



651 Commerce Drive
Roseville, CA 95678

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

Minutes - DRAFT

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: October 26, 2017, NCPA Commission Meeting

Item #1 – Call Meeting to Order and Introductions

Chair Bob Lingl called the meeting to order at 9:35 am at NCPA' Roseville Office, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance at NCPA's Roseville are shown on the attached attendance list. *Members attending via telephone: Terry Crowley (Healdsburg), Nico Procos (Alameda), Greg Scharff (Palo Alto), David Hagele (Healdsburg), Basil Wong (Port of Oakland), and Melissa Price (Lodi – non voting participant).*

Item #2 – Approve Minutes of the September 29, 2017, Regular Commission Meeting

Motion: A motion was made by Teresa O'Neill and seconded by Roger Frith to approve the Minutes of the September 29, 2017, Commission meeting. The motion carried unanimously on a roll call vote of those members present.

PUBLIC FORUM

Chair Lingl 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

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

General Manager Randy Howard reported:

- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- Update on members visits. Met with Port of Oakland and BART.
- Brief overview of CAISO Symposium that was held in Sacramento last week.
- Provided a brief update on the Hometown Connections discussions. At this time, a tentative contract is being reviewed by the American Public Power Association. The involved parties plan to hold a final negotiations meeting in early December.
- Plant operations are doing well and the market has been high. Lodi Energy Center has been running 24 hours a day, and all peak plants have been running as well.

- Met with CMUA and SCPA regarding legislative activities. Continue to discuss consensus on legislative issues moving forward. The next joint meeting is scheduled on November 18.

Item #4 – Executive Committee

Committee Chair Bob Lingl reported that 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. No reportable action was taken on the closed session items.

Item #5 – Facilities Committee

Assistant General Manager Dave Dockham reported the Committee met once since the last Commission meeting. The Committee met and discussed items 13, 14, 15, and 18, on today's Agenda at a regular scheduled meeting. A quorum of the Committee was not established, but those members in attendance supported staff's recommendation.

Item #6 – Finance Committee

Committee Chair David Hagele reported that the Committee met once under a Special meeting Agenda since the last Commission meeting. The Committee met and discussed items 15 and 18 on today's Agenda. The Committee recommended Commission approval of all items. The next Committee meeting is on November 8.

Item #7 – Legal Committee

General Counsel Jane Luckhardt reported that the Committee did not meet since the last Commission meeting.

Item #8 – Legislative & Regulatory Affairs Committee

Committee Chair Teresa O'Neill reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled on November 29 at NCPA's office in Roseville. Capitol Day is scheduled on January 29, 2018, and NCPA's Strategic Issues Conference (SIC) is scheduled on January 16-18, 2018, at the Embassy Suites in Sacramento. Save the Date postcards for SIC will be mailed the first of November.

Item #9 – Members' Announcements & Meeting Reporting

No announcements or meeting reporting was mentioned.

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 for discussion.

Motion: A motion was made by Bonnie Gore and seconded by Dan Beans to approve the Consent Calendar consisting of items 10, 11, 12, 13, 14, 15, and 16. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.
BART, Lodi and Shasta Lake were absent.

Item #10 – NCPA's Financials for the Month Ended September 30, 2017 – approval by all members.

Item #11 – Treasurer's Report for the Month Ended September 30, 2017 – accept by all members.

Item #12 – 2018 NCPA Committee Meeting Calendar – approval by all members the Committee Meeting Calendar for CY 2018.

Fiscal Impact: None.

Item #13 – Resolution 17-87, EGS Consulting, Inc. – Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: NCPA Geysers Geothermal Facility – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with EGS Consulting, Inc., for engineering and geologic services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years. This contract would be available for use at the NCPA Geysers Geothermal facility only.

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

Port of Oakland, Redding and Truckee Donner abstained.

Item #14 – Resolution 17-88, TRB and Associates – First Amendment to Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to Multi-Task Consulting services Agreement with TRB and Associates, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, and opening the agreement for use by all NCPA Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Fiscal Impact: 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.

Item #15 – Resolution 17-90, Appointment of the NCPA Finance Committee – adopt resolution by all members ratifying the appointment of Robert (Bob) Orbeta, AGM of Administration, Alameda Municipal Power, as a member of the Finance Committee.

Fiscal Impact: The requested action has no direct fiscal impact to the Agency.

Item #16 – Resolution 17-91, Approval of Revenue Allocation Policy – adopt resolution by all members the following revenue allocation policy elements, and terminates the interim revenue allocation policy:

1. Allocate ten percent (10%) of revenues received, for the exclusive benefit of Members, in proportion to their contribution to A&G expenses using data from the most recent complete fiscal year, (e.g., FY18 revenue allocated in proportion to final FY16 data);
2. Allocate the balance of revenues received to Members and “non-Member Participants of NCPA Projects” using the existing NCPA Power Management Cost Allocation Spreadsheet Model (otherwise commonly known as the “Nexant Model”), as such is defined in the Power Management and Administrative Services Agreement (PMASA);
3. Apply revenue allocation methods described in item 2 above to the portion of services that are not under a fixed-rate pricing structure;
4. Direct NCPA staff to review the revenue allocation methodology periodically, in the same frequency and timing that cost allocation methodologies are reviewed as such is defined in the PMASA, (i.e., every 5 years), or more frequently if necessary;
5. Apply these adjustments in policy to FY18 and subsequent years; and
6. Develop additional policy recommendations that will reserve a greater proportion of revenues for the exclusive benefit of Members in the event service contract proceeds exceed the cost of services provided.

Fiscal Impact: Replacing the Interim Policy with the recommendations above will cause a budget deviation for FY18, as illustrated in the attached table. The cost associated with implementing this policy is immaterial. Staffing levels are included in the FY18 budget, and staffing levels are not expected to change from implementing this policy. Total budgeted revenues in FY18 is \$595,000. Ten percent (10%) of revenues received will be allocated to Members in proportion to their contributions toward A&G costs, and the balance of revenues received will be allocated to Members and non-Member Participants of NCPA Projects using the Nexant Model.

DISCUSSION/ACTION ITEMS

Item #17 – Resolution 17-89, Adoption of Amount of Employer Contribution to CalPERS Medical Plans for Calendar Year 2018 – adopt resolutions by all members approving the setting up to \$1,647.27 per month, but not less than the amounts prescribed by Section 22893 (a) (1), plus CalPERS administrative fees and Contingency Reserve Fund assessments, as the maximum Agency contribution for the CalPERS Medical Plans for employees and annuitants and their dependents for calendar year 2018; and approve specific CalPERS Resolutions for each employee and/or employee/annuitant group including Resolution Nos. 17-89 A for IBEW Local 1245-Group 200, 17-89 B for HEA-Group 300, 17-89 C for Unrepresented Staff-Group 400, 17-89 D for Power Generation Employees-NPERS Group 701, 17-89 E for Unrepresented Administrative Members-NPERS Group 702, 17-89 F for HEA-NPERS Group 703, 17-89 G for IBEW Local 1245-Group 002, 17-89 H for HEA-Group 003, and 17-89 I for Unrepresented Staff-Group 004.

Fiscal Impact: The cost of the Agency's contribution for the CalPERS Medical Plans for employees and annuitants is included in the current fiscal year approved budget. The recommended monthly maximum contribution for employees of \$1,647.27 for 2018 is an increase of \$31.79 per employee from the approved amount of \$1,615.91 in 2017. Under GC 22893, the maximum monthly retiree contribution for family coverage in 2018 is \$1,766.00, which is an increase of \$39.00 from \$1,727.00 in 2017.

Assistant General Manager/CFO Monty Hanks provided an explanation of the CalPERS medical insurance and supporting resolutions.

Motion: A motion was made by Steve Hollabaugh and seconded by Teresa O'Neill to adopt the resolution approving the maximum NCPA monthly employee medical plan contribution of to \$1,647.27 per month, but not less than the amounts prescribed by Section 22893 (a) (1), plus CalPERS administrative fees and Contingency Reserve Fund assessments, as the maximum Agency contribution for the CalPERS Medical Plans for employees and annuitants and their dependents for calendar year 2018; and approve specific CalPERS Resolutions for each employee and/or employee/annuitant group including Resolution Nos. 17-89 A for IBEW Local 1245-Group 200, 17-89 B for HEA-Group 300, 17-89 C for Unrepresented Staff-Group 400, 17-89 D for Power Generation Employees-NPERS Group 701, 17-89 E for Unrepresented Administrative Members-NPERS Group 702, 17-89 F for HEA-NPERS Group 703, 17-89 G for IBEW Local 1245-Group 002, 17-89 H for HEA-Group 003, and 17-89 I for Unrepresented Staff-Group 004. The motion carried by a unanimous roll call vote on those members present.
BART, Lodi and Shasta Lake were absent.

Item #18 – Acceptance of the Annual Financial Statements and Associated Audit Report and Letters for the Years Ended June 30, 2017 and 2016 – accept and file by all members the Annual Financial Statements and Associated Audit Report and Letters for the years ended June 30, 2017, and 2016.

Fiscal Impact: This is a financial report for the years ended June 30, 2017, and 2016, which has no direct budget impact to the Agency, but merely reports on the fiscal impacts for the last fiscal year.

Assistant General Manager/CFO Monty Hanks provided a brief update on the Annual Financial Statements and Associated Audit Report and introduced Russ Hissom of Baker Tilly. Mr. Hissom gave a presentation on the outcome of the audit.

Motion: A motion was made by Roger Frith and seconded by Teresa O'Neill to accept and file by all members the Annual Financial Statements and Associated Audit Report and Letters for the years ended June 30, 2017, and 2016. The motion carried by a unanimous roll call vote on those members present. *BART, Lodi and Shasta Lake were absent.*

Item #19 – Overview of Budget Process and Approach – Request for Guidance of FY 2018/19 NCPA Operating Budget Directions – approve by all members the Operating Budget directions as presented and direct staff to prepare for the FY2018/19 Operating Budget in accordance with the accepted directions.

Fiscal Impact: Direction provided in this presentation will provide budget guidance for FY2018/19. Specific fiscal impact is not known at this time. Actual fiscal impact will be presented at the time of final approval of the FY2018/19 Operating Budget, currently scheduled for April 2018.

Assistant General Manager/CFO Monty Hanks gave a presentation on the overview of the budget process and approach for FY2018-19 Operating Budget.

Motion: A motion was made by Roger Frith and seconded by Mel Grandi to approve the 2018/2019 Operating Budget directions as presented and instruct staff to prepare the draft 2018/2019 Operating Budget in accordance with those approved directions. The motion carried unanimously on a roll call voice of those members present.

BART, Lodi and Shasta Lake were absent.

CLOSED SESSION

Non-essential Members and staff left the meeting for the closed session discussion.

Item #20 – Conference with Legal Counsel existing litigation pursuant to California Government Code Section 54956.9(d)(1): *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.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated no reportable action was taken on closed session item 20.

NEW BUSINESS

Chair Lingl recognized those Members and staff that have an October birthday. General Manager Randy Howard provided a copy of the NCPA Leadership Program brochure and mentioned that nominations for selected staff is due to NCPA's Human Resources department by October 27, 2017.

ADJOURNMENT

The October 26, 2017, Commission meeting was adjourned at 10:55 am.

Respectfully submitted,

//

CARY A. PADGETT

Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting of October 26, 2017
COMMISSIONER
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BIGGS	<i>Ray J. Bell</i>
GRIDLEY	<i>Mary Davidson</i>
HEALDSBURG	
LODI	
LOMPOC	<i>Paul J.</i>
PALO ALTO	
PORT OF OAKLAND	
PLUMAS-SIERRA REC	<i>Michael Brozo</i>
REDDING	<i>DT</i>
ROSEVILLE	<i>Bonnie Cole</i>
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART)	
SANTA CLARA	<i>Teresa O'Neill</i>
SHASTA LAKE	
TRUCKEE DONNER	<i>Stephen Hallbergh</i>
UKIAH	<i>MJ Gaudi</i>



CONSENT CALENDAR

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

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

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: 10/26/17

Consent Items Listed on the Agenda: # 10 to # 16

Consent Items Removed from the Agenda and Approved Separately:

Ø

*Motivi
RSV2 / Redding*

ROLL-CALL VOTE BY MEMBERS:

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi			X
Lompoc		Y	
Palo Alto		Y	
Port of Oakland	13	X	
Redding	13	Y	
Roseville		Y	
Santa Clara		Y	
Shasta Lake			X
Truckee Donner	13	Y	
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST:



 Cary A. Padgett

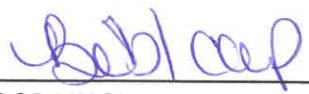
Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 17-89 item 17

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

Passed and adopted this 26th day of October 2017, by the above vote on roll call.


BOB LINGL
 Commission Chair

ATTEST: 
CARY A. PADGETT
 Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic: item 18

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

Passed and adopted this 26th day of October 2017, by the above vote on roll call.

Bob Lingl
BOB LINGL
Commission Chair

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

**Northern California Power Agency
ROLL CALL VOTE**

Topic: item 19

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

Passed and adopted this 26th day of October 2017, by the above vote on roll call.

