase of Equipment, Materials and Supplies with Nick Barbieri Trucking, LLC dba Redwood Coast Fuels for the delivery of fuels,

oils, lubricants, and other miscellaneous petroleum products with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at the NCPA Geothermal plant facility.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,000,000 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland and Shasta Lake abstained.

23. **Resolution 19-24, Western Area Power Administration (WAPA) Letter of Agreement 19-SNR-02195** – adopt resolution by all members approving the Letter of Agreement 19-SNR-02195, including any non-substantive modifications approved by NCPA’s General Counsel, and authorize the General Manager of NCPA to execute Letter of Agreement 19-SNR-02195 on behalf of NCPA. **Fiscal Impact:** Pursuant to Letter of Agreement 19-SNR-02195, no later than 45 days after the execution of the settlement agreement, WAPA shall pay NCPA an amount of \$175,224.57 in the form of a credit on NCPA’s Base Resource power bill. The settlement credit received from WAPA will be allocated to the NCPA members’ whose Base Resource deliveries were curtailed on July 27, 2018.
24. **Resolution 19-25, The California Department of Water Resources (CDWR) Western System Power Pool (WSPP) Master Confirmation** – adopt resolution by all members approving the CDWR Contracting Package, including any non-substantive modifications approved by NCPA’s General Counsel, and authorize the General Manager of NCPA to execute the CDWR Contracting Package, on behalf of NCPA. **Fiscal Impact:** Work associated with review and development of the Contracting Package was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.
25. **Resolution 19-26, Appointment to the Finance Committee** – adopt resolution by all members ratifying the appointment of Eric Campbell, employee of the City of Roseville, as a member of the Finance Committee. **Fiscal Impact:** There is no direct fiscal impact as a result of this report.

DISCUSSION / ACTION ITEMS

26. **Resolution 19-10, Amended and Restated Agreement Regarding the Use and Non-Disclosure of Confidential Information and License to Use Intellectual Property** – adopt resolution by all members approving the Amended and Restated Agreement Regarding the Use and Non-Disclosure of Confidential Information and License to Use Intellectual Property (Amended and Restated NDA), including any non-substantive modifications approved by NCPA’s General Counsel, and authorize the General Manager of NCPA, acting on behalf of NCPA, to execute the Amended and Restated NDA upon execution by a Member or Customer. **Fiscal Impact:** Work associated with developing the Amended and Restated NDA was undertaken pursuant to approved NCPA budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

General Counsel Jane Luckhardt provided a background and explained that since the NDA was implemented, NCPA has developed additional tools and electronic media through which Confidential Information may be shared with Members and customers. In addition, NCPA has developed various software applications that are also available to Members and customer for their use. The NCPA Legal Committee reviewed the agreement and recommended Commission approval.

Motion: A motion was made by Mark Chandler, and seconded by Greg Scharff to adopt resolution approving the Amended and Restated Agreement Regarding the Use and Non-Disclosure of Confidential Information and License to Use Intellectual Property (Amended and Restated NDA), including any non-substantive modifications approved by NCPA's General Counsel, and authorize the General Manager of NCPA, acting on behalf of NCPA, to execute the Amended and Restated NDA upon execution by a Member or Customer. Motion carried by majority on a roll call vote of those members present.

San Francisco BART, Gridley, Healdsburg, Lompoc, Redding, and Truckee Donner were absent.

27. **Resolution 19-13, Authorizing and Approving the Issuance of up to \$58 Million Hydroelectric Project Number One Revenue Bonds, 2019 Refunding Series A (tax-exempt) and \$2 Million Hydroelectric Project Number One Revenue Bonds, 2019 Taxable Refunding Series B** – adopt resolution by all members authorizing and approving the issuance of up to \$58 million of fixed rate Hydroelectric Project Number One Revenue Bonds, 2019 Refunding Series A (tax-exempt) and up to \$2 million fixed rate Hydroelectric Project Number One Revenue Bonds, 2019 Refunding Series B (taxable) and delegates the General Manager and other NCPA officials the authority to execute related legal documents needed to issue these bonds.

Fiscal Impact: With the passage of SB 450, the following details of the refunding must be disclosed prior to authorization of the bonds. The numbers reflect rates as of January 25, 2019.

Estimated Amount of Proceeds:	\$49,636,516
Estimated True Interest Cost:	1.629%
Estimated Cost of Issuance:	\$247,223
Estimated Sum of Debt Service Payments:	\$51,531,642

Estimated NPV savings over the current debt service is approximately \$3.7 million or 7.05% of refunded bonds through final maturity in 2024. The estimated average annual debt service savings for a full bond year is over \$1.7 million.

Assistant General Manager Monty Hanks provided a background, reviewed the schedule and discussed the estimated saving of refunding the Hydroelectric Project Number One Revenue Bonds, 2019 Refunding Series A. The Finance Committee reviewed staffs recommendation and recommended Commission approval.

Motion: A motion was made by Greg Scharff and seconded by Mark Chandler to adopt resolution authorizing and approving the issuance of up to \$58 million of fixed rate Hydroelectric Project Number One Revenue Bonds, 2019 Refunding Series A (tax-exempt) and up to \$2 million fixed rate Hydroelectric Project Number One Revenue Bonds, 2019 Refunding Series B (taxable) and delegates the General Manager and other NCPA officials the authority to execute related legal documents needed to issue these bonds. Motion carried by majority on a roll call vote of those members present.

San Francisco BART, Gridley, Healdsburg, Lompoc, Redding, and Truckee Donner were absent. Port of Oakland and Shasta Lake abstained.

Non-essential Members and NCPA staff left the meeting for Closed Session Items 28 and 29 discussion.

CLOSED SESSION

28. **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.

29. **Conference with Legal Counsel** – Initiation of litigation pursuant to Government Code Section 54956.9 paragraph (4) of subdivision (d): three potential cases.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated there was no reportable action taken on Closed Session Items 28 and 29.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The February 21, 2019, Commission meeting was adjourned at 10:31 am.

Respectfully submitted,

ROGER FRITH
Commission Chair











Attachments

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

**Northern California Power Agency
Commission Meeting of February 21, 2019
COMMISSIONER
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PORT OF OAKLAND	
PLUMAS-SIERRA REC	
REDDING	
ROSEVILLE	
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART)	
SANTA CLARA	
SHASTA LAKE	
TRUCKEE DONNER	
UKIAH	



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: **February 21, 2019**

Consent Items Listed on the Agenda: # 10 to # 25

Consent Items Removed from the Agenda and Approved Separately:

∅

ROLL-CALL VOTE BY MEMBERS: (SUN/ALIA)

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART		Y	X
Biggs		Y	
Gridley		Y	X
Healdsburg		Y	X
Lodi		Y	
Lompoc		Y	X
Palo Alto	<u>20, 21</u>	Y	
Port of Oakland	<u>14-17, 20-22</u>	Y	
Redding		Y	X
Roseville		Y	
Santa Clara		Y	
Shasta Lake	<u>15, 21, 22</u>	Y	
Truckee Donner		Y	X
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST:

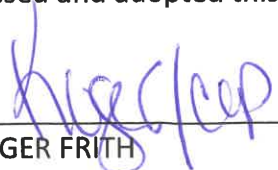
 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**


Topic: RESOLUTION 19-10

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

Passed and adopted this 21st day of February 2019, by the above vote on roll call.



 ROGER FRITH
 Commission Chair

ATTEST: 

 CARY A. PADGETT
 Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic:


RESOLUTION 19-13

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

Passed and adopted this 21st day of February 2019, by the above vote on roll call.



 ROGER FRITH
 Commission Chair

ATTEST: 

 CARY A. PADGETT
 Assistant Secretary



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: March 28, 2019
To: NCPA Commission
Subject: March 6, 2019 Facilities Committee Meeting Minutes

The attached Draft Minutes are being provided for information and to augment the oral Committee report.



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Minutes - Draft

Date: March 12, 2019
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: March 6, 2019, Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Tikan Singh at 9:02 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Steve Schwabauer (Lodi), Shiva Swaminathan and Jim Stack (Palo Alto), Lowell Watros (Redding), and Steve Hance and Paulo Apolinario (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. Approve Minutes from the February 6, 2019 Facilities Committee Meeting.**

Motion: A motion was made by Mike Brozo and seconded by Jiayo Chiang recommending approval of the February 6, 2019 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All Generation Services Facilities, Members, SCPPA – Allied Power Group, LLC MTGSA-EMS** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Allied Power Group, LLC for inspection and maintenance services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This agreement is with a new vendor. It is an enabling agreement with no commitment of funds. Other similar enabling agreements are with Ethos Energy and Sulzer Turbo. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets.

Motion: A motion was made by Mike Brozo and seconded by Brian Zard recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Allied Power Group, LLC for inspection and maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel,

which shall not exceed \$2,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

4. Lodi CT – Proposed Development – Staff presented background information, options, and issues associated with the proposed development in the area surrounding the Lodi CT plant.

The City of Lodi is proposing to develop the land around the CT1 plant located at 2131 West Turner Road, with the Lake House Development which includes apartments and a hotel. The mitigated negative declaration has been submitted. Verbal comments are due to the Planning Commission by March 13, with written comments due March 19. This Project is not consistent with power plant operation. NCPA staff and Members are concerned about noise complaints, air quality complaints, and liability. This development is proposed to be in very close proximity to the plant at approximately 50 feet away. The general feeling is that if this development moves forward, the plant will most likely need to shut down.

The developer has stated they will do whatever is required for sound mitigation, which could cause problems to the facility. NCPA will submit all concerns to the Planning Commission during the verbal and written comments period. Other options to consider if the plant shuts down include moving this facility to Alameda replacing Unit 2, or changing this facility to a battery storage facility. A facility closure list has been announced by the CAISO that will shut down 9,416 MW by 2025. The cost benefit to Members of this plant is approximately \$1.2 million, with capacity being provided through this facility. The demand for this plant has been increasing. Staff will continue discussions with the City of Lodi, expressing our concerns, and update the Committee at the next meeting with more information regarding this proposed development.

5. All Generation Services Facilities, Members, SCPPA – Drill Tech Drilling & Shoring, Inc. MTGSA – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Drill Tech Drilling & Shoring, Inc. for inspection and maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. NCPA has worked with Drill Tech for over five years, including work on the Hydroelectric Adit 4 Facility recently. This is a renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. Similar enabling agreements include Neil’s Controlled Blasting, Canepa & Sons, Syblon Reid and Ford Construction. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Zard recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Drill Tech Drilling & Shoring, Inc. for engineering, inspection and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

6. Hydro Capital Development Reserve Funding Options – Staff provided an update on the Hydro Capital Development Reserve collections, including for the proposed McKays Reservoir Clean Out Project, and was seeking a recommendation for Commission approval of the preferred funding method(s).

The McKay's Clean Out Project, as well as the Generator Rewind Project, are both very costly projects that need to be done. The total funding costs for both projects is \$41 million, with \$21 million collected so far in the Capital Development Reserve Fund. Due to a landslide in 1997, lots of sediment built up in the McKay's reservoir, which is causing operational impacts. Since then more sediment has been building up, especially after the storms in 2017, now totaling 550,000 cubic yards which requires this project to be done sooner, starting in 2023. The total funding for the McKay's Clean Out Project is \$32 million, of which \$15 million has been collected. The Generator Rewind Project total funding is \$6.4 million, of which \$4.8 million has been collected. Collection for the Generator Rewind will be completed in FY 2020.