Bob Lingl
BOB LINGL
Commission Chair

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



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: November 30, 2017
To: NCPA Commission
Subject: November 1, 2017 and November 2, 2017 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

Date: November 6, 2017
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 1, 2017, Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Melissa Price at 9:02 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger and Debbie Whiteman (Alameda), Mark Sorensen (Biggs), Jiayo Chiang (Lodi), Jim Stack (Palo Alto), Basil Wong (Port of Oakland), and Steve Hance and Kathleen Hughes (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. Approve minutes from the September 6, 2017, and October 4, 2017, Facilities Committee meetings and the September 20, 2017 Facilities Committee Special meeting.** A motion was made by Shannon McCann and seconded by Mike Brozo recommending approval of the September 6, 2017, and October 4, 2017 Facilities Committee meeting minutes, and September 20, 2017 Facilities Committee Special meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.
- 3. Appointment of Facilities Chair and Vice Chair** – The 2017 Vice Chair, Mike Brozo (Plumas-Sierra REC), will be appointed as the 2018 Chair. The Committee nominated Tikan Singh (Lompoc) as the new Vice Chair.

Motion: A motion was made by Mike Brozo and seconded by Shannon McCann recommending the appointment of Vice Chair Mike Brozo, as the 2018 Facilities Committee Chair, and the Committee nominates Tikan Singh as the new Vice Chair. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 4. All Generation Services Facilities, Members, SCPPA – Sabah International, Inc. Multi-Task General Services Agreement** – Staff gave background information and recommended Commission approval of a five-year Multi-Task General Services Agreement with Sabah International, Inc. for fire system maintenance, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report was available for review.

Motion: A motion was made by Mike Brozo and seconded by Shannon McCann recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated for fire systems maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, 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, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Port of Oakland. The motion passed.

- 5. All Geothermal Facilities – Sunshine Metal Clad MTGSA** – Staff gave background information and recommended Commission approval of a five-year Multi-Task General Services Agreement with Sunshine Metal Clad, Inc. for insulation 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. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report was available for review.

Motion: A motion was made by Shannon McCann and seconded by Alan Hanger recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sunshine Metal Clad, Inc. for insulation 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, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Port of Oakland. The motion passed.

- 6. Geo Plant Update – Information Only** – Marty LeBrett updated the Committee regarding recent wildfires that were close to the NCPA Geothermal Facility. The Tubbs Fire started on 10/8/2017, and the Pocket Fire on 10/9/2017, causes are still under investigation. Winds were blowing 60-80 miles per hour at the time these fires started increasing chances for them to spread quickly. In total, 6,707 structures were destroyed during these fires. The Pocket Fire burned within approximately 5 miles from the Geysers Calpine, and NCPA plants. Fire hoses were laid out, and extra personnel were scheduled at the Geo plant over the weekend for safety and fire watch. Five NCPA employees had to evacuate their homes on 10/9/2017.

Prior to the fires, PG&E had scheduled their 230kv line out of service to replace one of their towers due to sliding, thus the need to take Plant 1 and several Calpine plants off line. The PG&E crews scheduled to work on the tower replacement were called off to respond to fire needs. Plant 1 remained out of service until 10/20 waiting for the line to become available.

Plant staffing and outage work were evaluated to substantiate the need for extra staffing for fire watch over the weekend, and additional work that could be completed while the plant remained out of service. This work included switch gear breaker inspections and servicing, cooling tower distribution, valve and deck repair, Stretford system tank repair, and main steam stop valve repair. The Engineering Department also inspected the condenser ball cleaning system during this down time. The PG&E 230kv line became available late on the night of 10/18. Plant 1, Unit 1, returned to service on 10/19, and Unit 2 returned to service on 10/20 after completion of the main stop valve repair.

- 7. CT Plant Update – Information Only** – Mike DeBortoli updated the Committee on CT/LEC operations, with a focus on the recent CT1 outage. The CT1 Lodi Plant has had a great year using 197 hours (98%) out of a maximum amount of 200 service hours. Since the average hours per start is three hours, this plant will no longer be in service this year, unless an emergency situation arises.

The U-Type Bushing at LEC, was replaced in September, after a lightning strike last July caused this to fail. The total cost for this replacement was \$264,000. The Alameda CT also replaced the old aux transformer after failure, with a new more robust transformer. The total cost for this replacement was \$74,000.

- 8. 2018 NCPA Insurance Renewal** – Staff gave background information and recommended Commission approval for NCPA Property insurance renewals. It was decided to combine the NCPA and Lodi Energy Center (LEC) property policies into one policy this year to secure competitive rates, and unify the policy limits, terms, and conditions. The combined policy brings the NCPA property insurance policy limit to \$325,000,000, more than doubling the \$150,000,000 limit when underwritten separately before. Due to the difference in casualty exposure of NCPA and LEC projects, casualty insurances are still underwritten separately.

Motion: A motion was made by Shannon McCann and seconded by Mike Brozo recommending Commission approval delegating authority to the General Manager to negotiate, and bind coverage amounts as presented or better, and a not to exceed proposed premiums at \$2.423 million. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

9. Planning and Operations Update –

- The TO18 & TO19 proceedings continue to be on schedule and moving along, setting up for a trial protesting PG&E's allocated costs regarding transmission rates.
- NCPA continues to meet with PG&E to work on development of an Order 890 complaint regarding PG&E's lack of a transmission planning process. A CAISO Business Practice Manual and Tariff were presented at the last meeting for consideration. The next meeting is scheduled for November 13.
- Three service proposals that have already been executed are with Merced Irrigation District, Placer County Water Agency, and Pioneer Community Energy. Other service proposals have also gone out to SCPPA, Monterey Bay Community Power, and East Bay Community Energy. Others on the horizon are South Feather Water and Power, CA State University System, San Jose Community Choice and Los Angeles CCA's.
- RA nominations are due this week for Healdsburg, Lodi, Lompoc, and Ukiah.
- NCPA is starting the budget process. The plant output assumptions are due to the Generation Services Plant Managers November 7, 2017.
- The CAISO tried to dispatch the Lodi CT, but the service hours have been maxed for this year. If the CT does get dispatched, the CAISO will pay appropriately for this, as it's only supposed to be run in an emergency situation now. NCPA may check into getting more hours for this plant next year.
- The Audit 4 repairs are progressing nicely and on schedule for completion in two weeks.

- 10. Schedule next meeting date** – the next regular Facilities Committee meeting is scheduled for December 6, 2017.

ADJOURNMENT

The meeting was adjourned at 10:29 am by the Committee Chair.

**Northern California Power Agency
November 1, 2017 Facilities Committee Meeting
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	<i>Michael</i>
LOMPOC	<i>Tyler Lopez</i>
PALO ALTO	
PLUMAS-SIERRA REC	<i>Michael Boyd</i>
PORT OF OAKLAND	
ROSEVILLE	<i>Michael</i>
SANTA CLARA	
TID	
UKIAH	



651 Commerce Drive
Roseville, CA 95678

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

Minutes

Date: November 8, 2017
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 2, 2017, Facilities Committee Special Meeting Minutes

- 1. Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Melissa Price at 10:35 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger (Alameda), Mark Sorensen (Biggs), Jiayo Chiang and Melissa Price (Lodi), Jim Stack (Palo Alto), Basil Wong (Port of Oakland), and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. Monterey Bay Community Power Services Offer** – Staff presented information to seek a recommendation regarding the terms and conditions of NCPA’s proposal to provide services to Monterey Bay Community Power.

NCPA regularly receives RFP’s for Power Management services. Three services proposals have recently been executed including Merced Irrigation District (MEID), Placer County Water Agency (PCWA), and Pioneer Community Energy (PCCE). NCPA has sent non-binding service proposals to Southern California Public Power Agency (SCPPA), Monterey Bay Community Power (MBCP), and East Bay Community Energy (EBCE). Others on the horizon are South Feather Water and Power (SFWP), California State University System, San Jose Community Choice, and Los Angeles CCA’s (Beach Cities).

MBCP is requesting NCPA to float initial CAISO estimated aggregate liability amounts, and requests to cover collateral obligations as well at the CAISO. There is a willingness amongst competitors to meet this request. Issues will persist in future service proposals, so competitive offers may require accepting new risks. The purpose of the Special Facilities Committee Meeting is to address these risks.

The tools for supporting responsive options are a Letter of Credit (LOC), and a combination of available agency funds and a LOC. The LOC is more expensive, but any liability would be the responsibility of the service recipient. The second option could be used to optimize and minimize LOC costs where service offers are highly competitive, but NCPA would be at risk for liability.

Motion: A motion was made by Steve Hance and seconded by Mark Sorensen to approve and recommend that the Commission authorize NCPA staff to incorporate the "tools," as described in the presentation, but limited to only the LOC option in the presentation titled MBCP Fees for Services Issues made during the November 2, 2017 Facilities Committee meeting, into non-binding services offers (as needed), where final use and approvals of such "tools" will remain subject to standard reviews and approvals under NCPA's governance processes (e.g., Facilities Committee, Utility Directors and Commission). A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

ADJOURNMENT

The meeting was adjourned at 11:50 am.

**Northern California Power Agency
November 2, 2017 Facilities Committee Special Meeting
Attendance List**

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

NAME	AFFILIATION
Carrie Pollo	NCPA
Dave Dothson	NCPA
Monty Hawks	NCPA
Jane Heckler	NCPA
Tony Zimmer	NCPA
Jonathan Changus	NCPA
Sandra Ainsworth	NCPA

**Northern California Power Agency
November 2, 2017 Facilities Committee Special Meeting
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	<i>Mike Brozo</i>
PORT OF OAKLAND	
ROSEVILLE	<i>Bill Forsythe</i>
SANTA CLARA	
TID	
UKIAH	



651 Commerce Drive
Roseville, CA 95678

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

Commission Staff Report

AGENDA ITEM NO.: 6

Date: November 16, 2017
To: NCPA Commission
Subject: November 8, 2017 Finance Committee Meeting Minutes

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



651 Commerce Drive
Roseville, CA 95678

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

Minutes

Date: November 10, 2017
To: NCPA Finance Committee
From: Trisha Hubbard, Administrative Assistant
Subject: November 8, 2017 Finance Committee Meeting Minutes

Finance Committee Attendees:

Committee Members

David Hagele, Chair	Healdsburg	call-in
Ann Hatcher	Santa Clara	call-in
Melissa Price	Lodi	call-in
Philip McAvoy	Roseville	call-in
Bob Orbeta	Alameda	call-in

Member Staff

Taran Narayan	Palo Alto	call-in
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Attended:

Consultants in attendance-call in:

Mike Berwanger	PFM
Rian Irani	PFM
Tyler Old	PFM
Larry Sobel	Orrick
Mark Bauer	Orrick

NCPA Staff in attendance:

Monty Hanks
Sondra Ainsworth
Randy Howard
Jane Luckhardt
Trisha Hubbard

1. Call Meeting to Order

David Hagele called the meeting to order at 3:01 p.m.

2. Roll call – Roll call was conducted as listed above. A quorum of the Committee was established.

3. Approve the August 9, September 18 and October 17, 2017 Meeting Minutes

Motion: a motion was made by David Hagele and seconded by Philip McAvoy recommending approval of the August 9, 2017 Finance Committee meeting minutes. A vote was taken by roll call: YES = David Hagele (Healdsburg), Melissa Price (Lodi), and Philip McAvoy (Roseville); ABSTAIN = Bob Orbeta (Alameda). The motion passed.

Motion: Motion: a motion was made by David Hagele and seconded by Philip McAvoy recommending approval of the September 18, 2017 Finance Committee meeting minutes. A vote was taken by roll call: YES = David Hagele (Healdsburg) and Philip McAvoy (Roseville); ABSTAIN = Melissa Price (Lodi) and Bob Orbeta (Alameda). The motion passed.

Motion: a motion was made by David Hagele and seconded by Philip McAvoy recommending approval of the October 17, 2017 Finance Committee meeting minutes. A vote was taken by roll call: YES = David Hagele (Healdsburg), Melissa Price (Lodi), and Philip McAvoy (Roseville); ABSTAIN = Bob Orbeta (Alameda). The motion passed.

PUBLIC FORUM

Mr. Hagele asked if anyone wished to address the Committee on matters within the jurisdiction of the Committee. There were no requests for public comment at the site or at any of the teleconference locations.

REPORTS AND COMMITTEE ACTION ITEMS

4. Report on Current Financial Market Conditions or Issues

Michael Berwanger of PFM reported that interest rates remained very low. The yield curve has flattened over the past few months. Interest rates on the short-end have increased while those on the intermediate and long-end have remained flat. There is expectation of a 25 basis point Fed hike in December 2017. The House has released their version of the Tax Reform Plan and PFM provided an overview of the proposed changes impacting state and local government bond financing and the bond financing activities of non-profit institutions. The most notable impact is the possible repeal of advance refunding bonds. The proposed legislation would keep the tax-exemption for interest on current refunding bonds, but eliminates the exemption for interest on advance refunding bonds. The latest reports as of today's date looks like this repeal will happen despite heavy lobbying against it. PFM notes that NCPA is in a unique position because a refunding is already in process so the likeliness to complete the refunding by the end of this year is high.