Staff is proposing an uplift to the Hydro Capital Development Reserve funding. For FY2020, staff proposes a total amount of \$4,455,000, which includes \$ 3,000,000 for the McKay's Clean Out, \$1,330,000 for the Generator Rewind, and \$125,000 for Beaver Creek Dredging. The proposed budgets for FY 2021, FY 2022, and FY 2023, are \$4,375,000, \$4,625,000, and \$4,625,000, respectively to be used for the McKay's Clean Out and Beaver Creek Dredging. Funding options for Members suggested by staff include: 1) cash collections; 2) debt financing; 3) a two phase project; and, 4) retained revenues during good hydrology years. Members of the Committee would like to discuss these options with their cities. This item will be brought back to the Special Facilities Committee meeting next week, on March 12 for further discussion and recommendation.

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

Geo – There have been no safety incidents to report for the month of February. The Geo annual safety audit was done on March 5, conducted by Hydro staff. The baseload generation was down slightly at 60.1 GWhr than the forecasted amount of 60.6 GWhr, due to Plant #1 being shut down because of the breakdown in the Stretford gas processing system for 17 hours. The Plant #1 overhaul schedule is from April 1 through May 26, 2019. Ethos Energy Services was the low bidder for the turbine generator with a bid amount of \$1,620,214. The bids were due back by February 5, 2019. A General Services Agreement with Ethos is being reviewed for approval. The drilling contractor, Paul Graham Drilling, has been selected for the P-Site well workovers. Materials are being delivered in March 2019. Agreements with drilling support companies still need to be done.

CTs – February was a busy month for CT operations with 33 starts for CT1 and 12 for CT2. The forecasted starts were 0 and 4 respectively for the month of February. CT1 Unit 2 in Alameda had a forced outage on February 22, due to a lube oil problem, so is currently out. The CT1 Plant outage has been delayed due to weather issues, and parts not ready. The first and second stage nozzles are on site. There have been problems with hot and broken bolts, and the alignment of the cylinder delaying the repairs.

Hydro – February was a great month for the Hydroelectric Project. Precipitation totals for the 2018-2019 water year total 36.8 inches, which is now turning into a good water year. The snow content level is almost at the level it was in 2016-2017, currently at 156% of normal. Damage was done to the 230KV gen tie line 50A, with a Palmer Insulator falling down below where it's supposed to be. WAPA linemen replaced the insulator which was a big fire risk. The Palmer Insulators are 30 years old, and may need to be replaced soon. The 69 L&R tower also had debris from birds' nests and wind. The WAPA linemen were also able to clean and fix this tower while they were on site. Staff are assessing the fire risk from birds' nests around these transmission lines.

8. Allocation of New Spicer Meadows Generation – Staff reviewed changes to Facilities Schedule 7, Appendix B, Section 2.2., and was seeking a recommendation for Commission approval of these proposed changes.

The current allocation of New Spicer Meadows (NSM) generation under Facilities Schedule 7, Appendix B, Section 2.2 reads as: Generation actually produced at the NSM Power Plant will be allocated to the Operating Entities in proportion to their water release schedules. The problem this presents is when NSM releases are greater than ~400 cfs, the NSM generation units are bypassed with no production of additional generation. If an Operating Entity (OE) changes its share of releases relative to the other OEs when releases are greater than 400 cfs, then its share of generation will change even though NSM generation remains constant.

Staff would like to create two release schedules, with allocations based on these schedules. The Facilities Committee recommends adding verbiage to the schedule in proportion to each Operating Entities water release schedule. Staff will update the language in the agreement and bring the proposed changes back to the Committee at the Special Facilities Committee meeting next week on March 12.

9. RFP for Joint CCA RA Portfolio Management Services – NCPA staff discussed and reviewed a Joint CCA RFP seeking Resource Adequacy Portfolio Management Services.

On February 15, 2019 a Request for Proposals (RFP) was issued for Joint CCA Resource Adequacy (RA) Management Services. The five participating CCAs include: Monterey Bay Community Power (MBCP), Silicon Valley Clean Energy (SVCE), Peninsula Clean Energy (PCE), East Bay Community Energy (EBCE), and San Jose Clean Energy (SJCE). Proposals are due by March 11. Some of the management services requested include creating a joint CCA RA Portfolio with forecast RA requirements, aggregate CCA RA needs, aggregate transfer capability (MIC), and managing S-to-N transfer capabilities. Other services include processing CPUC annual and monthly filings, support execution of transactions, and developing detailed reports.

Currently NCPA provides similar services to EBCE and SJCE. Staff recommends developing a proposal that includes a clearly defined scope of services for the Joint CCA RA Management Services. A pool may need to be created to manage the five CCAs. After discussion, the general consciences of the Committee is to submit a proposal with contingencies. Key issues to think about include commitment of staff and resources, contractual structure to address anti-trust issues, and cost of services. A formal Joint CCA RA Management Services Agreement would need to be reviewed and approved by the NCPA Commission.

10. Agreement of Cotenancy Status Update – Staff gave background information and an update on the status of discussions regarding CDWR's notice of termination in the Agreement of Cotenancy in the Castle Rock Junction – Lakeville 230 kV Transmission Line. This is a four party agreement between NCPA, Silicon Valley Power (SVP), California Department of Water Resources (CDWR), and Pacific Gas and Electric (PG&E) to deliver power from the geothermal facilities to the CAISO grid. On July 30, 2018 CDWR provided notice of its intention to terminate its share of 165MW. 55MW of this share is also assigned to NCPA and SVP. CDWR has no interest in keeping their share, as they have no plants at the Geysers, and doesn't want any fire liability.

NCPA's preferred option is to turn the entire line over to PG&E and maintain transmission deliverability, with no risk of fire liability. NCPA and SVP explored this option, however, PG&E will not assume all cotenants shares. Decommissioning and salvaging the line is not a real possibility as PG&E needs the line for local area reliability. All parties would be liable of its share of the decommissioning and removal cost as well.

Options to consider going forward are to take a pro-rata share of CDWR's entitlement in the

interim, which would be either 165MW or 110MW pending further discussion on the Long Term Transmission Services Agreement. NCPA would also like to explore avenues to maintain full deliverability of the Geo plants while terminating NCPA's and SVP's share of the Cotenancy lines. Staff will update the Committee as needed for discussion and direction in future meetings.

11. Gridley Main and Gridley Main Two Solar – Staff reviewed the status of ongoing discussions regarding the possible sale of the Gridley Main and Gridley Main Two Solar Projects.

On December 29, 2010, NCPA entered into a PPA with Lightbeam Power Company to purchase the output of the Gridley Main LLC Solar Facility. Then on November 17, 2011, NCPA entered into another PPA with Lightbeam Power Company to purchase the output of the Gridley Main Two LLC Solar Facility. Both agreement terms are 25 years from the commercial operation dates. Gridley and BART are the project participants respectively in each project.

Trina Solar US Development LLC (Trina Solar) is the sole owner of Lightbeam Power Company. Recently Trina Solar informed NCPA of its intent to sell both Gridley Solar Projects to a third party. NCPA believes Trina Solar must receive NCPA's written consent prior to formal assignment. Trina Solar is currently reviewing the applicable agreements / obligations pertaining to this possible assignment. Lightbeam did not properly register the Gridley Solar Projects as Qualifying Facilities (QF) with FERC. Trina Solar may be in default of PPA requirements, and may owe refunds to NCPA as a result of this failure.

Staff will continue discussions with Trina Solar addressing the QF deficiency, evaluate the proposed buyer's qualifications, which is Greenback Renewable Energy Corporation, review other requirements for assignment, and coordinate next steps with Gridley and BART. Pending the outcome of discussions, staff may need to bring this item back to the Committee for direction and possible Commission approval of the assignment.

12. Planning and Operations Update –

- CCA Activities – The SJCE and EBCE SCID transition is 90% complete. Outstanding items still include the execution of SC and MSA Agreements.
- SJCE Phase-In Schedule – Phase 2 was completed in February 2019. Phase 3 is now scheduled for June 2019 which was originally scheduled for June 2020.
- Staff is working to schedule Power Management check-in meetings with Members.
- Staff is working to develop updated RPS balances for NCPA Pool Members (10 Years). Based on such, NCPA will begin seeking interest in new project / PPA development for RPS eligible resources.

13. Schedule Next Meeting Date – The next Facilities Committee meeting is currently scheduled for April 3, 2019. A Special Facilities Committee meeting is scheduled for March 12, 2019 to review the FY20 budget.

ADJOURNMENT

The meeting was adjourned 1:22 pm.

**Northern California Power Agency
 March 6, 2019 Facilities Committee Meeting
 Attendance List**

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

<u>MEMBER</u>	<u>NAME</u>
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	Tiago Chiang
LOMPOC	Shan Jh
PALO ALTO	
PLUMAS-SIERRA REC	Smile Bagg
PORT OF OAKLAND	
REDDING	
ROSEVILLE	Brian Zard
SANTA CLARA	
TID	
UKIAH	



Commission Staff Report

March 20, 2019

COMMISSION MEETING DATE: March 28, 2019

SUBJECT: February 2019 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the March 28, 2019 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

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

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

PERCENT OF YEAR ELAPSED 67%
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	This Month	Actual Year To-Date	FY 2019 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,551,488	\$ 10,582,950	\$ 16,699,691	63%	
Debt Service (Net)	2,929,735	23,437,883	35,156,824	67%	
Annual Budget Cost	4,481,223	34,020,833	51,856,515	66%	
<u>Geothermal</u>					
Other Plant Cost	2,274,368	19,395,835	29,488,515	66%	
Debt Service (Net)	411,408	3,291,264	4,936,896	67%	
Annual Budget Cost	2,685,776	22,687,099	34,425,411	66%	
<u>Combustion Turbine No. 1</u>					
Fuel and Pipeline Transport Charges	667,300	5,032,587	8,105,701	62%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	61,792	1,001,143	977,410	102%	(a)
Other Plant Cost	160,555	1,348,040	2,048,734	66%	
Debt Service (Net)	476,392	3,811,139	5,716,708	67%	
Annual Budget Cost	698,739	6,160,322	8,742,852	70%	
<u>Lodi Energy Center</u>					
Fuel	7,232,959	40,966,978	33,092,116	124%	(b)
Other Plant Cost	2,001,359	16,578,954	24,544,632	68%	
Debt Service (Net)	2,173,321	17,386,569	26,079,852	67%	
Annual Budget Cost	11,407,639	74,932,501	83,716,600	90%	
Member Resources - Energy	4,076,207	38,584,135	64,448,814	60%	
Member Resources - Natural Gas	108,296	3,126,872	3,098,278	101%	(c)
Western Resources	1,627,899	11,432,811	31,349,618	36%	
Market Power Purchases	2,202,021	17,067,608	15,539,033	110%	(d)
Load Aggregation Costs - CAISO	84,674,338	361,400,820	273,858,269	132%	(e)
Net GHG Obligations	973,060	2,123,545	1,122,972	189%	(f)
	113,602,498	576,569,133	576,264,063	100%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	841,077	4,024,951	3,662,271	110%	(g)
Wheeling Access Charge	5,684,764	61,790,289	104,569,875	59%	
Ancillary Services	1,199,107	6,216,831	3,040,303	204%	(h)
Other ISO Charges/(Credits)	(251,595)	7,932,477	1,549,274	512%	(i)
	7,473,353	79,964,548	112,821,723	71%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	152,096	1,289,739	2,023,068	64%	
Regulatory Representation	39,220	355,215	886,616	40%	
Western Representation	49,980	414,804	848,160	49%	
Member Services	7,404	162,546	438,389	37%	
Judicial Action	-	442,557	625,000	71%	(j)