5. Debt and Interest Rate Management Report

Mr. Berwanger provided an overview of the Hydroelectric Debt Portfolio. The refunding of the Hydroelectric Project, 2008 Series C Bonds are expected to generate approximately \$9 million in present value savings. The next item provides more details on the Hydro Bond refunding and the progress to date.

6. Review of Underwriter RFP Results

With the assistance of PFM, NCPA solicited public sale and direct purchase proposals for the refunding of its Hydroelectric Project Number One, 2008 Series C Bonds. The Agency received responses from eleven qualified underwriters. NCPA and PFM reviewed and evaluated all responses and were in agreement that Citigroup Global Markets (Citi) and Goldman Sachs were the best. The direct purchase proposals are not recommended given the size of the potential transaction, the timing of the refunding and better pricing on public sale options. PFM is recommending pursuing the public sale option for this refunding. Staff is recommending using Citi as the lead underwriter and Goldman Sachs as the co-lead underwriter.

Motion: A motion was made by Bob Orbeta and seconded by David Hagele recommending using Citigroup Global Markets as lead underwriter and Goldman Sachs as the co-underwriter to refund the Hydroelectric Project Number One, 2008 Series C Bonds. A vote was taken by roll call: YES = David Hagele (Healdsburg), Ann Hatcher (SVP), Philip McAvoy (Roseville), Melissa Price (Lodi), and Bob Orbeta (Alameda). The motion passed.

A solicitation was also made for public sale and direct purchase proposals for the refunding of the Lodi Energy Center, Issue One, 2010 Series A Bonds. In addition to the underwriter responses, the agency received three - direct purchase offers from Bank of America Merrill Lynch (BofAML), BBVA Compass Bank, and KeyBank. PFM reported that in the current market, a public sale would be more economic, however, due to other considerations at play such as ease of execution and timing a direct purchase is favored. Given that documents already exist with BofAML from the December 2016 Geo refunding, a direct purchase would be substantially easier to execute and the transaction could be completed by year-end (possibly an important date if the new tax reform plan is passed). Also, a direct purchase would have lower issuance expenses given no underwriter's discount and rating agency fees.

PFM is estimating a December 22nd closing. The Agency does, however, have to opportunity to pull out of the transaction in the event that rates increase to the point that refinancing no longer makes sense. .

Motion: A motion was made by Melissa Price and seconded by David Hagele recommending staff move forward with the direct purchase refunding of the Lodi Energy Center, Issue One, 2010 Series A Bonds. A vote was taken by roll call: YES = David Hagele (Healdsburg), Ann Hatcher (SVP), Philip McAvoy (Roseville), and Melissa Price (Lodi); ABSTAIN = Bob Orbeta (Alameda). The motion passed.

7. Delegation of Investment Duties to the Treasurer-Controller

Sondra Ainsworth reported that in accordance with Government Code 53607, the agency is required to delegate annually the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased for a period of one year. Staff is seeking a recommendation to approve the annual delegation of authority to the Treasurer-Controller of investment duties.

Motion: A motion was made by Bob Orbeta and seconded by Ann Hatcher recommending delegation of investment duties to the Treasurer-Controller. A vote was taken by roll call: YES = David Hagele (Healdsburg), Ann Hatcher (SVP), Philip McAvoy (Roseville), Melissa Price (Lodi) and Bob Orbeta (Alameda). The motion passed.

8. Approval of the 2018 Finance Committee Meeting Calendar

Staff is seeking approval of the 2018 Finance Committee Calendar. One slight change from previous years' meeting dates is that the 2018 quarterly meetings are proposed for Tuesdays.

Motion: A motion was made by Melissa Price and seconded by Ann Hatcher recommending approval of the 2018 Finance Committee meeting calendar. A vote was taken by roll call: YES = David Hagele (Healdsburg), Ann Hatcher (SVP), Philip McAvoy (Roseville), Melissa Price (Lodi) and Bob Orbeta (Alameda). The motion passed.

NEW BUSINESS

9. Other Items of Interest to the Finance Committee

Monty Hanks reported that staff has a meeting scheduled with Cantor Fitzgerald to develop a playbook for the agency's investment strategies. Results of that meeting will be reported at the next Finance Committee meeting.

Sondra Ainsworth reported that since the Agency made changes with US Bank (Agency's banking institution) with the creation of the Sweep and moving excess funds into overnight Commercial Paper account, the Agency has generated \$25,000 of new interest income; the annualized new interest income projection is \$100,000. The new income reduces the amount that will need to be recovered from members and non-member participants..

Randy Howard reported that the Services Agreement with Pioneer Community Choice Energy was recently executed. This will result in added revenue for the Agency.

10. Next Finance Committee Meeting

The next regular Finance Committee meeting is scheduled for February 13, 2017 at 10am.

A Special Meeting will be scheduled in December in regards to the bond refunding.

ADJOURNMENT

The meeting was adjourned at 4:05 p.m.

DRAFT



Commission Staff Report

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: October 2017 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify:

RECOMMENDATION:

Approval by all members.

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the November 30, 2017 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 October 2017 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2017

Operations:

Geothermal	\$ 1,186,858
Hydroelectric	4,896,916
CT#1 Combustion Turbines	476,831
CT#2 STIG	644,230
Lodi Energy Center	4,886,415
NCPA Operating	<u>20,461,714</u>
Total	<u><u>\$ 32,552,964</u></u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED OCTOBER 31, 2017

PERCENT OF YEAR ELAPSED 33%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 2,616,238	\$ 6,646,669	\$ 15,603,994	43%	(a)
Debt Service (Net)	3,188,179	12,752,717	38,258,150	33%	
Annual Budget Cost	5,804,417	19,399,386	53,862,144	36%	
Geothermal					
Other Plant Cost	1,800,611	7,948,843	27,184,263	29%	
Debt Service (Net)	411,312	1,645,248	4,935,743	33%	
Annual Budget Cost	2,211,923	9,594,091	32,120,006	30%	
Combustion Turbine No. 1	433,750	1,904,990	2,848,552	67%	(b)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	162,395	465,185	834,641	56%	(c)
Other Plant Cost	184,897	929,203	2,095,083	44%	(c)
Debt Service (Net)	474,410	1,897,641	5,692,922	33%	
Annual Budget Cost	821,702	3,292,029	8,622,646	38%	
Lodi Energy Center					
Fuel	3,474,643	9,495,747	14,877,170	64%	(d)
Other Plant Cost	3,012,414	7,902,655	19,794,554	40%	(d)
Debt Service (Net)	2,201,387	8,805,547	26,416,640	33%	
Annual Budget Cost	8,688,444	26,203,949	61,088,364	43%	
Member Resources - Energy	3,970,708	19,306,149	53,389,034	36%	(e)
Member Resources - Natural Gas	305,443	1,206,904	3,457,156	35%	
Western Resources	1,381,738	8,039,945	30,119,880	27%	
Market Power Purchases	1,715,475	6,714,105	19,318,025	35%	
Load Aggregation Costs - CAISO	24,506,899	64,094,951	233,822,294	27%	
Net GHG Obligations	-	175,400	445,917	39%	(f)
	49,840,499	159,931,899	499,094,018	32%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	605,409	1,105,756	2,466,609	45%	(g)
Wheeling Access Charge	9,473,005	35,605,184	96,760,295	37%	(h)
Ancillary Services	598,585	1,218,212	2,639,380	46%	(i)
Other Charges	1,359,714	3,314,081	1,058,438	313%	(j)
	12,036,713	41,243,233	102,924,722	40%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	101,822	588,000	1,976,008	30%	
Regulatory Representation	41,316	196,376	837,639	23%	
Western Representation	46,598	159,344	829,636	19%	
Member Services	28,533	114,072	436,078	26%	
Judicial Action	35,272	65,084	625,000	10%	

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED OCTOBER 31, 2017

PERCENT OF YEAR ELAPSED 33%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
Power Management					
System Control & Load Dispatch	438,792	1,820,806	5,864,452	31%	
Forecasting, Planning, Prescheduling & Trading	188,735	762,595	2,647,017	29%	
Industry Restructuring & Regulatory Affairs	29,643	104,663	424,174	25%	
Contract Admin, Interconnection Svcs & External Affairs	62,201	283,206	1,151,828	25%	
Green Power Project	176	750	17,746	4%	
Gas Purchase Program	4,524	19,758	88,131	22%	
Market Purchase Project	6,904	29,221	130,141	22%	
Energy Risk Management	10,747	37,869	206,836	18%	
Settlements	42,946	181,072	774,377	23%	
Integrated Systems Support	2,702	45,236	318,562	14%	
Participant Pass Through Costs	30,977	149,077	1,525,907	10%	
Support Services	12,593	43,087	-	N/A	
	1,084,481	4,600,216	17,853,532	26%	
TOTAL ANNUAL BUDGET COST	62,961,693	205,775,348	619,872,272	33%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	11,065,213	46,268,231	70,367,243	66%	(k)
Load Aggregation Energy Sales	14,782,852	32,836,986	151,018,772	22%	
Ancillary Services Sales	768,587	1,510,415	2,731,442	55%	(l)
Western Resource Energy Sales	7,175,790	10,675,831	18,026,100	59%	(m)
Other ISO Revenue	1,880,578	3,542,021	-	N/A	
Transmission Sales	9,198	36,792	110,376	33%	
Western Credits, Interest and Other Income	804,860	4,157,820	15,712,788	26%	
	36,487,078	99,028,096	257,966,721	38%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 26,474,615	\$ 106,747,252	\$ 361,905,551	29%	

- (a) Increase in costs due to unbudgeted outside services related to the dredging of the Beaver Creek reservoir. It is anticipated that costs will be offset by insurance and FEMA proceeds.
- (b) Increase in costs due to greater than projected MWhs of generation. CT1 is at 417% of budgeted MWhs at 10/31/17. Fuel costs, CA ISO charges, and other variable costs have all increased as a result of increased generation.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 639% of budgeted MWhs at 10/31/17. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase in costs due to greater than projected MWhs of generation. LEC is at 164% of budgeted MWhs at 10/31/17. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (e) Variance due primarily to increased quantities of variable intermittent renewable energy purchases by Palo Alto and Port of Oakland.
- (f) Purchases made several months in advance. Percent of budget used expected to level off throughout the year.
- (g) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (h) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (i) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d) and corresponding increase in ancillary services sales.
- (j) The large 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.
- (k) Variance due to higher than anticipated ISO energy sales for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (l) Increase due to greater than projected MWhs of generation. See notes (b), (c), (d), and (h) and corresponding increase in ancillary services costs.
- (m) Variance due primarily to \$1.17 million in unbudgeted displacement revenue.

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

	October 31,	
	2017	2016
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 18,344	\$ 37,272
Investments	59,755	26,351
Accounts receivable		
Participants	220	56
Other	3,030	317
Interest receivable	235	177
Inventory and supplies	9,807	9,258
Prepaid expenses	564	206
TOTAL CURRENT ASSETS	91,955	73,637
RESTRICTED ASSETS		
Cash and cash equivalents	45,078	41,983
Investments	168,198	159,985
Interest receivable	720	559
TOTAL RESTRICTED ASSETS	213,996	202,527
ELECTRIC PLANT		
Electric plant in service	1,503,244	1,500,967
Less: accumulated depreciation	(953,037)	(922,218)
	550,207	578,749
Construction work-in-progress	151	253
TOTAL ELECTRIC PLANT	550,358	579,002
OTHER ASSETS		
Regulatory assets	235,360	248,371
Other deposits and prepaids	24	44
TOTAL ASSETS	1,091,693	1,103,581
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	44,302	53,710
Pension deferrals	13,506	9,093
TOTAL DEFERRED OUTFLOWS OF RESOURCES	57,808	62,803
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,149,501	\$ 1,166,384

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

	October 31,	
	2017	2016
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 33,930	\$ 21,228
Member advances	993	993
Operating reserves	20,644	19,315
Current portion of long-term debt	41,870	39,705
Accrued interest payable	12,452	13,295
TOTAL CURRENT LIABILITIES	<u>109,889</u>	<u>94,536</u>
NON-CURRENT LIABILITIES		
Net pension liability	64,589	57,774
Operating reserves and other deposits	142,661	134,141
Interest rate swap liability	15,433	23,260
Long-term debt, net	705,491	748,880
TOTAL NON-CURRENT LIABILITIES	<u>928,174</u>	<u>964,055</u>
TOTAL LIABILITIES	<u>1,038,063</u>	<u>1,058,591</u>
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	72,118	72,877
Pension deferrals	4,460	6,599
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>76,578</u>	<u>79,476</u>
NET POSITION		
Net investment in capital assets	(47,088)	(47,345)
Restricted	44,632	42,866
Unrestricted	37,316	32,796
TOTAL NET POSITION	<u>34,860</u>	<u>28,317</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u>\$ 1,149,501</u>	<u>\$ 1,166,384</u>