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

PERCENT OF YEAR ELAPSED 67%
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	This Month	Actual Year To-Date	FY 2019 Budget	% Used
Power Management				
System Control & Load Dispatch	422,073	3,708,276	6,107,416	61%
Forecasting, Planning, Prescheduling & Trading	193,377	1,610,880	2,775,167	58%
Industry Restructuring & Regulatory Affairs	35,465	223,030	438,813	51%
Contract Admin, Interconnection Svcs & External Affairs	64,931	521,965	1,134,623	46%
Green Power Project	26	197	2,964	7%
Gas Purchase Program	4,446	40,367	77,781	52%
Market Purchase Project	5,351	52,710	112,014	47%
Energy Risk Management	70,901	152,722	259,585	59%
Settlements	42,163	346,078	941,392	37%
Integrated Systems Support	2,334	97,705	272,850	36%
Participant Pass Through Costs	25,813	891,275	1,619,170	55%
Support Services	60,389	673,210	-	N/A
	1,175,969	10,983,276	18,563,008	59%
TOTAL ANNUAL BUDGET COST	122,251,820	667,516,957	707,648,794	94%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	23,215,147	123,434,846	100,456,289	123% (k)
Member Resource ISO Energy Sales	4,027,645	29,133,302	28,186,777	103% (l)
NCPA Contracts ISO Energy Sales	3,381,449	20,727,570	14,720,326	141% (l)
Western Resource Energy Sales	526,498	13,061,711	23,182,775	56%
Load Aggregation Energy Sales	40,693,159	178,584,353	131,328,609	136% (m)
Ancillary Services Sales	319,172	3,591,123	4,409,129	81% (n)
Transmission Sales	-	64,386	110,376	58%
Western Credits, Interest and Other Income	2,211,258	15,154,824	37,414,086	41%
	74,374,328	383,752,115	339,808,367	113%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 47,877,492	\$ 283,764,842	\$ 367,840,427	77%

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 268% of budgeted MWhs at 2/28/19. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (b) Increase in costs due to higher fuel costs due to higher price per mmBtu compared to budgeted price per mmBtu.
- (c) Increase due to greater than projected MWhs of generation at CT2 and LEC. See notes (a) and (b).
- (d) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY19 budget including certain NextEra and Shell deals.
- (e) Increase due to higher than budgeted market prices and unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (f) Purchases made several months in advance. Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, Healdsburg, and BART.
- (g) Increase due to greater than projected MWhs of generation. See notes (a) and (b).
- (h) Increase due to greater than projected MWhs of generation. See notes (a) and (b).
- (i) The budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (j) Variance due to higher than anticipated legal costs related to privileged and confidential legal proceedings.
- (k) Increase due to higher market prices caused by California wildfires.
- (l) Variance due to higher than anticipated ISO energy sales and higher market prices for the Lodi Energy Center (LEC), CT2, and Hydro.
- (m) The load aggregation energy sales variance is due to unbudgeted sales related to East Bay Community Energy and San Jose Clean Energy.
- (n) Increase due to greater than projected MWhs of generation. See notes (a) and (b) and corresponding increase in ancillary services costs.

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

**Schedule of Disbursements
(Unaudited)**

For the Month of February 2019

Operations:

Geothermal	\$ 2,054,570
Hydroelectric	7,248,919
CT#1 Combustion Turbines	197,983
CT#2 STIG	512,656
Lodi Energy Center	7,444,178
NCPA Operating	<u>27,727,884</u>
Total	<u>\$ 45,186,190</u>

COMBINED STATEMENTS OF NET POSITION**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS****UNAUDITED**

	February 28,	
	2019	2018
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 32,786	\$ 20,100
Investments	45,941	44,275
Accounts receivable		
Participants	-	24
Other	432	3,977
Interest receivable	349	181
Inventory and supplies	9,746	9,899
Prepaid expenses	2,615	2,044
TOTAL CURRENT ASSETS	91,869	80,500
RESTRICTED ASSETS		
Cash and cash equivalents	39,166	40,260
Investments	184,745	181,307
Interest receivable	541	485
TOTAL RESTRICTED ASSETS	224,452	222,052
ELECTRIC PLANT		
Electric plant in service	1,505,580	1,504,142
Less: accumulated depreciation	(993,823)	(963,369)
	511,757	540,773
Construction work-in-progress	182	185
TOTAL ELECTRIC PLANT	511,939	540,958
OTHER ASSETS		
Regulatory assets	228,559	233,372
Unused vendor credits	56	67
Preliminary survey and investigation costs	214	-
Investment in associated company	265	-
TOTAL ASSETS	1,057,354	1,076,949
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	35,558	43,823
Pension deferrals	19,200	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	54,758	57,329
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,112,112	\$ 1,134,278

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February 28,	
	2019	2018
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 26,833	\$ 25,758
Accounts and retentions payable - restricted for construction	10	-
Member advances	1,229	1,068
Operating reserves	23,903	21,394
Current portion of long-term debt	41,275	41,545
Accrued interest payable	6,447	6,901
TOTAL CURRENT LIABILITIES	<u>99,697</u>	<u>96,666</u>
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	76,002	64,589
Operating reserves and other deposits	147,083	142,049
Interest rate swap liability	13,326	15,930
Long-term debt, net	663,147	706,935
TOTAL NON-CURRENT LIABILITIES	<u>899,558</u>	<u>929,503</u>
TOTAL LIABILITIES	<u>999,255</u>	<u>1,026,169</u>
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	68,793	71,976
Pension and OPEB deferrals	3,195	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>71,988</u>	<u>76,436</u>
NET POSITION		
Net investment in capital assets	(58,912)	(61,150)
Restricted	65,271	59,150
Unrestricted	34,510	33,673
TOTAL NET POSITION	<u>40,869</u>	<u>31,673</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u>\$ 1,112,112</u>	<u>\$ 1,134,278</u>

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

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

UNAUDITED

	Eight Months Ended February 28,	
	2019	2018
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 306,476	\$ 236,280
Other Third-Party	193,129	147,018
TOTAL OPERATING REVENUES	<u>499,605</u>	<u>383,298</u>
OPERATING EXPENSES		
Purchased power	225,802	161,400
Operations	74,900	51,980
Transmission	118,507	89,679
Depreciation	20,598	20,656
Maintenance	14,724	13,523
Administrative and general	13,443	12,940
TOTAL OPERATING EXPENSES	<u>467,974</u>	<u>350,178</u>
NET OPERATING REVENUES	<u>31,631</u>	<u>33,120</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(27,283)	(28,526)
Interest income	6,650	3,918
Other	5,375	3,101
TOTAL NON OPERATING EXPENSES	<u>(15,258)</u>	<u>(21,507)</u>
FUTURE RECOVERABLE AMOUNTS	(2,588)	(2,873)
REFUNDS TO PARTICIPANTS	<u>(10,984)</u>	<u>(11,127)</u>
INCREASE (DECREASE) IN NET POSITION	2,801	(2,387)
NET POSITION, Beginning of year	<u>38,068</u>	<u>34,060</u>
NET POSITION, Period ended	<u>\$ 40,869</u>	<u>\$ 31,673</u>

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

February 28, 2019

	GENERATING & TRANSMISSION RESOURCES										Associated Member Services	Other Agency	Combined				
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission										
ASSETS																	
CURRENT ASSETS																	
Cash and cash equivalents	1	\$	-	\$	1	\$	1	\$	74	\$	-	\$	299	\$	32,410	\$	32,786
Investments	-		-		-		-		-		-		-		45,941		45,941
Accounts receivable																	
Other	11		-		-		-		-		410		-		11		432
Interest receivable	-		-		-		-		-		127		-		222		349
Inventory and supplies	4,509		1,079		642		1,405		2,111		-		-		-		9,746
Prepaid expenses	310		-		-		-		440		-		6		1,859		2,615
Due from Agency and other programs*	22,284		8,911		2,758		(814)		38,136		(11,202)		11,975		(72,048)		-
TOTAL CURRENT ASSETS	27,115		9,990		3,401		592		40,761		(10,665)		12,280		8,395		91,869
RESTRICTED ASSETS																	
Cash and cash equivalents	1,132		9,966		532		-		5,300		1,704		-		20,532		39,166
Investments	28,073		43,276		3,663		-		29,862		26,643		-		53,228		184,745
Interest receivable	131		103		5		-		79		-		-		223		541
TOTAL RESTRICTED ASSETS	29,336		53,345		4,200		-		35,241		28,347		-		73,983		224,452
ELECTRIC PLANT																	
Electric plant in service	570,844		394,918		64,852		36,552		423,846		7,736		839		5,993		1,505,580
Less: accumulated depreciation	(538,025)		(268,572)		(49,832)		(34,606)		(91,298)		(7,736)		(468)		(3,286)		(993,823)
	32,819		126,346		15,020		1,946		332,548		-		371		2,707		511,757
Construction work-in-progress	-		-		-		-		182		-		-		-		182
TOTAL ELECTRIC PLANT	32,819		126,346		15,020		1,946		332,730		-		371		2,707		511,939
OTHER ASSETS																	
Regulatory assets	(838)		133,501		9,211		-		24,893		-		-		61,792		228,559
Unused vendor credits	-		-		-		-		-		-		56		-		56
Preliminary survey and investigation costs	-		-		-		-		-		-		214		-		214
Investment in associated company	-		-		-		-		-		-		-		265		265
TOTAL ASSETS	88,432		323,182		31,832		2,538		433,625		-		12,921		147,142		1,057,354
DEFERRED OUTFLOWS OF RESOURCES																	
Excess cost on refunding of debt	1,585		31,230		818		-		1,925		-		-		-		35,558
Pension deferrals	-		-		-		-		-		-		-		19,200		19,200
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,585		31,230		818		-		1,925		-		-		19,200		54,758
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 90,017		\$ 354,412		\$ 32,650		\$ 2,538		\$ 435,550		\$ -		\$ 12,921		\$ 166,342		\$ 1,112,112

* Eliminated in Combination

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

February 28, 2019

GENERATING & TRANSMISSION RESOURCES

	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
\$	343	638	14	21	7,257	-	10,551	-	8,009	26,833
	-	10	-	-	-	-	-	-	-	10
	791	-	-	-	-	-	-	438	-	1,229
	9,625	250	513	48	13,467	-	-	-	-	23,903
	4,420	21,180	4,195	-	11,480	-	-	-	-	41,275
	86	2,607	122	-	3,632	-	-	-	-	6,447
	15,265	24,685	4,844	69	35,836	-	10,551	438	8,009	99,697
	-	-	-	-	-	-	-	-	-	-
	20,946	14,429	-	-	1,157	-	28,475	8,089	76,002	147,083
	-	13,326	-	-	-	-	-	-	73,987	13,326
	20,100	285,999	25,924	-	331,124	-	-	-	-	663,147
	41,046	313,754	25,924	-	332,281	-	28,475	8,089	149,989	899,558
	56,311	338,439	30,768	69	368,117	-	39,026	8,527	157,998	999,255
	18,379	4,060	904	2,112	39,873	-	-	310	3,155	68,793
	-	-	-	-	-	-	-	-	3,195	3,195
	18,379	4,060	904	2,112	39,873	-	-	310	6,350	71,988
	(3,700)	(28,724)	(5,928)	-	(20,560)	-	-	-	-	(58,912)
	7,413	32,164	4,078	-	21,738	-	-	(117)	(5)	65,271
	11,614	8,473	2,828	357	26,382	-	(21,344)	4,201	1,999	34,510
	15,327	11,913	978	357	27,560	-	(21,344)	4,084	1,994	40,869
	90,017	354,412	32,650	2,538	435,550	-	17,682	12,921	166,342	1,112,112