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

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

UNAUDITED

	Four Months Ended October 31,	
	2017	2016
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 116,321	\$ 109,878
Other Third-Party	102,188	52,287
TOTAL OPERATING REVENUES	<u>218,509</u>	<u>162,165</u>
OPERATING EXPENSES		
Purchased power	106,584	81,508
Operations	24,478	17,842
Transmission	50,376	32,032
Depreciation	10,324	10,242
Maintenance	7,051	4,660
Administrative and general	5,410	5,540
TOTAL OPERATING EXPENSES	<u>204,223</u>	<u>151,824</u>
NET OPERATING REVENUES	<u>14,286</u>	<u>10,341</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(14,750)	(15,119)
Interest income	2,646	(340)
Other	1,656	6,799
TOTAL NON OPERATING EXPENSES	<u>(10,448)</u>	<u>(8,660)</u>
FUTURE RECOVERABLE AMOUNTS	(884)	(1,148)
REFUNDS TO PARTICIPANTS	<u>(2,154)</u>	<u>(179)</u>
INCREASE (DECREASE) IN NET POSITION	800	354
NET POSITION, Beginning of year	<u>34,060</u>	<u>27,963</u>
NET POSITION, Period ended	<u>\$ 34,860</u>	<u>\$ 28,317</u>

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

October 31, 2017

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services				
ASSETS												
CURRENT ASSETS												
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 72	\$ -	\$ -	\$ 81	\$ -	\$ 18,188	\$ 59,755	\$ 18,344
Investments	-	-	-	-	-	-	-	-	-	-	-	-
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	-
Participants	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	-
Inventory and supplies	4,570	1,079	642	1,405	2,111	-	-	-	-	-	-	-
Prepaid expenses	62	65	4	6	52	-	-	-	-	-	-	-
Due from Agency and other programs*	20,093	12,297	2,797	(933)	19,592	-	-	-	-	12,287	6,222	(72,355)
TOTAL CURRENT ASSETS	24,726	13,441	3,444	479	21,827	-	-	6,321	-	15,509	6,208	91,955
RESTRICTED ASSETS												
Cash and cash equivalents	633	6,717	-	-	3,851	-	-	-	-	6,276	-	45,078
Investments	25,264	37,635	3,023	-	30,418	-	-	-	-	18,678	-	168,198
Interest receivable	93	136	11	-	152	-	-	-	-	-	-	720
TOTAL RESTRICTED ASSETS	25,990	44,488	3,036	-	34,421	-	-	-	-	24,954	-	213,996
ELECTRIC PLANT												
Electric plant in service	570,026	394,514	64,835	36,385	423,725	7,736	-	663	-	-	-	1,503,244
Less: accumulated depreciation	(533,214)	(255,804)	(46,894)	(34,556)	(71,812)	(7,736)	-	(375)	-	-	-	(953,037)
	36,812	138,710	17,941	2,029	351,913	-	-	288	-	-	-	550,207
Construction work-in-progress	-	-	-	-	107	-	-	-	-	-	-	151
TOTAL ELECTRIC PLANT	36,812	138,710	17,941	2,029	352,020	-	-	288	-	-	-	550,358
OTHER ASSETS												
Regulatory assets	691	144,042	11,876	-	22,373	-	-	-	-	-	-	235,360
Other deposits and prepaids	14	-	-	-	-	-	-	-	-	-	-	24
TOTAL ASSETS	88,233	340,681	36,297	2,508	430,641	-	-	6,609	-	40,463	-	1,091,693
DEFERRED OUTFLOWS OF RESOURCES												
Excess cost on refunding of debt	1,831	41,498	973	-	-	-	-	-	-	-	-	44,302
Pension deferrals	-	-	-	-	-	-	-	-	-	-	-	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,831	41,498	973	-	-	-	-	-	-	-	-	57,808
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 90,064	\$ 382,179	\$ 37,270	\$ 2,508	\$ 430,641	\$ -	\$ -	\$ 6,609	\$ -	\$ 40,463	\$ -	\$ 1,149,501

* Eliminated in Combination

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

October 31, 2017

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 71	\$ 330	\$ 1	\$ 7	\$ 3,490	\$ -	\$ 23,972	\$ -	\$ 6,059	\$ 33,930
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	6,213	250	513	627	13,041	-	-	-	-	20,644
Current portion of long-term debt	4,910	22,610	3,995	-	10,355	-	-	-	-	41,870
Accrued interest payable	234	5,124	417	-	6,677	-	-	-	-	12,452
TOTAL CURRENT LIABILITIES	12,219	28,314	4,926	634	33,563	-	23,972	202	6,059	109,889
NON-CURRENT LIABILITIES										
Net pension liability	-	-	-	-	-	-	-	-	64,589	64,589
Operating reserves and other deposits	18,412	16,340	-	-	1,716	-	25,003	81	81,109	142,661
Interest rate swap liability	-	15,433	-	-	-	-	-	-	-	15,433
Long-term debt, net	24,520	309,826	30,348	-	340,797	-	-	-	-	705,491
TOTAL NON-CURRENT LIABILITIES	42,932	341,599	30,348	-	342,513	-	25,003	81	145,698	928,174
TOTAL LIABILITIES	55,151	369,913	35,274	634	376,076	-	48,975	283	151,757	1,038,063
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	19,746	4,099	976	2,190	41,862	-	-	288	2,957	72,118
Pension deferrals	-	-	-	-	-	-	-	-	4,460	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	19,746	4,099	976	2,190	41,862	-	-	288	7,417	76,578
NET POSITION										
Net investment in capital assets	(4,072)	(23,117)	(4,487)	-	(16,248)	-	-	-	836	(47,088)
Restricted	6,463	18,965	2,618	(316)	16,585	-	-	-	1	44,632
Unrestricted	12,776	12,319	2,889	(316)	12,366	-	(8,512)	6,038	(244)	37,316
TOTAL NET POSITION	15,167	8,167	1,020	(316)	12,703	-	(8,512)	6,038	593	34,860
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 90,064	\$ 382,179	\$ 37,270	\$ 2,508	\$ 430,641	\$ -	\$ 40,463	\$ 6,609	\$ 159,767	\$ 1,149,501

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 Four Months Ended October 31, 2017

	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	\$ 135	\$ (94)	\$ 2,031	\$ 115	\$ 11,877	\$ -	\$ 96,008	\$ 6,153	\$ 96	\$ 116,321			
Other Third-Party	11,041	13,661	1,096	1,439	20,879	-	53,942	130	-	102,188			
TOTAL OPERATING REVENUES	11,176	13,567	3,127	1,554	32,756	-	149,950	6,283	96	218,509			
OPERATING EXPENSES													
Purchased power	-	-	-	-	1,833	-	104,751	-	-	106,584			
Operations	4,828	1,156	695	735	13,020	-	1,207	2,837	-	24,478			
Transmission	206	1,023	316	325	449	-	48,055	2	-	50,376			
Depreciation	1,295	3,242	737	61	4,871	-	-	17	101	10,324			
Maintenance	1,439	3,618	199	602	1,173	-	-	20	-	7,051			
Administrative and general	1,537	773	205	213	1,537	-	-	1,871	(726)	5,410			
Intercompany (sales) purchases, net*	(196)	79	22	32	88	-	-	(25)	-	-			
TOTAL OPERATING EXPENSES	9,109	9,891	2,174	1,968	22,971	-	154,013	4,722	(625)	204,223			
NET OPERATING REVENUES	2,067	3,676	953	(414)	9,785	-	(4,063)	1,561	721	14,286			
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(234)	(7,725)	(1,591)	-	(5,200)	-	-	-	-	(14,750)			
Interest income	462	280	(30)	-	300	-	337	14	1,283	2,646			
Other	1	1	515	-	889	-	-	2	248	1,656			
TOTAL NON OPERATING (EXPENSES) REVENUES	229	(7,444)	(1,106)	-	(4,011)	-	337	16	1,531	(10,448)			
FUTURE RECOVERABLE AMOUNTS	(43)	(1,967)	405	-	721	249	-	-	(249)	(884)			
REFUNDS TO PARTICIPANTS	(159)	105	3	(2)	-	-	(1,018)	(31)	(1,052)	(2,154)			
INCREASE (DECREASE) IN NET POSITION	2,094	(5,630)	255	(416)	6,495	249	(4,744)	1,546	951	800			
NET POSITION, Beginning of year	13,073	13,797	765	100	6,208	(249)	(3,768)	4,492	(358)	34,060			
NET POSITION, Period ended	\$ 15,167	\$ 8,167	\$ 1,020	\$ (316)	\$ 12,703	\$ -	\$ (8,512)	\$ 6,038	\$ 593	\$ 34,860			

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
October 31, 2017

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 3,250,214
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
		PARTICIPANT and OTHER RECEIVABLES (net)	<u><u>\$ 3,250,214</u></u>

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



11

Commission Staff Report

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Treasurer's Report for Month Ended October 31, 2017

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

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 \$2,368,969 of which approximately \$29,047 was applicable to Special and Reserve Fund Deposits, \$1,747 to Debt Service and \$2,338,175 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 \$289,003,164 at month end. The current market value of the portfolio totaled \$287,264,130.

The overall portfolio had a combined weighted average interest rate of 1.271% with a bond equivalent yield (yield to maturity) of 1.289%. Investments with a maturity greater than one year totaled \$164,210,000. October maturities totaled \$22 million and monthly receipts totaled \$29 million. During the month \$26 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 1.06% to 1.11%) and rates on one year T-Bills increased 12 basis points (from 1.31% to 1.43%).

To the best of my knowledge and belief, all securities held by NCPA as of October 31, 2017 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: 225:17

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

OCTOBER 31, 2017

TABLE OF CONTENTS

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INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
October 31, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 924,814	\$ 100,755,719	101,680,533	34.90%
Special Deposits	1,410,531	0	1,410,531	0.48%
Construction	2,830	4,937,545	4,940,375	1.70%
Debt Service	1,747	26,052,905	26,054,652	8.94%
Special & Reserve	29,047	157,256,995	157,286,042	53.98%
	\$ 2,368,969	\$ 289,003,164	\$ 291,372,133	100.00%

Portfolio Investments at Market Value

\$ 287,264,130

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
October 31, 2017**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)		
NCPA FUNDS							
Operating	\$ 28,253,490	\$ 113,957	\$ 22,376,427	\$ (18,310,914)	\$ (19,793,650)	\$ (13,737,736)	\$ (1,098,426)
Special Deposits	863,011	7	-	(8,159,974)	-	7,293,250	(3,706,716)
Construction	-	-	-	-	-	-	-
Debt Service	-	25	48	-	(6,060,288)	6,058,675	(1,540,665)
Special & Reserve	-	120,399	-	-	(490,492)	385,811	15,718
	<u>\$ 29,116,501</u>	<u>\$ 234,388</u>	<u>\$ 22,376,475</u>	<u>\$ (26,470,888)</u>	<u>\$ (26,344,430)</u>	<u>\$ 0</u>	<u>\$ (1,087,953)</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
October 31, 2017**

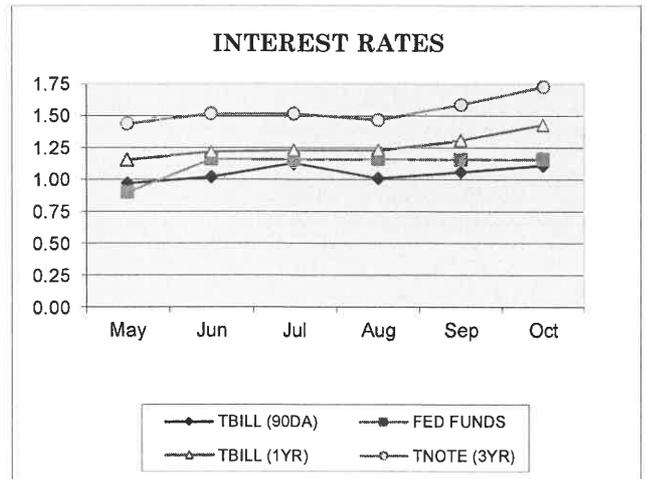
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 19,793,650	\$ (22,376,427)	\$ (1,532)	\$ -	\$ -	\$ (2,584,309)
Special Deposits	-	-	-	-	-	-
Construction	-	-	255	-	-	255
Debt Service	6,060,288	(48)	19,414	-	-	6,079,654
Special & Reserve	490,492	-	(6,185)	-	-	484,307
	<u>\$ 26,344,430</u>	<u>\$ (22,376,475)</u>	<u>\$ 11,952</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,979,907</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(11,952)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 3,967,955</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
October 31, 2017**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.271%	1.289%
<u>OPERATING FUNDS:</u>	1.296%	1.250%
<u>PROJECTS:</u>		
Geothermal	1.337%	1.356%
Capital Facilities	1.702%	1.694%
Hydroelectric	1.352%	1.321%
Lodi Energy Center	1.656%	1.351%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	1.16%	0.41%
T-Bills (90da.)	1.11%	0.32%
Agency Disc (90da.)	1.12%	0.36%
T-Bills (1yr.)	1.43%	0.67%
Agency Disc (1yr.)	1.41%	0.67%
T-Notes (3yr.)	1.73%	1.01%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
October 31, 2017**