LIABILITIES

CURRENT LIABILITIES

Accounts payable and accrued expenses	
Accounts and retentions payable - restricted for construction	
Member advances	
Operating reserves	
Current portion of long-term debt	
Accrued interest payable	
TOTAL CURRENT LIABILITIES	

NON-CURRENT LIABILITIES

Net pension and OPEB liability	
Operating reserves and other deposits	
Interest rate swap liability	
Long-term debt, net	
TOTAL NON-CURRENT LIABILITIES	
TOTAL LIABILITIES	

DEFERRED INFLOWS OF RESOURCES

Regulatory credits	
Pension and OPEB deferrals	
TOTAL DEFERRED INFLOWS OF RESOURCES	

NET POSITION

Net investment in capital assets	
Restricted	
Unrestricted	
TOTAL NET POSITION	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	

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 Eight Months Ended February 28, 2019

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined							
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services											
OPERATING REVENUES																			
Participants																			
Other Third-Party																			
TOTAL OPERATING REVENUES	\$	(499)	\$	16,348	\$	3,067	\$	3,671	\$	24,299	\$	244,166	\$	14,841	\$	583	\$	306,476	
		28,973		24,079		2,028		1,677		70,850		65,559		(37)				193,129	
		28,474		40,427		5,095		5,348		95,149		309,725		14,804		583		499,605	
OPERATING EXPENSES																			
Purchased power		439		2,334		91		193		4,050		218,695		-				225,802	
Operations		10,267		2,956		1,427		1,305		47,857		3,128		7,960				74,900	
Transmission		207		305		47		192		659		117,094		3				118,507	
Depreciation		2,612		6,346		1,469		128		9,745		-		70		228		20,598	
Maintenance		5,889		3,109		349		2,844		2,494		-		39		-		14,724	
Administrative and general		2,603		2,247		368		539		3,213		-		4,395		78		13,443	
Intercompany (sales) purchases, net*		(412)		158		42		67		185		-		(40)		-		467,974	
TOTAL OPERATING EXPENSES		21,605		17,455		3,793		5,268		68,203		338,917		12,427		306		467,974	
NET OPERATING REVENUES		6,869		22,972		1,302		80		26,946		(29,192)		2,377		277		31,631	
NON OPERATING (EXPENSES) REVENUES																			
Interest expense		(358)		(16,095)		(991)		-		(9,839)		-		-		-		(27,283)	
Interest income		750		946		91		1,082		1,082		868		63		2,849		6,650	
Other		-		1		1,724		-		3,318		64		268		268		5,375	
TOTAL NON OPERATING (EXPENSES) REVENUES		392		(15,148)		824		1		(5,439)		932		63		3,117		(15,258)	
FUTURE RECOVERABLE AMOUNTS																			
REFUNDS TO PARTICIPANTS		(1,056)		(1,240)		(1,397)		-		1,105		-		-		-		(2,588)	
INCREASE (DECREASE) IN NET POSITION		(2,802)		(2,058)		(160)		902		1,704		(1,180)		(5,153)		(2,237)		(10,984)	
NET POSITION, Beginning of year		3,403		4,526		569		983		24,316		(29,440)		(2,713)		1,157		2,801	
NET POSITION, Period ended		11,924		7,387		409		(626)		3,244		8,096		6,797		837		38,068	
		\$	15,327	\$	11,913	\$	978	\$	357	\$	27,560	\$	(21,344)	\$	4,084	\$	1,994	\$	40,869

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
February 28, 2019

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 432,109
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 432,109</u>



Commission Staff Report

March 20, 2019

COMMISSION MEETING DATE: March 28, 2019

SUBJECT: Treasurer's Report for Month Ended February 28, 2019

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members.

BACKGROUND:

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

Cash – At month end cash totaled \$6,709,341 of which approximately \$284,011 was applicable to Special and Reserve Fund Deposits, \$3,944,372 to Debt Service and \$2,480,958 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 \$295,862,325 at month end. The current market value of the portfolio totaled \$294,552,435.

The overall portfolio had a combined weighted average interest rate of 2.168% with a bond equivalent yield (yield to maturity) of 2.199%. Investments with a maturity greater than one year totaled \$182,589,000. February maturities totaled \$35 million and monthly receipts totaled \$48 million. During the month \$46 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 5 basis points (from 2.40% to 2.45%) and rates on one year T-Bills decreased 4 basis points (from 2.59% to 2.55%).

To the best of my knowledge and belief, all securities held by NCPA as of February 28, 2019 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

SR: 135:19

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

FEBRUARY 28, 2019

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
February 28, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,635,954	\$ 104,231,942	\$ 105,867,896	34.99%
Special Deposits	844,343	-	844,343	0.29%
Construction	661	5,035,875	5,036,536	1.66%
Debt Service	3,944,372	31,758,024	35,702,396	11.80%
Special & Reserve	284,011	154,836,484	155,120,495	51.27%
	<u>\$ 6,709,341</u>	<u>\$ 295,862,325</u>	<u>\$ 302,571,666</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 294,552,435

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
February 28, 2019**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/	
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 43,425,106	\$ 151,467	\$ 26,462,436	\$ (23,802,811)	\$ (29,057,889)	\$ (17,139,751)	\$ 38,558
Special Deposits	4,638,517	11	-	(16,538,138)	-	11,843,401	(56,209)
Construction	-	-	-	-	(2,464,493)	-	(2,464,493)
Debt Service	-	2,627	1,439,254	(761,638)	(7,506,638)	5,865,864	(960,531)
Special & Reserve	-	141,077	7,469,823	-	(6,984,038)	(569,514)	57,348
	<u>\$ 48,063,623</u>	<u>\$ 295,182</u>	<u>\$ 35,371,513</u>	<u>\$ (41,102,587)</u>	<u>\$ (46,013,058)</u>	<u>\$ -</u>	<u>\$ (3,385,327)</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
February 28, 2019**

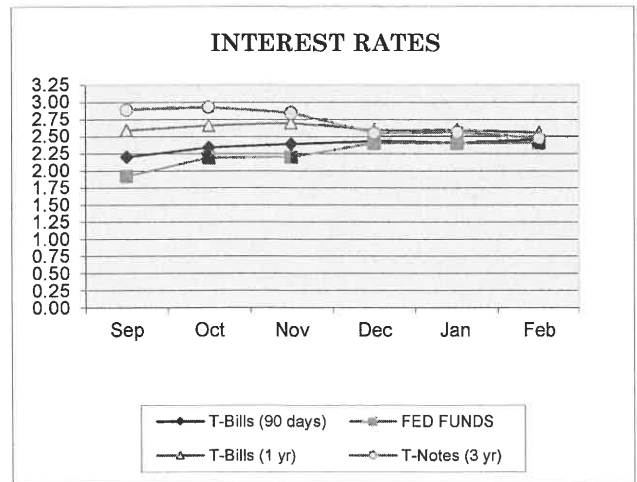
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 29,057,889	\$ (26,462,436)	\$ 13,455	\$ (943)	\$ -	\$ 2,607,965
Special Deposits	-	-	-	-	-	-
Construction	2,464,493	-	4,760	-	-	2,469,253
Debt Service	7,506,638	(1,439,254)	50,648	-	-	6,118,032
Special & Reserve	6,984,038	(7,469,823)	(3,214)	(48,566)	-	(537,565)
	<u>\$ 46,013,058</u>	<u>\$ (35,371,513)</u>	<u>\$ 65,649</u>	<u>\$ (49,509)</u>	<u>\$ -</u>	<u>\$ 10,657,685</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(16,140)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 10,641,545</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
February 28, 2019**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	2.168%	2.199%
<u>OPERATING FUNDS:</u>	2.007%	2.129%
<u>PROJECTS:</u>		
Geothermal	2.513%	2.681%
Capital Facilities	2.367%	2.389%
Hydroelectric	2.447%	2.502%
Lodi Energy Center	1.887%	1.662%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	2.40%	1.42%
T-Bills (90da.)	2.45%	1.64%
Agency Disc (90da.)	2.35%	1.64%
T-Bills (1yr.)	2.55%	2.02%
Agency Disc (1yr.)	2.37%	2.01%
T-Notes (3yr.)	2.47%	2.41%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
February 28, 2019**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 16,272	\$ 20,897	\$ 4,515	\$ 2,464	\$ 123,533	\$ 2,000	\$ 169,681	56.88%
Corporate Bonds (MTN)	-	-	-	-	-	55,410	-	55,410	18.58%
US Bank Trust Money Market	2,132	-	-	-	-	-	-	2,132	0.71%
Commercial Paper	28,943	-	-	-	-	-	-	28,943	9.71%
Investment Trusts (LAIF)	27,714	-	-	-	-	-	-	27,714	9.29%
Investment Trusts (CAMP)	5,046	-	-	-	-	-	-	5,046	1.70%
U.S.Treasury Market Acct. *	5,144	-	-	-	-	-	-	5,144	1.72%
U.S.Treasury Bill/Note	-	212	2,310	48	-	146	-	2,716	0.91%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.51%
Total Dollars	\$ 68,979	\$ 16,494	\$ 23,207	\$ 4,563	\$ 2,464	\$ 180,589	\$ 2,000	\$ 298,296	100.00%
Total Percents	23.11%	5.53%	7.78%	1.53%	0.83%	60.54%	0.67%	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