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	\$ -	\$ 34,650	\$5,618	\$ 4,043	\$ -	\$ 164,210	\$ -	\$ 208,521	72.02%
US Bank Trust Money Market	11	-	-	-	-	-	-	11	0.00%
Commercial Paper	27,820	-	-	-	-	-	-	27,820	9.61%
Investment Trusts (LAIF)	52,199	-	-	-	-	-	-	52,199	18.03%
U.S.Treasury Market Acct. *	987	-	-	-	-	-	-	987	0.34%
U.S.Treasury Bill	-	-	-	-	-	-	-	-	0.00%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 81,017	\$34,660	\$5,618	\$4,043	\$0	\$164,210	\$0	\$ 289,548	100.00%
Total Percents	27.98%	11.97%	1.94%	1.40%	0.00%	56.71%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	391	1.450	5,976,209	3135G0YT4	26188	5,980,838
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	755	1.430	4,989,174	3135G0ZY2	26246	5,013,869
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	1,175	1.463	4,207,784	3133EGMP7	26356	4,281,935
Federal Home Loan Ba	UBOC	16,720,000	1.400	07/19/2016	16,711,640	01/19/2021	1,175	1.411	16,384,931	3130A8P80	26354	16,714,024
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,301	1.625	5,047,920	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	1,304	1.500	1,277,692	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,309	1.690	10,492,098	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,547	2.200	463,894	3134GAV92	26402	467,000
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,682	1.760	3,588,692	313379Q69	26467	3,632,380
Fund Total and Average		\$ 80,689,980	1.420		\$ 80,841,960		742	1.375	\$ 80,028,374			\$ 80,781,026
GRAND TOTALS:		\$ 182,223,988	1.296		\$ 182,542,115		555	1.250	\$ 181,125,993.			\$ 182,389,521

*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 10/31/2017

- Investment #26330 FNMA Callable quarterly
- Investment #26332 FNMA Callable quarterly
- Investment #26335 FFCB Callable anytime
- Investment #26354 FHLB Callable anytime
- Investment #26355 FHLB Callable anytime
- Investment #26356 FFCB Callable anytime
- Investment #26357 FNMA Callable quarterly
- Investment #26358 FNMA Callable quarterly
- Investment #26385 FHLMC Callable quarterly
- Investment #26402 FHLMC Callable 1/26/18, then quarterly
- Investment #26403 FHLMC Callable 1/26/18, then quarterly

**Northern California Power Agency
Treasurer's Report
10/31/2017**

GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	880,000	1.030	08/28/2017	877,633	11/30/2017	29	1.047	879,287	313385FX8	26462	879,270
Fund Total and Average		\$ 880,000	1.030		\$ 877,633		29	1.047	\$ 879,287			\$ 879,270

Geothermal Debt Service

Federal Home Loan Ba	USB	235,000	1.059	10/24/2017	234,550	12/28/2017	57	1.076	234,612	313385FR4	26484	234,606
Federal Home Loan Ba	USB	240,000	1.080	07/28/2017	238,862	01/02/2018	62	1.100	239,537	313385RG3A	26441	239,554
Federal Home Loan Ba	USB	235,000	1.021	08/28/2017	234,153	01/02/2018	62	1.039	234,546	313385RG3A	26468	234,586
Federal Home Loan Ba	USB	234,000	1.030	09/27/2017	233,951	01/02/2018	62	1.047	233,548	313385RG3A	26476	233,585
Fund Total and Average		\$ 944,000	1.048		\$ 940,916		61	1.066	\$ 942,243			\$ 942,331

Geo 2012A Debt Service

Federal Home Loan Ba	USB	128,000	1.080	07/28/2017	127,393	01/02/2018	62	1.100	127,753	313385RG3A	26442	127,762
Federal Home Loan Ba	USB	123,000	1.030	08/29/2017	122,557	01/02/2018	62	1.048	122,763	313385RG3A	26469	122,782
Federal Home Loan Ba	USB	123,000	1.030	09/27/2017	122,659	01/02/2018	62	1.047	122,763	313385RG3A	26477	122,782
Federal Home Loan Ba	USB	124,000	1.070	10/24/2017	123,742	01/02/2018	62	1.087	123,761	313385RG3A	26491	123,771
Fund Total and Average		\$ 498,000	1.053		\$ 496,351		62	1.071	\$ 497,040			\$ 497,097

Geo 2016A Debt Service

U.S. Treasury	USB	58,000	1.039	07/28/2017	57,744	12/28/2017	57	1.059	57,904	912796MJ5	26443	57,905
U.S. Treasury	USB	55,000	0.987	08/29/2017	54,817	12/28/2017	57	1.004	54,909	912796MJ5	26470	54,914
U.S. Treasury	USB	54,000	0.950	09/27/2017	53,869	12/28/2017	57	0.965	53,911	912796MJ5	26478	53,919
U.S. Treasury	USB	55,000	0.949	10/24/2017	54,906	12/28/2017	57	0.964	54,909	912796MJ5	26492	54,917
Fund Total and Average		\$ 222,000	0.983		\$ 221,336		57	0.999	\$ 221,633			\$ 221,655

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70032	70032	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70063	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/28/2018	390	1.150	1,492,755	3134G8KVO	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		390	1.150	\$ 1,492,755			\$ 1,500,000



Northern California Power Agency
Treasurer's Report
10/31/2017

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
Geo Decommissioning Reserve												
Local Agency Investm	LAIIF	198,518	1.073	07/01/2013	198,518		1	1.073	198,518	SYS70027	70027	198,518
Union Bank of Califo	UBOC	788	0.002	07/01/2013	788		1	0.002	788	SYS70034	70034	788
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70059	70059	0
Federal Home Loan Ba	UBOC	6,010,000	1.025	09/22/2017	5,999,220	11/24/2017	23	1.041	6,006,154	313385PR1	26474	6,006,064
Federal National Mtg	UBOC	9,700,000	1.500	08/30/2016	9,700,000	05/28/2021	1,304	1.500	9,533,548	3136G33W3	26369	9,700,000
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,547	2.200	934,742	3134GAV92	26404	941,000
Fund Total and Average		\$ 16,850,306	1.365		\$ 16,839,526		845	1.370	\$ 16,673,750			\$ 16,846,370

GEO Debt Service Reserve Acct

U.S. Treasury	USB	31,000	1.060	07/28/2017	30,828	02/01/2018	92	1.080	30,910	912796LJ6	26449	30,916
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	575	1.354	909,340	3137EADG1	26228	912,495
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	700	1.530	2,496,515	3137EADM8	26197	2,501,990
Fund Total and Average		\$ 3,453,000	1.381		\$ 3,435,553		661	1.480	\$ 3,436,765			\$ 3,445,401

Geo 2012A DSR Account

U.S. Treasury	USB	28,000	1.040	07/28/2017	27,876	12/28/2017	57	1.059	27,954	912796MJ5	26450	27,954
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,301	1.625	1,483,474	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,545,000	1.614		\$ 1,544,876		1278	1.615	\$ 1,511,428			\$ 1,544,954
GRAND TOTALS:		\$ 25,892,306	1.337		\$ 25,856,191		742	1.356	\$ 25,654,901.			\$ 25,877,078

*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 10/31/2017
Investment #26302 FHLMC Callable quarterly
Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26404 FHLMC Callable 1/26/18, then quarterly



Northern California Power Agency
Treasurer's Report
10/31/2017

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	3,750,929	1.073	07/01/2013	3,750,929		1	1.073	3,750,929	SYS70028	70028	3,750,929
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70052	70052	0
Federal Home Loan Mt	UBOC	3,993,000	0.950	06/29/2016	3,993,000	06/29/2018	240	0.950	3,980,222	3134G9A80	26339	3,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/26/2018	390	1.150	3,205,443	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	789	1.350	5,268,609	3136G3VH5	26340	5,320,000
Fund Total and Average		\$ 16,284,929	1.149		\$ 16,284,929		394	1.149	\$ 16,205,203			\$ 16,284,929

Hydro Initial Facilities

U.S. Treasury	USB	84,000	0.953	08/29/2017	83,793	11/30/2017	29	0.969	83,932	912796ME6	26472	83,935
Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	391	1.450	1,530,590	3135GOYTT4	26189	1,531,775
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	447	1.060	2,428,081	3133EFVQ7	26300	2,442,564
Fund Total and Average		\$ 4,050,000	1.385		\$ 4,073,538		417	1.205	\$ 4,042,603			\$ 4,058,274

Hydro Debt Service

Federal Home Loan Ba	USBT	2,994,000	1.080	07/28/2017	2,979,808	01/02/2018	62	1.100	2,988,222	313385RG3A	26444	2,988,431
Federal Home Loan Ba	USBT	2,965,000	1.030	08/29/2017	2,954,311	01/02/2018	62	1.048	2,959,278	313385RG3A	26471	2,959,740
Federal Home Loan Ba	USBT	2,962,000	1.030	09/27/2017	2,953,780	01/02/2018	62	1.047	2,956,283	313385RG3A	26475	2,956,746
Federal Home Loan Ba	USBT	2,960,000	1.069	10/24/2017	2,953,842	01/02/2018	62	1.087	2,954,287	313385RG3A	26485	2,954,545
Fund Total and Average		\$ 11,881,000	1.053		\$ 11,841,741		62	1.071	\$ 11,858,070			\$ 11,859,462

Hydro Debt Service Resrv 2010A

U.S. Treasury	USB	50,000	1.159	08/29/2017	49,568	05/24/2018	204	1.183	49,647	912796MB2	26473	49,672
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	607	1.400	141,064	3133XU3G6	26451	141,581
Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	1,007	1.680	5,524,241	3133EE5Z9	26243	5,538,169
Fund Total and Average		\$ 5,713,000	1.810		\$ 5,738,356		990	1.669	\$ 5,714,952			\$ 5,729,422

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	669,000	1.875	04/28/2017	691,391	08/09/2021	1,377	1.790	685,417	3134G93A3	26432	691,107
Fund Total and Average		\$ 669,000	1.875		\$ 691,391		1377	1.790	\$ 685,417			\$ 691,107

Northern California Power Agency
Treasurer's Report
10/31/2017



Hydro Special Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hydro Special Reserve												
Local Agency Investm	LAIF	0	0.377	07/01/2013	0	0	1	0.377	0	SYS70000	70003	0
Local Agency Investm	LAIF	0	0.356	07/01/2013	0	0	1	0.356	0	SYS70033	70033	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0	0	1	0.002	0	SYS70016	70016	0
US Bank	USB	0	0.000	07/01/2013	0	0	1	0.000	0	SYS70064	70064	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	390	1.150	1,492,755	3134G8KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		390	1.150	\$ 1,492,755			\$ 1,500,000

Hydro 2012 DSRA

U.S. Treasury	USB	96,000	1.060	07/28/2017	95,469	02/01/2018	92	1.080	95,722	912796LJ6	26452	95,740
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	1,007	1.680	99,932	3133EE5Z9	26244	100,184
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,365	1.530	91,493	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,534	2.380	3,984,288	3137EADB2	25852	3,927,252
Fund Total and Average		\$ 4,218,000	2.311		\$ 4,216,030		1485	2.315	\$ 4,271,435			\$ 4,217,176
GRAND TOTALS:		\$ 44,335,929	1.352		\$ 44,345,985		503	1.321	\$ 44,270,435.			\$ 44,340,370

*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 10/31/2017
Investment #26303 FHLMC Callable quarterly
Investment #26339 FHLMC Callable quarterly
Investment #26340 FNMA Callable quarterly
Investment #26359 FNMA Callable quarterly



Northern California Power Agency
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10/31/2017

Cap Facilities Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	495,000	1.055	08/28/2017	492,810	01/26/2018	86	1.074	493,673	313365SG2	26461	493,752
Federal Home Loan Ba	USBT	491,000	1.050	09/27/2017	489,181	02/01/2018	92	1.068	489,571	313365SN7A	26479	489,682
Federal Home Loan Ba	USBT	490,000	1.089	10/24/2017	488,516	02/01/2018	92	1.108	488,574	313365SN7A	26486	488,635
Fund Total and Average		\$ 1,476,000	1.065		\$ 1,470,507		90	1.084	\$ 1,471,818			\$ 1,472,069

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	35,000	1.040	07/28/2017	34,845	12/28/2017	57	1.059	34,942	912796MJ5	26453	34,942
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,365	1.530	69,106	31366GSS97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,534	2.340	1,463,678	3137EADB2	25845	1,444,876
Fund Total and Average		\$ 1,549,000	2.306		\$ 1,553,275		1493	2.274	\$ 1,567,726			\$ 1,550,818
GRAND TOTALS:		\$ 3,025,000	1.702		\$ 3,023,782		810	1.694	\$ 3,039,544.			\$ 3,022,887

*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 10/31/2017
 Investment #26358 FNMA Callable quarterly