02/28/2019

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	685,000	1.850	11/26/2014	685,000		1	1.850	685,000	SY570101	70101	685,000
Local Agency Investm	LAIF	1,994,325	2.399	07/01/2013	1,994,325		1	2.399	1,994,325	SY570000	70000	1,994,325
California Asset Mgm	CMP	4,418	2.640	10/19/2018	4,418		1	2.640	4,418	SY570070	70070	4,418
Union Bank of Califo	UBOC	151,708	0.002	07/01/2013	151,708		1	0.002	151,708	SY570014	70014	151,708
US Bank	USB	1,635,954	0.001	06/30/2013	1,635,954		1	0.001	1,635,954	SY570050	70050	1,635,954
US Bank	USB	28,257,646	0.850	08/24/2017	28,257,646		1	0.850	28,257,646	SY570056	70056	28,257,646
US Bank	USB	10,000	0.050	01/07/2019	10,000	04/07/2019	37	0.050	10,000	SY530316	30316	10,000
Federal Home Loan Mt	UBOC	4,000,000	1.750	06/09/2015	4,046,160	05/30/2019	90	1.450	3,993,760	3137EADG1	26231	4,002,871
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	437	2.937	1,001,280	369550BA5	26668	999,258
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	504	1.490	4,906,544	3130ABTW6	26466	4,982,339
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	665	2.848	987,200	931142EA7	26674	983,664
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	679	3.057	496,085	24422ETZ2	26676	493,705
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	690	1.411	2,726,821	3130A8P80	26355	2,784,417
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	730	2.969	990,060	17275RBD3	26667	985,317
Federal Home Loan Mt	UBOC	3,000,000	2.530	03/29/2018	3,000,000	03/29/2021	759	2.530	2,999,970	3134GSGT6	26564	3,000,000
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	762	2.846	493,180	437076BL5	26558	491,606
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	810	2.919	977,760	458140AV0	26670	974,171
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	825	2.858	491,935	717081DX8	26617	490,242
Federal Home Loan Mt	UBOC	1,000,000	2.500	06/28/2018	1,000,000	06/28/2021	850	2.990	1,000,160	3134GSSQA6	26628	1,000,000
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	878	1.620	2,550,923	3133EHSR5	26465	2,608,010
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	906	1.500	3,411,030	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	923	3.149	988,340	02665WBG5	26669	965,362
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	928	3.018	1,008,530	86579YBA8	26675	999,558
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,062	2.200	198,625	3134GAV92	26403	202,000
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	1,073	3.060	989,800	742718DY2	26673	978,978
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	1,098	2.982	986,690	478160CD4	26671	979,230
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	1,127	3.315	499,835	87236YAE8	26601	494,740
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	1,158	2.924	492,270	713448DT2	26557	489,988
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	1,167	2.329	1,105,139	037833CQ1	26525	1,122,313
Boeing Co.	UBOC	500,000	2.200	06/12/2018	482,180	10/30/2022	1,339	3.074	488,200	097023BN4	26612	485,105
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	1,356	3.157	490,920	02665WCA7	26614	490,410
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,375	3.008	491,975	166764AB6	26555	488,618
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,384	3.135	399,968	92826CA06	26647	395,273
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,412	3.315	986,390	89236TEL5	26645	978,045
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,433	3.464	493,270	828807CN5	26603	487,184
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,447	3.154	493,685	66389XBR5	26556	490,321
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,461	3.068	995,230	30231GAR3	26648	987,286
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,466	3.264	498,580	24422ETG4	26613	491,414
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,475	3.086	498,805	084670BR8	26554	493,743
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,492	3.248	491,445	911312BK1	26600	485,957

Northern California Power Agency
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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
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,492	3.308	491,445	911312BK1	26677	484,777
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,519	3.443	507,370	06408RAQ2	26602	501,062
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,536	3.236	507,465	427866AZ1	26615	502,669
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,606	3.399	1,011,960	90331HN1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,621	3.172	967,750	594918BQ6	26672	952,172
Federal Farm Credit	UBOC	1,500,000	3.340	11/21/2018	1,500,000	10/04/2023	1,678	3.339	1,505,715	3133EJE39	26714	1,500,000
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,798	3.561	512,155	46625HJT8	26760	514,420
Fund Total and Average		\$ 78,326,388	1.649		\$ 77,981,244		532	1.787	\$ 77,847,316			\$ 77,996,276

MPP GHG Auction Acct

Local Agency Investm		299,446	2.399	07/01/2013	299,446		1	2.399	299,446	SYST0045	70045	299,446
Fund Total and Average		\$ 299,446	2.399		\$ 299,446		1	2.399	\$ 299,446			\$ 299,446

SCPA Balancing Account

Local Agency Investm	LAIF	778,166	2.399	07/01/2013	778,166		1	2.399	778,166	SYST0022	70022	778,166
Union Bank of Calif	UBOC	78,067	0.002	07/01/2013	78,067		1	0.002	78,067	SYST0023	70023	78,067
Federal Home Loan Ba	UBOC	500,000	2.450	12/20/2018	493,773	06/21/2019	112	2.515	496,205	313384HD4A	26733	496,189
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	560	2.870	753,465	313370US5	26717	750,038
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	609	2.672	1,132,221	3135GORM7	26734	1,130,661
Federal Home Loan Mt	UBOC	1,000,000	3.000	12/18/2018	1,000,000	12/18/2020	658	3.000	1,000,580	3134GSF34	26729	1,000,000
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	794	3.000	491,025	06408FAB9	26570	490,211
Federal Home Loan Mt	UBOC	1,000,000	3.200	12/13/2021	1,000,000	12/11/2021	1,018	3.200	1,000,190	3134GSF59	26728	1,000,000
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	1,079	2.798	495,945	594918BA1	26574	494,110
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	1,099	3.186	494,415	25468PDC6	26630	489,603
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	1,127	3.100	499,835	87236YAE8	26571	497,899
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,188	2.918	497,335	437076BG6	26572	495,537
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,294	3.161	488,150	74460DAB5	26573	487,033
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	1,384	3.096	249,980	92826CAC6	26632	247,390
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	1,385	3.070	498,160	458140AM2	26625	493,489
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,411	3.203	541,750	89233P7F7	26598	538,675
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	1,460	3.170	497,060	17275RBE1	26624	489,478
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,461	3.055	497,615	30231GAR3	26599	493,906
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,475	3.185	498,805	084670BR8	26596	491,906
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,492	3.191	491,445	911312BK1	26627	486,985
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,522	3.108	493,115	654106AC7	26597	483,552
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,553	3.438	490,890	828807DD6	26631	486,622
Federal Home Loan Mt	UBOC	1,000,000	2.700	06/14/2018	1,000,000	06/14/2023	1,566	3.316	1,000,040	3134GSNE1	26622	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	3.000	07/23/2018	1,999,000	06/14/2023	1,566	3.300	2,000,080	3134GSNK7	26629	1,999,124
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,567	3.467	2,607,644	3134GSWY8	26653	2,603,465

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	486,550	06/15/2023	1,567	3.150	502,320	717081DH3	26626	487,029
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,641	3.039	2,507,025	3134GSUJ26	26654	2,501,123
Federal Home Loan Mt	UBOC	2,000,000	3.000	09/26/2018	1,999,200	09/26/2023	1,670	3.587	2,000,460	3134GSVLL5	26678	1,999,269
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,763	3.100	2,006,700	3130AFKR7	26736	2,000,000
Federal Home Loan Mt	UBOC	2,500,000	2.875	02/28/2019	2,500,000	02/28/2024	1,825	2.875	2,493,725	3134GS3G8	26759	2,500,000
Fund Total and Average		\$ 27,656,233	2.764		\$ 27,465,464		1358	3.108	\$ 27,582,413			\$ 27,499,467

General Operating Reserve

Local Agency Investm	LAIF	15,412,973	2.399	07/01/2013	15,412,973	11/26/2019	270	1.430	1,988,600	3135G0ZY2	26246	2,004,551
California Asset Mgmt	CMP	5,041,227	2.640	12/14/2018	5,041,227	01/19/2021	690	1.463	4,196,515	3133EGMP7	26356	4,283,206
Union Bank of Califo	UBOC	77,103	0.002	07/01/2013	77,103	01/19/2021	690	1.411	9,516,949	3130A8P80	26354	9,717,966
US Bank	USB	0	0.000	07/01/2013	0	05/25/2021	816	1.625	5,042,706	3136G3NLL5	26332	5,162,000
Federal National Mtg	UBOC	2,000,000	1.750	08/28/2015	2,026,240	05/28/2021	819	1.500	1,266,954	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	06/02/2021	824	1.690	10,423,648	3133EGDH5	26335	10,629,000
Federal Home Loan Ba	UBOC	9,720,000	1.400	07/19/2016	9,715,140	01/26/2022	1,062	2.200	459,196	3134GA92	26402	467,000
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	02/12/2022	1,079	2.972	396,756	594918BA1	26578	393,382
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	04/01/2022	1,127	3.335	499,835	87236YAE8	26582	494,470
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	05/11/2022	1,167	2.329	3,960,240	037833CQ1	26524	4,021,782
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	06/10/2022	1,197	1.760	3,526,273	313379Q69	26467	3,615,779
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	07/17/2022	1,234	3.083	505,325	713448CX4	26580	500,248
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	482,950	12/01/2022	1,371	2.937	491,660	25468PCW4	26739	489,638
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	12/14/2022	1,384	3.145	499,960	92826CAC6	26584	493,953
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	01/23/2023	1,424	3.140	745,410	90331HNL3	26737	742,075
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	01/29/2023	1,430	3.325	497,685	0640GRAE7	26575	493,252
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	02/15/2023	1,447	3.195	493,685	68389XBR5	26579	489,581
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	02/21/2023	1,453	3.225	492,080	74009PBF0	26581	490,398
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	03/15/2023	1,475	3.243	498,805	084670BR8	26576	490,841
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	04/01/2023	1,492	3.245	491,445	911312BK1	26583	486,033
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	05/16/2023	1,537	2.999	739,980	166764BK5	26740	738,976
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	06/15/2023	1,567	2.979	478,495	097023BQ7	26741	477,943
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	08/24/2023	1,576	2.847	505,055	166764AH3	26755	506,918
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	08/26/2023	1,578	2.864	509,620	931142EK5	26758	510,793
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	09/15/2023	1,659	2.908	506,360	717081EN9	26738	506,134
Boeing Co.	UBOC	500,000	1.875	01/30/2019	477,500	10/04/2023	1,678	3.339	1,003,810	3133EJES9	26715	1,000,000
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	01/23/2024	1,789	3.319	508,610	17325FAS7	26756	507,389
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	02/01/2024	1,798	3.535	512,155	46625HJT8	26757	514,918
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	02/20/2024	1,817	3.503	1,690,361	40435JGC2	26754	1,700,000
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000							
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490							
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120							
HSBC USA INC	UBOC	1,700,000	3.000	02/20/2019	1,700,000							



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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
	Fund Total and Average	\$ 73,794,755	2.103		\$ 73,777,776		709	2.123	\$ 72,979,476			\$ 73,759,529
	GRAND TOTALS:	\$ 180,076,822	2.007		\$ 179,523,930		730	2.129	\$ 178,708,651.			\$ 179,553,718

*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 02/28/2019

Investment #26332	FNMA	Callible quarterly	Investment #26564	FHLMC	Callible until 3/29/19
Investment #26335	FFCB	Callible anytime	Investment #26646	USB	Callible on 6/23/2023
Investment #26354	FHLB	Callible anytime	Investment #26653	FHLMC	Callible on 6/15/2020
Investment #26355	FHLB	Callible anytime	Investment #26678	FHLMC	Callible quarterly
Investment #26356	FFCB	Callible anytime	Investment #26714	FFCB	Callible on 10/4/2019
Investment #26368	FNMA	Callible quarterly	Investment #26715	FFCB	Callible on 10/4/2019
Investment #26385	FHLMC	Callible quarterly	Investment #26729	FHLMC	Callible quarterly starting 6/18/2019
Investment #26402	FHLMC	Callible quarterly	Investment #26736	FHLB	Callible on 12/28/2020
Investment #26403	FHLMC	Callible quarterly	Investment #26754	HSBC	Callible on 2/20/2020



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GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	USB	895,000	2.400	01/11/2019	888,377	05/02/2019	62	2.451	891,268	313396FB4	26743	891,301
Fund Total and Average		\$ 895,000	2.400		\$ 888,377		62	2.451	\$ 891,268			\$ 891,301

Geothermal Debt Service

Federal Home Loan Mt	USBT	236,000	2.385	02/12/2019	233,889	06/27/2019	118	2.439	234,112	313396HK2A	26762	234,155
Federal Home Loan Ba	USBT	1,359,000	2.410	01/11/2019	1,343,443	07/01/2019	122	2.471	1,347,625	313384HP7A	26744	1,347,901
Fund Total and Average		\$ 1,595,000	2.406		\$ 1,577,332		121	2.467	\$ 1,581,737			\$ 1,582,056