Northern California Power Agency
Treasurer's Report
10/31/2017

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		72,037	1.073	07/01/2013	72,037		1	1.073	72,037	SYS70046	70046	72,037
Fund Total and Average		\$ 72,037	1.074		\$ 72,037		1	1.074	\$ 72,037			\$ 72,037
LEC Issue#1 2010A DS Fund												
US Bank Trust	USB	1,021	0.100	07/01/2013	1,021		1	0.100	1,021	SYS79003	79003	1,021
Federal Home Loan Ba	USBT	694,423	1.030	08/25/2017	693,071	11/30/2017	29	1.047	694,437	313385PX8	26457	694,423
Federal Home Loan Ba	USBT	700,387	1.050	06/30/2017	697,851	12/01/2017	30	1.069	700,390	313385PY6	26436	700,387
Federal Home Loan Ba	USBT	695,379	1.070	07/28/2017	693,393	12/01/2017	30	1.088	695,394	313385PY6	26445	695,379
Federal Home Loan Ba	USBT	693,413	1.015	09/27/2017	692,728	12/01/2017	30	1.030	693,396	313385PY6	26480	693,413
Federal Home Loan Ba	USBT	693,413	1.014	10/24/2017	693,256	12/01/2017	30	1.030	693,396	313385PY6	26487	693,413
Fund Total and Average		\$ 3,481,021	1.036		\$ 3,471,320		30	1.053	\$ 3,478,034			\$ 3,478,036

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	656	0.100	07/01/2013	656		1	0.100	656	SYS79004	79004	656
Federal Home Loan Ba	USBT	727,000	1.030	08/25/2017	724,982	11/30/2017	29	1.047	726,411	313385PX8	26458	726,397
Federal Home Loan Ba	USBT	731,360	1.050	06/30/2017	728,712	12/01/2017	30	1.069	731,363	313385PY6	26437	731,360
Federal Home Loan Ba	USBT	729,000	1.070	07/28/2017	726,270	12/01/2017	30	1.088	728,366	313385PY6	26446	728,350
Federal Home Loan Ba	USBT	727,000	1.015	09/27/2017	725,668	12/01/2017	30	1.030	726,368	313385PY6	26481	726,385
Federal Home Loan Ba	USBT	726,000	1.015	10/24/2017	725,222	12/01/2017	30	1.030	725,368	313385PY6	26488	725,386
Fund Total and Average		\$ 3,641,656	1.036		\$ 3,631,510		30	1.053	\$ 3,638,532			\$ 3,638,534

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	985	0.100	07/01/2013	985		1	0.100	985	SYS79011	79011	985
Federal Home Loan Ba	USBT	437,637	1.030	08/25/2017	436,784	11/30/2017	29	1.047	437,645	313385PX8	26459	437,637
Federal Home Loan Ba	USBT	441,613	1.050	06/30/2017	440,015	12/01/2017	30	1.069	441,615	313385PY6	26438	441,613
Federal Home Loan Ba	USBT	438,609	1.070	07/28/2017	437,356	12/01/2017	30	1.088	438,618	313385PY6	26447	438,609
Federal Home Loan Ba	USBT	438,629	1.015	09/27/2017	438,195	12/01/2017	30	1.030	438,618	313385PY6	26482	438,629
Federal Home Loan Ba	USBT	436,630	1.015	10/24/2017	436,532	12/01/2017	30	1.030	436,620	313385PY6	26489	436,630
Fund Total and Average		\$ 2,195,985	1.036		\$ 2,189,867		30	1.053	\$ 2,194,101			\$ 2,194,103

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	119	0.100	07/01/2013	119		1	0.100	119	SYS79012	79012	119
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GRAND TOTALS: \$ 34,071,297 1.656 \$ 34,337,353 692 1.351 \$ 34,098,065 \$ 34,298,119

*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 10/31/2017
Investment #26337 FFCC Callable anytime



Commission Staff Report

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Sale or Disposal of Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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:

Note and file report by all members for the disposal of KD-11 and KD-10 distance relays, TD-52 timers, revenue meters, and welder.

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 following disposal or destruction is hereby reported:

<u>Property Description</u>	<u>Quantity</u>	<u>*Method of Disposal</u>	<u>Net Cost From Disposal</u>
Miller Trailblazer 250G, AC/DC welder	1	PS	\$ 1.00
Siemens Revenue Meter	1	S	\$ 0.00
Westinghouse KD-11 Distance Relay	7	S	\$ 0.00
Westinghouse Timers	2	S	\$ 0.00
		Total	\$ 1.00

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

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

9/29/17 - Donated to Dept of Water Resources, email acknowledgement of receipt attached.



Date: 8/14/2017

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

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	U	Siemens Revenue Meter (Model #M1200)	Average				Murphys
2.							
3.							
4.							
5.							
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:
Old Collierville revenue meter replaced with updated model.

PREPARED BY: Amber Summerett 8-21-17 *Amber Summerett*
 APPROVED BY: *[Signature]* ORG. CODE: _____
 AUTHORIZATION (ASST. GEN. MANAGER)
 TO PROCEED: *[Signature]* DATE: 8/28/17
 (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: XX SEALED BIDS _____ AUCTION _____
 DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK
 DISPOSITION JUSTIFICATION:
 No value to general public - recommend sale offering to other power plants.

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

Amber Summersett

From: Mendizabal, Arthur@DWR <Arthur.Mendizabal@water.ca.gov>
Sent: Thursday, October 19, 2017 11:19 AM
To: Sandy Rainey
Cc: Amber Summersett
Subject: RE: Hydro Technical and Safety Info

Good Morning Sandy,

Per your request, California Department of Water Resources has received the following surplus equipment from Northern California Power Agency on September 29th, 2017:

- Protective Relays – Westinghouse KD10/11 (7 relays total)
- Revenue Meters – Siemens (1 total)
- Timers – Westinghouse (2 total)

Please let me know if you have any questions or need additional information.

Thank you,

Arthur Mendizabal
Electrical Section, EES
916.651.8747

From: Sandy Rainey [mailto:sandy.rainey@ncpa.com]
Sent: Thursday, October 19, 2017 4:27 AM
To: Mendizabal, Arthur@DWR
Cc: Amber Summersett
Subject: Fwd: Hydro Technical and Safety Info

Arthur,
To close the loop on our surplus equipment transfer to DWR paperwork, could you reply back about receipt of surplus KD 10/11, timers and revenue meter. It was on a Friday about 3-weeks ago.
Thank you
Sandy Rainey

Sent from my iPhone

Subject: FW: Hydro Technical and Safety Info

See the following YouTube links and attached for various presentations that your dispatch, engineering, electrical and operations employees might be interested in viewing.

delivered to by Sandhain in September 2017
 and timer picked up on September 29 2017, email acknowledgement attached.



Date: 7/18/2017

DECLARATION OF SURPLUS
 SUPPLIES, MATERIALS & EQUIPMENT

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1	U	Westinghouse Type KD-11 Distance Relay	Average				Murphys
2	U	ABB Type KD-11 Distance Relay	Average				Murphys
3	U	Westinghouse Type KD-10 Distance Relay	Average				Murphys
4	U	Westinghouse Timers Type TD-52 Time Delay	Average				Murphys
5.							
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Obsolete, upgraded technology.

PREPARED BY: Amber Summersett *AS* 7-20-17
 APPROVED BY: *Jac Agan* for K-Speed ORG. CODE: 654
 AUTHORIZATION TO PROCEED: *D. DeW* DATE: 7/21/17
 (ASST. GEN. MANAGER) (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____ SEALED BIDS _____ AUCTION _____
 DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____
 DISPOSITION JUSTIFICATION:
 Previously offered to NCPA facilities & NCPA Members. CT1 requested items #1 and #2 for use as spare KD-11 relay units. Recommend donation of KD-10 units and timers to Department of Water Resources (DWR).

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

Amber Summersett

From: Mendizabal, Arthur@DWR <Arthur.Mendizabal@water.ca.gov>
Sent: Thursday, October 19, 2017 11:19 AM
To: Sandy Rainey
Cc: Amber Summersett
Subject: RE: Hydro Technical and Safety Info

Good Morning Sandy,

Per your request, California Department of Water Resources has received the following surplus equipment from Northern California Power Agency on September 29th, 2017:

- Protective Relays – Westinghouse KD10/11 (7 relays total)
- Revenue Meters – Siemens (1 total)
- Timers – Westinghouse (2 total)

Please let me know if you have any questions or need additional information.

Thank you,

Arthur Mendizabal
Electrical Section, EES
916.651.8747

From: Sandy Rainey [mailto:sandy.rainey@ncpa.com]
Sent: Thursday, October 19, 2017 4:27 AM
To: Mendizabal, Arthur@DWR
Cc: Amber Summersett
Subject: Fwd: Hydro Technical and Safety Info

Arthur,
To close the loop on our surplus equipment transfer to DWR paperwork, could you reply back about receipt of surplus KD 10/11, timers and revenue meter. It was on a Friday about 3-weeks ago.
Thank you
Sandy Rainey

Sent from my iPhone

Subject: FW: Hydro Technical and Safety Info

See the following YouTube links and attached for various presentations that your dispatch, engineering, electrical and operations employees might be interested in viewing.



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

Date: 7/20/2017

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	U	Miller Trailblazer 250G, AC/DC Welder	Poor	each	\$ 0		Murphys
2.							
3.							
4.							
5.							
6.							
7.							
8.							

JUSTIFICATION FOR SURPLUS/DISPOSAL:

This welder is non-functioning due to a faulty control board. Control boards for this 20+ year old unit are no longer available.

PREPARED BY: Amber Summersett *(Signature)* 7/20/17
APPROVED BY: *(Signature)* ORG. CODE: 650
AUTHORIZATION TO PROCEED: *(Signature)* DATE: 7/17
 (ASST. GEN. MANAGER)
 (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: XX SEALED BIDS _____ AUCTION _____
 DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE -- TRASH/JUNK
DISPOSITION JUSTIFICATION:

Replacement parts are no longer available for this welding machine and it was replaced in April 2017. Recommend public sale without minimum bid for this non-operable unit as it may be useful for parts.

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



SUMMARY OF SALE OF AGENCY SURPLUS PROPERTY
BY SEALED BID

DATE OF SALE: October 18, 2017

LOCATION OF BID OPENING: 477 Bret Harte Dr, Murphys, CA

TIME OF BID OPENING: 2pm

NCPA REPRESENTATIVE(S) CONDUCTING SALE:

NAME	POSITION
<u>Amber Summersett</u>	<u>Procurement Coordinator</u>

LIST OF SUCCESSFUL BIDDERS:

NAME	DESCRIPTION OF ITEM PURCHASED	AMOUNT RECEIVED
<u>Gerald Santoro</u>	<u>Non Working Miller Welder</u>	<u>\$1.00</u>

ATTACH SUPPORT (one or more):

- Newspaper advertisements
- Website posting (include dates posted)

CERTIFICATION:

I hereby certify that to the best of my knowledge and belief, the above is a true and accurate record. I also certify that we have fully complied with all provisions of the Agency's policy on the disposal of property.

NAME: A Summersett DATE: 10.18.17
POSITION: Procurement Coordinator ORG: Hydro

Original to Treasurer-Controller

Proof of Publication of

(2015-5 C.C.P.)

Northern California Power Agency
Public Notice
Items to Bid

NCPA is offering surplus items for bid. Sealed bids will be accepted no later than Wednesday, October 18, 2017 at 2pm. Bid packages can be picked up at 477 Bret Harte Drive, Murphys or requested via email from amber.summersett@ncpa.com To submit bids please mail or deliver to 477 Bret Harte Drive, Murphys, CA 95247 but must be received by the deadline to be considered valid bids.

Items being sold:

- 1) One (1) Cummins Propane 5.5KW 24VDC Generator Model #5.5GCAC-5024D
 - 2) One (1) Siemens Revenue Meter
 - 3) One (1) Alfa :ava Centrifuge Oil Separator
 - 4) Two (2) Solid State 1 Phase 10kVa Inverters
 - 5) One (1) Small flat-bed trailer (starting bid \$200)
 - 6) One (1) Non-working Miller Welder
 - 7) Two (2) Alcad 48VDC Battery Chargers
- Publish: October 5, 12, 2017CE

This space is for the County Clerk's Filing Stamp

STATE OF CALIFORNIA,

County of Calaveras.

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to or interested in the above matter. I am the principal clerk of the printer of the Calaveras Enterprise, a newspaper of general circulation, printed semi-weekly, in the City of San Andreas, California, County of Calaveras, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court, of the County of Calaveras, State of California; that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates; to-wit:

October 5, 12, 2017CE

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated the 12th day of October 2017



Signature – Jacquelyn Dillon

**CALAVERAS
ENTERPRISE**

15 North Main Street

P.O. Box 1197, San Andreas, CA 95249-1197
(209) 754-3862 - FAX (209) 754-1805

PROOF OF PUBLICATION



EMPLOYEES OF
NORTHERN CALIFORNIA POWER AGENCY
OR IT'S CONTRACTORS

To be eligible to participate in this sale, you must certify by signing below:

I hereby certify that I have not:

- a) Participated in the determination to dispose of the property,
- b) Participated in the preparation of the property for sale,
- c) Participated in determining the method of sale,
- d) Acquired information not otherwise available to the general public regarding usage, condition, quality or value of the property.

Signed: Gerald Santoro
Printed: Gerald Santoro
Organization: Hydroelectric Facility

Original to Treasurer-Controller



Public Sale
 Bid on Sale of Surplus
 Property/Bill of Sale

INSTRUCTIONS:

1. Read and complete this form.
2. Place in sealed envelope with your name on outside and return to NCPA representative.
3. The successful bidder will be so notified within 24 hours after the scheduled bid opening.
4. This form may also constitute a Bill of Sale for all sales of surplus whether by sealed bid, auction or a negotiated sale.

DECLARATION:

- I understand that if I am the successful bidder, I must render payment and remove the subject property by Wednesday, October 25, 2017, unless other arrangements are approved in writing by NCPA prior to the bid opening.
- I have read and acknowledge the terms and conditions of sale noted hereon and on the reverse side hereof.
- I hereby submit the following bid as described below:

NCPA Property ID No.	Description	Quantity	Net Unit Price Bid	Total Bid Amount
Hy Daloz-F	non-working miller welder	1	—	\$ 1.00

Signature of Bidder/Buyer: Gerald Antora Date: 10/18/17

Location of Property: 477 Bret Harte Drive, Murphys, CA

NOTES:

- NCPA reserves the right to accept or decline all or any part of the above bid.
- Terms and conditions of sale are stated on reverse side of this form and are effective for all sales, whether by sealed bid, auction or a negotiated sale.

Bid Accepted by: [Signature] Date: 10/20/17
 (Highest only) (NCPA Representative)

DISTRIBUTION: Original to Treasurer-Controller
 Copy to Successful Highest Bidder

TERMS AND CONDITIONS OF SURPLUS SALES

These Terms and Conditions are applicable to all surplus sales, whether by sealed bid, auction or negotiated sale.

DISCLAIMER OF WARRANTIES: All equipment and/or materials are sold on a “WHERE IS” and “AS IS” basis.

QUANTITY: Northern California Power Agency (Agency) does not guarantee sale or delivery of the amount of equipment and/or materials stated in this agreement and in the event of its failure to do so, will make appropriate adjustments in the contract price.

INELIGIBLE BIDDERS: no employee of the Agency or of an Agency Contractor who has (a) participated in the determination to dispose of the property, or (b) participated in the preparation of the property for sale or (c) participated in determining the method of sale or (d) acquired information not otherwise available to the general public regarding usages, condition, quality, or value of the property, may bid on or purchase any property offered for sale in the Invitation. To qualify as a purchaser of such property an employee must certify in writing that he has not participated in any of the activities or acquired information as specified hereinabove.

ACCEPTANCE OF BIDS: The Agency reserves the right to reject any or all bids or to accept any bid in whole or part, i.e., as to item or lot number or portion thereof.

RELINQUISHMENT OF IDENTIFICATION: Buyer agrees not to advertise, sell, or otherwise dispose of the equipment and/or materials covered by this agreement as an Agency product and will not use any Agency identification in connection therewith.

LAW AND ORDINANCES: Buyer shall at its expense comply with all Federal and state laws, local ordinances, codes, rules, and regulations, applicable to the sale of any equipment and/or materials under this agreement. Buyer shall, at its expense, obtain from public authorities all permits, certificates and licenses required in connection with this agreement.

INDEMNIFICATION: Buyer shall indemnify and hold harmless Agency and any of its officers, agents and employees from any loss, damage, liability or expense, on account of damage to property and injuries, including death, to all persons, including Buyer's employees, arising or in any manner growing out of the sale of any equipment and/or materials or performance under this agreement. Further, Buyer shall defend at its own expense any suits or other proceedings brought against the Agency and its officers, agents and employees, on account thereof and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

PAYMENT: Buyer shall make payment in advance by means of cash or certified check.

SALES TAX: Buyer shall have sole responsibility for paying any applicable sales or excise taxes to the State of California or other jurisdiction, as applicable.



Commission Staff Report

November 16, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Amendment to the 2017 Committee Meeting Calendar

AGENDA CATEGORY: Consent

FROM:	Cary A. Padgett Assistant Secretary to the Commission	METHOD OF SELECTION: N/A
Division:	Executive Services	
Department:	General Manager	

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

RECOMMENDATION:

Approval by all members the Amended 2017 Committee Meeting Calendar adding December 14, 2017, as a regular scheduled meeting of the Commission.

BACKGROUND:

The Agency's Amended and Restated Rules of Procedures (Agency Bylaws) states that the Agency approves a meeting schedule for the next calendar year, including any necessary revisions to the regular meeting date or time and the location for any regular meeting, and such schedule may be amended during the year as the Commission may order.

The 2017 Committee Meeting Calendar was approved at the December 1, 2016, Commission meeting. At this time, due to matters that will require Commission approval at a regular scheduled meeting in the month of December, staff is seeking Commission approval to add a regular scheduled meeting of the Commission on December 14, 2017. This meeting will be held as a conference call meeting option for those Commissioners who may not able to attend in person at NCPA's Roseville Office. Approval of this additional meeting will provide the Commission the ability to approve necessary items that may occur after the November 30, 2017, Commission meeting.

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:

- Amended 2017 Committee Meeting Calendar



Amended 2017 Committee Meeting Calendar

Facilities/ Pooling Committees 9:00 am	LEC PPC Committee 10:00 am	*Legal Committee	Finance Committee 10:00 am	L&R Affairs Committee 12:00 pm	Executive Committee 8:30 am & Commission Meeting 9:30 am
TBD	January 9				January 19 <i>Sacramento</i>
February 1	February 13		February 8	February 22	February 23
March 1	March 13				March 23
April 5	April 10			April 19	April 20
May 3	May 8		May 10	May 24 Moved to April 19	May 25 <i>Ukiah</i>
June 7	June 12				June 29 NCPA
July 5	July 10				July 27 <i>Murphys</i>
August 2	August 14		August 9	August 23	August 24
September 6	September 11	September 27 <i>Napa</i>		September 27 <i>Napa</i>	September 29 <i>Napa</i>
October 4	October 9 <i>Columbus Day</i>				October 26
November 1	November 13		November 8	November 29	November 30
December 6	December 11				December 14

**Legal Committee meets once a year during NCPA's Annual Conference – Special Committee meetings may be held as required.*

***Commission Packet mailed the Thursday prior to the meeting date.*

Unless noted otherwise, Commission meetings will be held at NCPA's Roseville office.

Commission meetings highlighted in blue – conference call meeting dates being use for pilot program.

NCPA Annual Conference: September 27-29, 2017, Silverado Resort, Napa



Commission Staff Report

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Approval of Major Insurance Renewals for the Policy Year of 2018

AGENDA CATEGORY: Consent

FROM:	Rui Dai <i>R. Dai</i>	METHOD OF SELECTION:
	Risk Manager	N/A
Division:	Administrative Services	
Department:	Risk Management	

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"/>
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:

NCPA staff recommends that the Commission approve the proposed major insurance renewals and authorize the General Manager or his designee to bind the coverage at amounts not-to-exceed \$2,708,719.

BACKGROUND:

The Agency utilizes the insurance brokerage services of Aon Risk Solutions, San Francisco, California to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed prior to the renewal date and remarketed as required to qualified insurers experienced in underwriting the applicable insurance risk. Current property and liability insurance coverage expires on December 15, 2017.

This year NCPA, together with Aon, launched an extensive marketing effort focused on presenting NCPA's proactive enterprise risk management approach and its rigorous loss prevention programs. Staff spent two days meeting with four leading underwriters in the electric sector market hoping to obtain improved coverage levels and/or reduced premiums for insuring the members' assets. Prior to scheduling these meetings, the property insurance market was soft until the recent floods in Texas, hurricanes along the east coast, the devastation of Puerto Rico, and wildfires in California turned sentiment around. But despite these events, management's commitment to loss prevention and the marketing effort successfully improved the insurance underwriters' confidence and knowledge of NCPA's business and risk profile.

HIGHLIGHTS OF THE INSURANCE RENEWAL:

- Given the changed market conditions and three claims in the past two years (2015 Geothermal wildfire and Hydro Plant landslide and 2017 storm damage on Hydro Beaver Creek), it is a great accomplishment to achieve premium rate reduction on property programs;
- The liability policy premium is basically kept flat over last year. The normal increase that AEGIS charges to "no loss" accounts is 5%;
- Consolidating the two property policies (NCPA and LEC) into one and the underwriters panel into a few lead markets to secure competitive rates and unify the policy limits, terms and conditions;
- Increased policy limits and sub-limits. Examples of improved limits include:

Insurance Type	2016-2017 Coverage	2017-2018 Proposed Coverage	Change
NCPA Property Policy Limit	\$150,000,000	\$325,000,000	+\$175,000,000
NCPA Earthquake	\$45,000,000	\$75,000,000	+\$30,000,000
LEC Earthquake	\$25,000,000	\$75,000,000	+\$50,000,000
LEC Flood	\$25,000,000	\$75,000,000	+\$50,000,000

WORKER'S COMPENSATION INSURANCE:

The 2017 premium is currently budgeted below the 2018 Worker's Compensation renewal premium due to a reported payroll error but the premium will be trued-up based on actual payroll for 2017 after the policy audit is complete. This will put the 2018 Worker's Compensation renewal premium in-line with the 2017 actual premium.

FISCAL IMPACT:

This year Insurance renewals have been accomplished well below the Insurance Program budget. The total premium for the both NCPA and LEC property and liability policies and Worker's Compensation program is a not-to-exceed amount of \$2,708,719, about 29% below FY 2018 approved budget of \$3,496,000 for those programs. When the FY2018 budget was created, staff made an assumption the 2018 renewal rates would come in higher than 2017 mainly for two considerations: 1) insurance market had been soft for a while, staff anticipated at some point it would turn around; 2) the three pending claims imposed some uncertainty on premium change. However, due to NCPA and Aon's marketing effort and adding new underwriters into the bidding process, we were able to accomplish premium and rate reductions from the previous year.

Funds are available in Property insurance and Liability insurance accounts to fund this program. NCPA property insurance cost will be allocated to plants according to its insured value and further allocated to participants based on project entitlement share. NCPA liability insurance cost allocation will be based on budget allocation for Admin & General expenses. LEC insurance program cost allocation will be based on generation entitlement share.

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 Lodi Energy Center Project Participants Committee on November 13, 2017 and was recommended for Commission approval. The recommendation was also reviewed by the Facilities Committee on November 1, 2017 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: 2018 Major Insurance Renewal Premium Summaries

Northern California Power Agency Property & Casualty Insurance Premium Summary

	2017 Expiring	2018 Renewal	\$ Change	% Change	FY 18 Budget	\$ Change	% Change
Property Damage							
Property Damage & Terrorism	\$1,388,143	\$1,388,143	\$0	0.00%			
Insurable Value	\$1,096,847,895	\$1,137,944,336	\$41,096,441	3.75%			
Rate per \$100	0.13	0.12	-0.46%	-3.61%			
Time Element (BI) Incl.			\$0				
Premium Total	\$1,388,143	\$1,388,143	\$0	0.00%	\$1,950,000	\$561,857	40.48%
Casualty							
Policy Limit \$80 million							
Premium Total	\$529,346	\$537,518	\$8,172	1.54%	\$560,000	\$130,654	24.68%
Total	\$1,917,489	\$1,925,661	\$8,172	0.43%	\$2,610,000	\$692,511	36.12%

Lodi Energy Center Property & Casualty Insurance Premium Summary

	2017 Expiring	2018 Renewal	\$ Change	% Change	FY 18 Budget	\$ Change	% Change
Property Damage							
Property Damage & Terrorism	\$ 464,819	\$ 464,819	\$ -	0.00%			
Insurable Value	\$ 355,228,162	\$ 369,311,630	\$ 14,083,468	3.96%			
Rate per \$100	0.1309	0.1259	(0.0050)	-3.81%			
Time Element (BI) Excl.	Not Purchased	Not Purchased					
Premium Total	\$ 464,819	\$ 464,819	\$ -	0.00%	\$ 600,000	\$ 135,181	29.08%
Casualty							
\$35mm Excess Liability	\$ 92,881	\$ 92,785	\$ (96)	-0.10%			
Additional \$45 Liability	Not Purchased	Not Purchased					
Terrorism	1,875	Incl					
Premium Total	\$ 92,881	\$ 92,785	\$ (96)	-0.10%	\$ 121,000	\$ 28,119	30.27%
Total	\$ 557,700	\$ 557,604	\$ (96)	-0.02%	\$ 721,000	\$ 163,300	29.28%

WORKERS' COMPENSATION

Insurer	2017 Expiring	2018 Renewal	\$ Change	% Change	FY 18 Budget	\$ Change	% Change
AIG/Liberty Mutual							
Premium	\$139,297						
Surcharges	\$4,328						
Terrorism	\$4,753						
TOTAL PREMIUM	\$148,378	\$225,454	\$ 77,076	51.95%	\$165,000	\$ (60,454)	-26.81%
* Estimated True up payment	\$100,000						
GRAND TOTAL	\$2,623,567	\$2,708,719	\$85,152	3.25%	\$3,496,000	\$795,357	29.06%

* Note: 2017 Worker's Comp insurance premium was well below its previous year premium due to a reported payroll error. The difference will be paid once the payroll audit is complete.