Geo 2012A Debt Service

Federal Home Loan Mt	USBT	127,000	2.385	02/12/2019	125,864	06/27/2019	118	2.439	125,984	313396HK2A	26763	126,007
Fund Total and Average		\$ 127,000	2.385		\$ 125,864		118	2.440	\$ 125,984			\$ 126,007

Geo 2016A Debt Service

Federal Home Loan Mt	USBT	55,000	2.385	02/12/2019	54,508	06/27/2019	118	2.439	54,560	313396HK2A	26764	54,570
Federal Home Loan Ba	USBT	188,000	2.410	01/11/2019	185,848	07/01/2019	122	2.471	186,426	313384HP7A	26745	186,465
Fund Total and Average		\$ 243,000	2.404		\$ 240,356		121	2.465	\$ 240,986			\$ 241,035

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
Federal Home Loan Mt	UBOC	1,500,000	3.000	12/18/2018	1,500,000	12/18/2020	658	3.000	1,500,870	3134GSF34	26730	1,500,000
Fund Total and Average		\$ 1,500,000	3.000		\$ 1,500,000		658	3.000	\$ 1,500,870			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	510,562	2.399	07/01/2013	510,562		1	2.399	510,562	SYS70027	70027	510,562
Union Bank of Calif	UBOC	89,994	0.002	07/01/2013	89,994		1	0.002	89,994	SYS70034	70034	89,994
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	714	3.265	498,445	02665WCD1	26726	494,247
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	774	3.276	501,300	89236TEU5	26727	496,695
Federal National Mtg	UBOC	2,000,000	1.900	08/30/2016	2,000,000	05/28/2021	819	1.500	1,949,160	3136G3W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	09/30/2021	913	3.002	251,355	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	1,014	3.103	739,508	69353REY0	26563	739,196
Federal Home Loan Mt	UBOC	1,000,000	3.150	12/20/2018	1,000,000	12/20/2021	1,025	3.150	1,001,300	3134GSH40	26735	1,000,000
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,062	2.200	925,276	3134GAV92	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	1,167	2.329	847,259	037833CQ1	26499	860,426

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	1,278	3.154	250,825	949763TLOA	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	1,279	3.051	251,035	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	1,285	3.152	251,840	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,371	3.004	737,490	25468PCW4	26551	732,950
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,428	3.104	743,700	2442ZERT8	26550	741,772
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,430	3.229	746,528	06406RAE7	26549	742,462
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	486,820	02/06/2023	1,438	3.140	497,225	44932ZHAH6	26548	497,445
Federal Home Loan Mt	UBOC	2,000,000	2.700	06/14/2018	2,000,000	06/14/2023	1,566	3.316	2,000,080	3134GSNE1	26623	2,000,000
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,643	3.203	251,638	29278TCP3A	30309	250,000
Clitbank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,651	3.301	252,660	17312QSS4A	30314	250,000
Federal Home Loan Mt	UBOC	2,000,000	3.000	09/26/2018	1,999,200	09/26/2023	1,670	3.567	2,000,460	3134GSWL5	26679	1,999,269
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,678	3.339	1,003,810	3133EJ39	26716	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	3.500	12/18/2018	1,000,000	12/18/2023	1,753	3.500	1,000,940	3134GSF26	26732	1,000,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	2,336	3.455	2,020,940	3133EJUT4	26644	1,999,360
Fund Total and Average		\$ 19,402,787	2.761		\$ 19,331,201		1374	2.984	\$ 19,323,350			\$ 19,345,398

GEO Debt Service Reserve Acct

Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	90	1.354	905,585	3137EADG1	26228	907,859
U.S. Treasury	USB	40,000	2.273	10/17/2018	39,379	06/20/2019	111	2.333	39,704	912796QM4	26682	39,720
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	215	1.530	2,496,414	3137EADM8	26197	2,511,027
Fund Total and Average		\$ 3,462,000	1.393		\$ 3,444,104		181	1.493	\$ 3,441,703			\$ 3,458,606

Geo 2012A DSR Account

U.S. Treasury	USB	12,000	2.394	10/17/2018	11,714	10/10/2019	223	2.472	11,818	912796RF8	26693	11,822
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	816	1.625	1,481,942	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,529,000	1.631		\$ 1,528,714		811	1.632	\$ 1,493,760			\$ 1,528,822
GRAND TOTALS:		\$ 28,753,787	2.513		\$ 28,635,948		1037	2.681	\$ 28,599,658			\$ 28,673,225

*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 02/28/2019

Investment #26333	FNMA	Callable quarterly
Investment #26369	FNMA	Callable quarterly
Investment #26404	FHLMC	Callable quarterly
Investment #26544	FFCB	Callable anytime starting 7/23/2021
Investment #26579	FHLMC	Callable quarterly
Investment #26716	FFCB	Callable on 10/4/2019
Investment #26730	FHLMC	Callable quarterly starting 6/18/2019
Investment #26732	FHLMC	Callable quarterly starting 6/18/2019
Investment #26735	FHLMC	Callable quarterly starting 6/20/2019



Northern California Power Agency
Treasurer's Report

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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investim	LAF	8,355,608	2.399	07/01/2013	8,355,608		1	2.399	8,355,608	SYST0028	70028	8,355,608
Union Bank of Calif	UBOC	55,766	0.002	07/01/2013	55,766		1	0.002	55,766	SYST0031	70031	55,766
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	1,051	3.314	495,405	07330NAQ8	26618	490,732
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	1,101	2.946	495,210	30231GAJ1	26621	492,204
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	1,110	3.182	550,396	91159HHG7	26651	547,133
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,294	3.051	488,150	74460DAB5	26546	488,816
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,384	3.051	499,960	92826CAC6	26547	495,592
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,412	3.215	493,195	89236TEL5	26619	490,806
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,447	3.121	493,685	68389XBR5	26545	490,826
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,461	2.971	500,520	097023BW4	26544	496,833
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,482	3.182	491,445	911312BK1	26620	487,155
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,522	2.985	535,348	19416QEC0	26652	531,193
Federal Home Loan Ba	UBOC	1,150,000	3.050	08/08/2018	1,145,113	06/13/2023	1,565	3.144	1,150,265	3130AEEJ5	26649	1,145,681
Federal Home Loan Mt	UBOC	1,000,000	3.250	08/08/2018	1,000,000	06/28/2023	1,580	3.249	1,000,220	3134G5NY7	26650	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,693	3.250	1,509,600	3130AEYR5	26701	1,500,000
Federal Home Loan Ba	UBOC	2,000,000	3.100	01/29/2019	2,000,000	01/29/2024	1,795	3.100	2,000,220	3130AFRR0	26742	2,000,000
Fund Total and Average		\$ 19,161,374	2.667		\$ 19,049,549		847	2.807	\$ 19,114,993			\$ 19,068,445

Hydro Initial Facilities

Federal Home Loan Ba	USB	1,689,000	2.380	11/27/2018	1,669,648	03/27/2019	26	2.432	1,680,105	313384DP1	26718	1,680,107
Federal Farm Credit	USB	2,464,000	2.540	02/12/2019	2,464,493	02/12/2020	348	2.519	2,463,975	3133EKF3	26761	2,464,467
Fund Total and Average		\$ 4,147,000	2.475		\$ 4,134,141		217	2.484	\$ 4,144,080			\$ 4,144,574

Hydro Debt Service

Federal Home Loan Mt	USBT	1,804,000	2.385	02/12/2019	1,787,865	06/27/2019	118	2.439	1,789,568	313396HK2A	26765	1,789,897
Federal Home Loan Ba	USBT	6,935,000	2.410	01/11/2019	6,855,612	07/01/2019	122	2.471	6,876,954	313384HP7A	26746	6,878,360
Fund Total and Average		\$ 8,739,000	2.405		\$ 8,643,477		121	2.465	\$ 8,666,522			\$ 8,668,257

Hydro 2018A Debt Service

Federal Home Loan Mt	USBT	1,037,000	2.385	02/12/2019	1,027,725	06/27/2019	118	2.439	1,028,704	313396HK2A	26766	1,028,893
Federal Home Loan Ba	USBT	4,523,000	2.410	01/11/2019	4,471,223	07/01/2019	122	2.471	4,485,142	313384HP7A	26747	4,486,060
Fund Total and Average		\$ 5,560,000	2.405		\$ 5,498,948		121	2.466	\$ 5,513,846			\$ 5,514,953

Hydro 2018B Debt Service

03/11/2019												
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Northern California Power Agency

Treasurer's Report

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Hydro 2018B 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 Mt	USBT	116,000	2.385	02/12/2019	114,963	06/27/2019	118	2.439	115,072	313396HK2A	26767	115,093
Federal Home Loan Ba	USBT	688,000	2.410	01/11/2019	680,124	07/01/2019	122	2.471	682,241	313384HP7A	26748	682,381
Fund Total and Average		\$ 804,000	2.406	\$ 795,087	\$ 795,087	121	2.467	\$ 797,313	\$ 797,313			\$ 797,474

Hydro Debt Service Resrv 2010A

U.S. Treasury	USB	52,000	1.625	02/27/2018	51,780	06/30/2019	121	1.945	51,848	912828W55	26537	51,946
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	122	1.400	135,849	3133XU3G6	26451	136,316
Federal Home Loan Ba	USB	103,000	2.440	10/17/2018	101,206	07/01/2019	122	2.508	102,138	313384HP7A	26694	102,148
Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	522	1.680	5,464,760	3133EE529	26243	5,533,253
Fund Total and Average		\$ 5,818,000	1.822	\$ 5,841,774	\$ 5,841,774	502	1.690	\$ 5,754,595	\$ 5,754,595			\$ 5,823,653

Hydro 2012A Rebate Account

U.S. Treasury	USB	19,000	2.225	10/17/2018	18,810	03/28/2019	27	2.278	18,966	912796PX1	26695	18,968
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	892	1.790	677,976	3134G93A3	26432	690,362
Fund Total and Average		\$ 708,000	1.884	\$ 710,201	\$ 710,201	869	1.803	\$ 696,942	\$ 696,942			\$ 709,330

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
Federal Home Loan Mt	UBOC	1,500,000	3.000	12/18/2018	1,500,000	12/18/2020	658	3.000	1,500,870	3134GSF34	26731	1,500,000
Fund Total and Average		\$ 1,500,000	3.000	\$ 1,500,000	\$ 1,500,000	658	3.000	\$ 1,500,870	\$ 1,500,870			\$ 1,500,000

Hydro 2012 Cost of Issuance

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

Hydro 2012 DSRA

U.S. Treasury	USB	51,000	2.225	10/17/2018	50,489	03/28/2019	27	2.278	50,909	912796PX1	26696	50,915
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	522	1.680	98,856	3133EE529	26244	100,095
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	717	2.251	145,213	912828XG	26539	145,995
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	880	1.530	91,108	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,828,000	2.375	02/09/2012	3,826,232	01/13/2022	1,049	2.380	3,909,617	3137EADB2	26852	3,927,490
Fund Total and Average		\$ 4,319,000	2.336	\$ 4,317,042	\$ 4,317,042	1010	2.340	\$ 4,295,703	\$ 4,295,703			\$ 4,318,495

Investment #26359
 Investment #26649
 Investment #26651
 Investment #26701
 Investment #26731
 Investment #26742

FNMA
 FHLB
 USB
 FHLB
 FHLB
 FHLB

Callable quarterly
 Callable on 8/13/2019
 Callable on 2/15/2022
 Callable until 10/19/2020
 Callable quarterly starting 6/18/2019
 Callable quarterly

GRAND TOTALS: \$ 50,756,374 2.447 \$ 50,490,219 2.502 \$ 50,484,864 549 \$ 50,545,191

*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 02/28/2019



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Cap Facilities Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	2,133,000	2.390	02/12/2019	2,109,918	07/25/2019	146	2.449	2,112,182	912796SA8	26768	2,112,325
Fund Total and Average		\$ 2,133,000	2.390		\$ 2,109,918		146	2.450	\$ 2,112,182			\$ 2,112,325
Cap. Fac. Debt Svc Reserve												
U.S. Treasury	USB	36,000	2.397	10/17/2018	35,142	10/10/2019	223	2.475	35,454	912796RF8	26697	35,465
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	880	1.530	68,815	3136GSS97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,049	2.340	1,436,247	3137EADB2	25845	1,444,281
Fund Total and Average		\$ 1,550,000	2.337		\$ 1,553,572		1022	2.306	\$ 1,540,516			\$ 1,550,746
GRAND TOTALS:		\$ 3,683,000	2.367		\$ 3,663,490		517	2.389	\$ 3,652,698.			\$ 3,663,071

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2019
Investment #26358 FNMA Callable quarterly



Northern California Power Agency
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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		73,707	2.399	07/01/2013	73,707		1	2.399	73,707	SYS70046	70046	73,707
Fund Total and Average		\$ 73,707	2.399		\$ 73,707		1	2.399	\$ 73,707			\$ 73,707

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	419,358	0.600	07/01/2013	419,358		1	0.600	419,358	SYS79003	79003	419,358
Federal Home Loan Mt	USBT	4,310,000	2.405	01/11/2019	4,270,265	05/29/2019	89	2.461	4,284,226	313396GE7A	26749	4,284,374
Federal Home Loan Ba	USBT	423,000	2.395	02/12/2019	419,961	05/31/2019	91	2.445	420,411	313384G68A	26769	420,439
Fund Total and Average		\$ 5,152,358	2.256		\$ 5,109,584		82	2.308	\$ 5,123,995			\$ 5,124,171

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	725,150	0.600	07/01/2013	725,150		1	0.600	725,150	SYS79004	79004	725,150
Federal Home Loan Mt	USBT	761,000	2.405	01/11/2019	753,984	05/29/2019	89	2.461	756,449	313396GE7A	26750	756,475
Federal Home Loan Ba	USBT	730,000	2.395	02/12/2019	724,755	05/31/2019	91	2.445	725,532	313384G68A	26770	725,581
Fund Total and Average		\$ 2,216,150	1.809		\$ 2,203,889		61	1.845	\$ 2,207,131			\$ 2,207,206

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	434,254	0.600	07/01/2013	434,254		1	0.600	434,254	SYS79011	79011	434,254
Federal Home Loan Mt	USBT	2,918,000	2.405	01/11/2019	2,891,098	05/29/2019	89	2.461	2,900,550	313396GE7A	26751	2,900,650
Federal Home Loan Ba	USBT	438,000	2.395	02/12/2019	434,853	05/31/2019	91	2.445	435,319	313384G68A	26771	435,348
Fund Total and Average		\$ 3,790,254	2.196		\$ 3,760,205		79	2.245	\$ 3,770,123			\$ 3,770,252

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	348,906	0.600	07/01/2013	348,906		1	0.600	348,906	SYS79012	79012	348,906
Federal Home Loan Mt	USBT	366,000	2.405	01/11/2019	362,626	05/29/2019	89	2.461	363,811	313396GE7A	26752	363,824
Federal Home Loan Ba	USBT	350,000	2.395	02/12/2019	347,465	05/31/2019	91	2.445	347,858	313384G68A	26772	347,881
Fund Total and Average		\$ 1,064,906	1.808		\$ 1,059,017		61	1.844	\$ 1,060,575			\$ 1,060,611

LEC Issue#1 2017A DS Fund

Federal Home Loan Mt	USBT	432,000	2.405	01/11/2019	428,017	05/29/2019	89	2.461	429,417	313396GE7A	26753	429,431
Federal Home Loan Ba	USBT	125,000	2.395	02/12/2019	124,102	05/31/2019	91	2.445	124,235	313384G68A	26773	124,243
Fund Total and Average		\$ 557,000	2.403		\$ 552,119		89	2.458	\$ 553,652			\$ 553,674

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LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	82,114	0.600	07/01/2013	82,114		1	0.600	82,114	SYS79005	79005	82,114
U.S. Treasury	USB	82,000	2.214	10/17/2018	81,041	04/25/2019	55	2.271	81,701	912796QC6	26688	81,723
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	121	1.945	84,751	912828WNS5	26538	84,911
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	816	1.659	4,273,628	3133EGEBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	895	1.699	145,151	3137EAEC9	26454	147,969
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,197	1.760	4,044,117	313379Q69	26463	4,146,767
Fund Total and Average		\$ 8,859,114	1.863		\$ 8,922,750		974	1.706	\$ 8,711,462			\$ 8,903,484

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	74,388	0.600	07/01/2013	74,388		1	0.600	74,388	SYS79006	79006	74,388
U.S. Treasury	USB	37,000	2.214	10/17/2018	36,567	04/25/2019	55	2.271	36,865	912796QC6	26699	36,875
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	469	1.540	2,166,815	313370E38	26455	2,194,108
Fund Total and Average		\$ 2,256,388	3.267		\$ 2,366,101		447	1.521	\$ 2,278,068			\$ 2,305,371

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	47,819	0.600	07/01/2013	47,819		1	0.600	47,819	SYS79013	79013	47,819
U.S. Treasury	USB	23,000	2.214	10/17/2018	22,731	04/25/2019	55	2.271	22,916	912796QC6	26700	22,922
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	122	1.400	1,031,447	3133XU9G6	26456	1,034,993
Fund Total and Average		\$ 1,095,819	4.167		\$ 1,153,258		115	1.383	\$ 1,102,182			\$ 1,105,734

LEC O & M Reserve

Local Agency Investm		288,896	2.399	07/01/2013	288,896		1	2.399	288,896	SYS70047	70047	288,896
Union Bank of Califo	UBOC	3,055,417	0.002	07/18/2013	3,055,417		1	0.002	3,055,417	SYS70041	70041	3,055,417
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	462	1.550	3,569,090	3130ABJQ0	26440	3,614,549
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	487	1.300	2,948,220	3136G3JJ2	26341	3,000,000
Fund Total and Average		\$ 9,959,313	1.021		\$ 9,958,265		315	1.024	\$ 9,861,623			\$ 9,958,862

GRAND TOTALS:

		\$ 35,025,009	1.867		\$ 35,158,895		397	1.662	\$ 34,742,518.			\$ 35,063,072
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Investment #26337 FFCB Callable anytime



Commission Staff Report

March 20, 2019

COMMISSION MEETING DATE: March 28, 2019

SUBJECT: Sale or Disposal of Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Note and file report by all members for the disposal of scrap metal (consisting of old pumps, valves, shop heater, etc.), old station transformer core, 2 air compressors, piping and cables. The air compressors, piping and cables have been deemed to have no value and were disposed of via environmental services. The old pumps, valves, shop heater as well as the transformer core have been deemed scrap metal and were disposed of via recycling establishment.

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipt of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 5/22/18

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.	2	Air Compressor	S				CTI Lodi
2.	1	Piping/Cables	S				LEC/CT2
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: Scrap

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Phillipot / Michael DeBortoli
 ORG. _____
 APPROVED BY: [Signature] CODE: _____
 (ASST. GEN. MANAGER)
 AUTHORIZATION TO PROCEED: [Signature] DATE: 5/25/18
 (GENERAL MANAGER)

ORIGINAL TO TREASURER-CONTROLLER

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)



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 1/2/18

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & YINs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	1	Scrap Metal (Includes old pumps, valves, shop heater, etc.)	S				LEC
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: Scrap Metal

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Philpot / Michael DeBortoli
ORG. _____
APPROVED BY: [Signature] (ASST. GEN. MANAGER)
CODE: _____
AUTHORIZATION: [Signature] (GENERAL MANAGER)
TO PROCEED: [Signature] (GENERAL MANAGER) DATE: 1/2/18

ORIGINAL TO TREASURER-CONTROLLER

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)



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 2/6/18

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCN's & VIN's)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
				UNIT	TOTAL		
1		Old station transformer core	S				CT1 Alameda
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: Scrap Metal

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Phillips / Michael DeBortoli
 ORG. _____
 APPROVED BY: [Signature] (ASST. GEN. MANAGER)
 AUTHORIZATION TO PROCEED: [Signature] (GENERAL MANAGER)
 DATE: 2/8/18

ORIGINAL TO TREASURER-CONTROLLER

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)



Commission Staff Report

Date: March 20, 2019

COMMISSION MEETING DATE: March 28, 2019

SUBJECT: Allied Power Group, LLC – Five Year Multi-Task General Services Agreement for inspection and maintenance related services/equipment; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 19-27 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Allied Power Group, LLC for inspection and maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Inspection and maintenance related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on March 6, 2019 and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on March 11, 2019 and was approved.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Allied Power Group, LLC

RESOLUTION 19-27

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR
PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH ALLIED POWER
GROUP, LLC**

(reference Staff Report #136:19)

WHEREAS, inspection and maintenance related services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Allied Power Group, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Allied Power Group, LLC to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$2,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Allied Power Group, LLC with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 for inspection and maintenance related services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ALLIED POWER GROUP, LLC**

This agreement for general services and purchase of equipment, materials, and supplies ("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 Allied Power Group, LLC, a LLC, with its office located at 10131 Mills Road, Houston, TX 77070 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2019 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 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 or monetary cap on Requested Work and all related expenditures authorized by that

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO MILLION** dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices.

For Services: 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.

For Goods: Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

All invoices shall be sent to:

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

- 2.2 Monthly Payment.** Agency shall make payments, based on invoices received, for Work satisfactorily performed and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. 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 left blank.

4.4 Pollution Insurance. Intentionally left blank.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.5, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1 and 4.5.5, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

6.2 Contractor Not Agent. Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors

shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

Without limiting the generality of the foregoing, and in addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Contractor, Contractor 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. Contractor 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.

In the event of a valid warranty claim, the Contractor shall replace or repair the defective goods and/or services.

- 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 as detailed on each line item of the Purchase Order, 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. In the event of a defect, Agency shall provide clear access to the Work at the installation site; provided, however, that Contractor shall be responsible for any cost related to uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform its warranty obligations.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

location, would place Contractor in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Allied Power Group, LLC
Attention: Jeremy Clifton, Director of Business Development
10131 Mills Road
Houston, TX 77070

With a copy to:

Elizabeth LaBelle
Senior Client Services Manager
10131 Mills Road
Houston, TX 77070

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ALLIED POWER GROUP, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

DAVID THIES,
CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Allied Power Group, LLC (“Contractor”) shall provide inspection and maintenance services/materials as requested by the Northern California Power Agency (“Agency”) at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members:

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

- Compressor inspections
- Combustion inspections (CI)
- Hot gas path inspection (HGP)
- Steam Turbines inspections
- Major turbine inspections
- Process pumps and compressors
- Turbine overhaul and valve maintenance
- Field machining and Millwright services
- Propose resource requirements for maintenance outages
- Crane support and operation
- Project management, turbine tooling kits, and transportation of all equipment
- Provide engineering and senior technical advisors and support packages as required.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Good Through 6/30/2019

Labor Rates

JOB CLASSIFICATION	STRAIGHT TIME	OVER TIME	DOUBLE TIME
Customer Rep/TFA/PM	\$190.00	\$235.00	\$290.00
Technical Director	\$160.00	\$200.00	\$245.00
Project Coordinator	\$145.00	\$188.00	\$228.00
General Foreman	\$145.00	\$188.00	\$228.00
Foreman	\$140.00	\$179.00	\$218.00
Millwright Journeyman	\$135.00	\$171.00	\$208.00
Crane Operator	\$136.00	\$175.00	\$212.00
Specialty Technician	\$135.00	\$171.00	\$208.00

Tooling and Rental Equipment

EQUIPMENT	DAILY	WEEKLY	CONSUMABLES	FREIGHT
Major Set (Steam/Gas)	\$1,500	\$6,000	\$200/day	Cost +15%
HGP Tool Set	\$1,000	\$5,000	\$150/day	
CI Tool Set/Minor	\$ 750	\$3,500	\$100/day	
Generator Tool Set	\$1,000	\$4,000	\$250/day	
Company Truck	\$ 210		Fuel cost +15%	

NOTES

1. Straight time shall be eight (8) hours per day, Monday through Friday. Over time shall be charged for the first 2 hours over 8 Monday through Friday and the first 10 hours on Saturdays. Double time will be charged for all hours worked in excess of 10 hours Monday through Saturday, Sundays and the following holidays: New Year's Day, Memorial Day, Veterans Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas day.
2. Minimum billable hours Monday – Friday are 8-hrs/day not including federal holidays. Stand by time will be billed at straight time for holidays and weekends if employees are expected to be available for call in. On Saturdays, Sundays and Holidays there will be a 4-hr. minimum show up time whether work is performed or not. There will be a minimum 8 hour if worked more than 4 hrs.
3. Travel time will be billed at 8 hrs. straight time for all non-local resources.
4. Per Diem will be billed at applicable GSA rate and will be charged every day, including travel until individual is released from the job site.
5. All other expenses not quoted separately: travel expense, purchased materials, subcontracted services, and shipping shall be charged at cost + 15%.
6. There will be a company truck charged per shift for Foreman and General foreman to cover the cost of a service truck.
7. Personal auto usage will be billed at \$.60 per mile
8. Tool rental charges start when the tools are off loaded at site and apply until tools are shipped from site.
9. Consumable charges will be billed for each day labor is billed to project and travel.
10. Sub contracted services and engineered parts will be quoted on a case by case basis.
11. Rates dayshift only. Night time rates can be supplied upon request.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Allied Power Group, LLC

(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.

NOT APPLICABLE - EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

Date: March 20, 2019

COMMISSION MEETING DATE: March 28, 2019

SUBJECT: Drill Tech Drilling & Shoring, Inc. – Five Year Multi-Task General Services Agreement for engineering, inspection and maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

RECOMMENDATION:

Approval of Resolution 19-28 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Drill Tech Drilling & Shoring, Inc. for engineering, inspection and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

NCPA has worked with Drill Tech for over 5 years on a variety of projects, including tunnel maintenance and slope stabilization projects at the NCPA Hydroelectric facility. Most recently, Drill Tech worked with the Hydroelectric facility to maintain infrastructure at the Adit 4 location. Drill Tech provides specialized inspection and maintenance services in order to comply with regulatory requirements and the continued operation of facilities in a safe manner. This contract would be available to all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements with Syblon Reid Construction and Ford Construction for similar services and seeks competitive bids from multiple qualified providers. Bids are awarded to the lowest cost and/or best value provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on March 6, 2019 and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on March 11, 2019 and was approved

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive style with a large initial "R" and "H".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Drill Tech Drilling & Shoring, Inc.

RESOLUTION 19-28

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH DRILL TECH DRILLING & SHORING, INC.

(reference Staff Report #137:19)

WHEREAS, various engineering and maintenance services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Drill Tech Drilling & Shoring, Inc. (Drill Tech) provides engineering and maintenance services including tunnels and other infrastructure; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Drill Tech in an amount not-to-exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Drill Tech Drilling & Shoring, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for engineering, inspection and maintenance services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DRILL TECH DRILLING & SHORING, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Drill Tech Drilling & Shoring, Inc., a corporation with its office located at 2200 Wymore Way, Antioch, CA 94509 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20__ ("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** one million dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.5 All Policies Requirements.

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

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

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

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

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:
- 9.4.3.1** Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
 - 9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
 - 9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival

purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

Brett Mainer, Vice President
Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509
925-978-2060

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

DRILL TECH DRILLING & SHORING, INC

Date _____

Date _____

RANDY HOWARD, General Manager

BRETT MAINER, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Drill Tech Drilling & Shoring, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- Providing a California State Licensed Tunnel Gas Tester and Tunnel Safety Representative to perform duties required by the CalOSHA Tunnel Safety Orders;
- Participating in tunnel inspections;
- Providing Tunnel Ventilation, lighting, and communication systems in compliance with the CalOSHA Tunnel Safety Orders;
- Providing support tunnel rescue team;
- Perform
 - Rock scaling and slope stabilization;
 - Rock excavation;
 - Tunnel/shaft stability maintenance including rock bolting and shotcreting;
 - Reinforced concrete forming and pouring;
 - Tiedown anchoring;
 - Site dewatering;
 - Earth retention;
 - Ground treatments;
 - Soil nailing;
 - Specialized road maintenance;
 - Design of tunnel stability systems; and
 - Other tunnel and hard-rock safety engineering and maintenance tasks.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Please see attached rate sheet.

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

The rates set forth above are valid from February 2019 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

March 20, 2019

COMMISSION MEETING DATE: March 28, 2019

SUBJECT: Amendment to Facilities Schedule 7

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

NCPA staff recommends that the Commission approve and adopt an amendment to Facilities Schedule 7, Appendix B, Section 2.2 of the Amended and Restated Facilities Agreement, as further described in Staff Report 139:19, including any non-substantive modifications to such amendment approved by NCPA's General Counsel.

BACKGROUND:

The Amended and Restated Facilities Agreement (Facilities Agreement) contains the terms and conditions under which Northern California Power Agency (NCPA) may acquire, construct, finance and plan for the addition of NCPA Projects, and manage, maintain, operate, schedule and perform billing for NCPA Projects. The Facilities Agreement contains a number of Facilities Schedules that include detailed principles, descriptions and procedures for managing, operating, scheduling, billing and settlement of NCPA Projects.

DISCUSSION:

Facilities Schedule 7 contains the North Fork Stanislaus River Hydroelectric Development Project (otherwise commonly referred to as the "NCPA Hydro Project") operating procedures. Appendix B of Facilities Schedule 7 describes the procedures used by NCPA for allocating NCPA Hydro Project generation output to the NCPA Hydro Project Participants.

Section 2.2 of Appendix B currently states that generation actually produced at the New Spicer Meadows (NSM) power plant will be allocated to the Operating Entities in proportion to their water release schedules. The NSM power plant consumes approximately 400 cfs of water when operating at full load. The amount of water released from the NSM Reservoir to generate power at the NSM power plant is referred to as non-bypass releases. As part of operating the NCPA Hydro Project, NCPA, in coordination with the Operating Entities, may release an amount of water from the NSM Reservoir that may be in excess of the amount of water necessary for NSM power plant operations, and this excess amount of water (bypass releases) must be allocated among the NCPA Hydro Project Operating Entities.

NCPA staff have identified a need to amend Facilities Schedule 7, Appendix B, Section 2.2 to clarify the procedure used for allocating non-bypass releases and bypass releases between the NCPA Hydro Project Operating Entities, to ensure all water released from the NSM Reservoir is properly allocated. NCPA staff have developed revised language in Facilities Schedule 7, Appendix B, Section 2.2, to clarify the procedure used by NCPA to allocate NSM Reservoir water releases.

The proposed amendment to Facilities Schedule 7, Appendix B, Section 2.2 is attached to this Staff Report for your reference.

FISCAL IMPACT:

Work associated with review and development of the amendment to Facilities Schedule 7 was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on March 12, 2019. No formal action was taken due to the lack of a quorum, however, the Project participants present at the meeting voiced their support for the recommendation below and no other meeting attendees had any objections.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments: Resolution 19-29
Amendment to Schedule 7, Appendix B, Section 2.2

RESOLUTION 19-29

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AMENDMENT TO FACILITIES SCHEDULE 7

(reference Staff Report #139:19)

WHEREAS, the Amended and Restated Facilities Agreement (Facilities Agreement) contains the terms and conditions under which Northern California Power Agency (NCPA) may acquire, construct, finance and plan for the addition of NCPA Projects, and manage, maintain, operate, schedule and perform billing for NCPA Projects; and

WHEREAS, the Facilities Agreement contains a number of Facilities Schedules that include detailed principles, descriptions and procedures for managing, operating, scheduling, billing and settlement of NCPA Projects; and

WHEREAS, Facilities Schedule 7 contains the North Fork Stanislaus River Hydroelectric Development Project (otherwise commonly referred to as the "NCPA Hydro Project") operating procedures, and Appendix B of Facilities Schedule 7 describes the procedures used by NCPA for allocating NCPA Hydro Project generation output to the NCPA Hydro Project Participants; and

WHEREAS, Section 2.2 of Appendix B currently states that generation actually produced at the New Spicer Meadows (NSM) power plant will be allocated to the Operating Entities in proportion to their water release schedules; and

WHEREAS, the NSM power plant consumes approximately 400 cfs of water when operating at full load, and the amount of water released from the NSM Reservoir to generate power at the NSM power plant is referred to as non-bypass releases; and

WHEREAS, as part of operating the NCPA Hydro Project, NCPA, in coordination with the Operating Entities, may release an amount of water from the NSM Reservoir that may be in excess of the amount of water necessary for NSM power plant operations, and this excess amount of water (bypass releases) must be allocated among the NCPA Hydro Project Operating Entities; and

WHEREAS, NCPA staff have identified a need to amend Facilities Schedule 7, Appendix B, Section 2.2 to clarify the procedure used for allocating non-bypass releases and bypass releases between the NCPA Hydro Project Operating Entities, to ensure all water released from the NSM Reservoir is properly allocated; and

WHEREAS, NCPA staff have developed revised language in Facilities Schedule 7, Appendix B, Section 2.2, as further described in Staff Report 139:19, to clarify the procedure used by NCPA to allocate NSM Reservoir water releases; and

WHEREAS, work associated with review and development of the amendment to Facilities Schedule 7 was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves an amendment to Facilities Schedule 7, Appendix B, Section 2.2 of the Amended and Restated Facilities Agreement, as further described in Staff Report 139:19, including any non-substantive modifications to such amendment approved by NCPA's General Counsel.

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

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

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

2.2 NSM Generation. Generation actually produced at the NSM power plant will be allocated to the Operating Entities in proportion to their water release schedules up to the available generator capacity. Water release schedules that flow through the available generators will be referred to as “non-bypass releases”. In the event of water release schedules in excess of available generator capacity (i.e., “bypass releases”), water accounting will be based on bypass releases plus non-bypass releases,~~as specified in Appendix B of the Amended and Restated Scheduling Coordination Program Agreement.~~ This allocation means that it is the NSM water release schedules, and not the NSM energy schedules, that form the basis for the allocation of power at NSM. The NSM energy schedules are needed to determine CAISO energy balancing purposes in the day-ahead market, and should correspond appropriately to the NSM water release schedules, but ultimately it is the NSM water release schedules that dictate the allocation.