RESOLUTION 17-95

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE MAJOR INSURANCE RENEWALS FOR THE POLICY YEAR OF
2018**

(reference Staff Report #227:17)

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

WHEREAS, the Agency utilizes the insurance brokerage services of Aon Risk Solutions, San Francisco, California to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed prior to the renewal date and remarketed as required to qualified insurers experienced in underwriting the applicable insurance risk; and

WHEREAS, Aon Risk Insurance Services West Inc. successfully negotiated all the major insurance programs for another year at the same or enhanced sub-limits with lower total premium compared to expiring policies; and

WHEREAS, insurance renewals have been accomplished well below the Insurance Program budget. The total 2018 renewal premium for property, liability and Worker's Compensation policies is a not-to-exceed amount of \$2,708,719, or 29.06% below FY 2018 approved budget of \$3,496,000 for those programs; and

WHEREAS, the Lodi Energy Center Project Participants Committee reviewed and approved the LEC insurance renewal proposal on November 13, 2017; the Facilities Committee reviewed and approved NCPA insurance renewal proposal on November 1, 2017; 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 approves the proposed major insurance renewals and authorize the General Manager or his designee to bind the coverage at the proposed "not to exceed" premiums.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

November 13, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Sabah International Incorporated – Five Year Multi-Task General Services Agreement for fire system 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	<i>Other</i>
Division:	Generation Services	<i>If other, please describe: Informal bidding was completed for CT facilities specific services, the remaining contract is enabling for other services as needed at all facilities.</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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 17-92 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated for fire systems maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

BACKGROUND:

Fire system maintenance 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 \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

For services specific to the NCPA Combustion Turbine facilities, this vendor was selected as a result of Informal Bidding done in accordance with NCPA's procurement policies and procedures. The Request for Proposal (RFP) was sent to three potential bidders on 9/8/2017. NCPA received two bids (one bidder was non responsive). Both proposals were evaluated based on service offerings, competitive pricing, fire system testing/reports and expertise to maintain our fire systems installed throughout NCPA Combustion Turbine facilities. This vendor is recommended to provide this service because it provided the lowest evaluated costs to the Agency.

The remainder of the agreement is enabling for additional services as needed and 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) for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on November 1, 2017 and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on November 13, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution
- Multi-Task General Services Agreement with Sabah International Incorporated

RESOLUTION 17-92

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SABAH
INTERNATIONAL INCORPORATED**

(reference Staff Report #222:17)

WHEREAS, fire system 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, Sabah International Incorporated is a provider of these services; and

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

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

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 Sabah International Incorporated, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for fire system 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 _____, 2017 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SABAH INTERNATIONAL INCORPORATED**

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 Sabah International Incorporated, a corporation with its office located at 5925 Stoneridge Drive, Pleasanton, CA 94588-2705 (“Contractor”) (together sometimes referred to as the “Parties”) as of _____, 2017 (“Effective Date”) in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** five hundred thousand dollars (\$500,000) 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.** Not Applicable.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or 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.
- 4.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall 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:

Sabah International Incorporated
Attention: Sheri Learmonth
5925 Stoneridge Drive
Pleasanton, CA 94588

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:

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

SABAH INTERNATIONAL
INCORPORATED

Date _____

Date _____

RANDY S. HOWARD
General Manager

SHERI LEARMONTH,
Internal Operations Manager/Controller

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

Sabah International Incorporated (“Contractor”) shall provide fire system maintenance services 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.

General services to include, but not be limited to the following:

- Fire Alarm System Testing & Inspection
- Security System Testing & Maintenance
- Special Hazard Suppression System / Hood Inspections
- Detection - PA
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- Leak Detection Inspection Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection | Fire Pump | Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications
- Critical Inventory Maintenance

Specific services for CT/LEC facilities to include, but not be limited to the following:

Fire Alarm System Inspection & Testing

Scope – SABAH INTERNATIONAL INCORPORATED will test & inspect the CUSTOMER's system(s) and associated components listed on the attached Equipment List as required under NFPA 72 and any overriding local requirements as applicable below.

- NFPA 72 – Testing (referenced in NFPA 72 2016 ed. Chapter 14.4.3.2)
- NFPA 72 - Visual Inspections (referenced in NFPA 72 2016 ed. Chapter 14.3.1)
- Locally or Insurance Company required UL Certification
- Smoke Detector Cleaning
- Smoke Detector using Calibrated Sensitivity Test Instrument
- Other Customer Mandated Requirements (See Special Provisions for details)

Each call will be scheduled with a work order detailing the tasks to be performed and any special tools, equipment, and instrumentation required for properly testing and inspecting the system.

All testing will be completed in accordance with the edition of NFPA 72 edition in effect in California at the signing of this agreement unless specifically requested and agreed to in exclusions below. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – SABAH INTERNATIONAL INCORPORATED will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

Repair Support – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

Sensitivity Testing Frequency – If this service is chosen above, sensitivity testing will be performed during the first year of this Agreement and every alternate year thereafter. If acceptable to the Local Authority Having Jurisdiction, this work can be scheduled so that fifty percent (50%) of the smoke detectors are tested each year. A detailed report will be maintained by SABAH INTERNATIONAL INCORPORATED and submitted to the CUSTOMER documenting the Sensitivity Test results. When this report can be accessed through the Control Unit operator interface or a connected printer, this report shall be used. Detectors which fail the Sensitivity Test will be either adjusted, (if the specific detector is listed as field adjustable), and recalibrated or replaced according to the terms and conditions found elsewhere in this Agreement.

Elevator Recall Testing - Sabah International will perform the annual auxiliary test of the Elevator Recall per NFPA 72 Code Compliance providing a bypass/restore key is readily available. Return visits to complete this portion of the annual inspection may result in additional trip charges if Sabah International is unable to perform during the scheduled inspection. The Elevator Recall inspection as required by NFPA 72 does not include the annual inspection with the elevator state inspector. If a Sabah Technician is requested to be present for this inspection, Sabah will bill in addition to this agreement on a time and material basis.

Exclusions: Parts, Repairs and Troubleshooting

Special Hazard Suppression System Inspection & Testing

Scope – SABAH INTERNATIONAL INCORPORATED will inspect and test the CUSTOMER's system(s) and associated components listed on the attached Equipment List as required under the NFPA Code and Chapter as applicable below.

- Clean Agent Systems - in accordance with NFPA 72 and NFPA 2001**
 - Annual - All systems shall be thoroughly inspected and tested for proper operation. Discharge tests are not required.
 - Annual - The enclosure protected by the clean agent shall be thoroughly inspected to determine if penetrations or other changes have occurred that could adversely affect agent leakage or change volume of hazard or both.
 - Semi-annual - The agent quantity and pressure of refillable containers shall be checked.

- Halon 1301 Systems in accordance with NFPA 72 and NFPA 12A**
 - Annual - All system hoses shall be examined for damage.
 - Semi-annual - All systems shall be thoroughly inspected, tested, and documented for proper operation by trained competent personnel. Tests shall be in accordance with the appropriate NFPA Standard
 - Semi-annual – Halon protected enclosure shall be thoroughly inspected to determine if penetrations or other changes have occurred that could adversely affect Halon leakage.
 - Semi-annual - The agent quantity and pressure of refillable containers shall be checked.

- Kitchen Hood Systems – in accordance with NFPA 72 and NFPA 17A Chapter 5**
 - Semi-annual – Inspection and maintenance shall be conducted in accordance with the manufacturer's listed installation and maintenance manual.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required for properly maintaining the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Inspection Reports – SABAH INTERNATIONAL INCORPORATED will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

Repair Support – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

Exclusions: Parts, Repairs and Troubleshooting

NFPA 25 / CCR Title 19 Testing, Inspection, & Maintenance

Scope – SABAH INTERNATIONAL INCORPORATED will test, inspect, and maintain the CUSTOMER's system(s) and associated components listed on the attached Equipment List as required under NFPA 25 Chapter and as amended by CCR, Title 19 as applicable below.

- NFPA 25, Chapter 5 - Fire Sprinkler Systems
- NFPA 25, Chapter 6 - Standpipe and Hose Systems
- NFPA 25, Chapter 7 - Private Fire Main Systems
- NFPA 25, Chapter 8 - Fire Pumps
- NFPA 25, Chapter 9 - Water Storage Tanks (Includes 5-year Cleaning)
- NFPA 25, Chapter 10 - Water Spray Fixed Systems
- NFPA 25, Chapter 11 - Foam-Water Sprinkler Fire Systems

Each call will be scheduled with a work order detailing the tasks to be performed and any special tools, equipment, and instrumentation required for properly testing and inspecting the system.

All testing will be completed in accordance with the most recent edition of NFPA 25 and applicable Chapter as amended by CCR, Title 19 in effect in California at the signing of this agreement, unless specifically requested and agreed to in exclusions below. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports - SABAH INTERNATIONAL INCORPORATED will provide to the CUSTOMER upon completion of each inspection, test, or service call, a report certifying that such tests and inspections have been completed including California State Fire Marshal AES forms documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

Repair Support – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

Exclusions:

- 1) Weekly and Monthly Fire Pump Testing.

Fire Extinguisher Inspection & Maintenance

Scope – SABAH INTERNATIONAL INCORPORATED will test & inspect the fire extinguishers listed on the attached Equipment List.

Each call will be scheduled with a work order detailing the tasks to be performed and any special tools and instrumentation required for properly inspecting and maintaining the extinguisher. Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequencies – SABAH INTERNATIONAL INCORPORATED will perform:

- Five (5) 100% inspections, services, and certifications done once per year of fire extinguishers and associated enclosures. All testing will be completed in accordance with the most recent edition of NFPA 10, Chapter 4. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.**

Inspection Reports – SABAH INTERNATIONAL INCORPORATED will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

Repair Support – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

Quantity	Extinguisher
45	5 lb. ABC
33	20 lb. Dry Chemical
16	15.5 lb. Halitron

Emergency Services

Should an emergency arise, SABAH INTERNATIONAL INCORPORATED personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within One (1) hour of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, SABAH INTERNATIONAL INCORPORATED personnel will arrive at the affected premises within Four (4) hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to SABAH INTERNATIONAL INCORPORATED at then current SABAH INTERNATIONAL INCORPORATED published service labor rates and standard service charges unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires SABAH INTERNATIONAL INCORPORATED to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with SABAH INTERNATIONAL INCORPORATED published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER SABAH INTERNATIONAL INCORPORATED will provide a response time as stated and agreed to above.

- Pre-Purchased Emergency Service:** SABAH INTERNATIONAL INCORPORATED will provide 0 each contract year of onsite of Emergency Service Call Hours 24 hours per day, 7 days per week at no additional charge. Travel time up to the hours of these pre-purchased emergency calls is included under this Agreement. CUSTOMER will be notified once pre-purchased hours have been exceeded. Emergency Service over the amount of pre-purchased hours will be 100% reimbursable by CUSTOMER. SABAH INTERNATIONAL INCORPORATED will provide a response time as stated and agreed to above.

- 24/7 Emergency Service:** SABAH INTERNATIONAL INCORPORATED will provide unlimited Emergency Service 24 hours per day, 7 days per week at no additional charge. Labor for travel time is included under this Agreement. SABAH INTERNATIONAL INCORPORATED will provide a response time as stated and agreed to above.

Special Provisions

These Special Provisions are incorporated by reference into and made a part of this Agreement.

All work is to be prescheduled with Customer's Responsible Party (i.e Engineering/Management) and coordinated upon a mutually accepted test schedule. Customer is to provide 100% free and clear access to all areas needed to complete the contracted scope of work on each scheduled date. Additional fees may apply if return visits are necessary to complete the compliance testing in the event Sabah International and/or its subcontractors are not able to gain access to the area(s) need to complete the inspection.

Additional Provisions: All employees will follow the safety requirements set forth by NCPA. Sabah will provide all appropriate PPE including hard hats, safety glasses and steel toe shoes.

The Annual inspections are to be conducted yearly during the spring outage.

During the Foam System testing Sabah will provide a holding tank to capture and test the foam solution.

Inspection of Fire water tanks will be for compliance with the following codes and standards:

AWWA; EPA; NFPA 22; NFPA 25; OSHA

STEP 1: Perform Interior Inspection

Please note, our ROV unit requires, at minimum, a 12" diameter manway/opening.

The interior in-service inspection will be performed using our ROV Inspection Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. Tank is to remain full during internal inspection.

This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our Inspector personnel.

Owner will receive a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.

The following tests shall be performed during the inspection: Lead check – Interior & Exterior, Mil thickness test (coating thickness) – Exterior only, Cross hatch test (paint adhesion) – Exterior only, Ultra-sonic test of tank shell – Exterior only

STEP 2: Perform Interior Clean Out

An interior in-service cleanout of sediment from the tank floor is not to exceed three (3) inches. Additional accumulation will be priced at \$300/hour after 3". The interior cleanout will be performed using our Remotely Controlled Submersible Vehicle. The tank is to remain full during the internal cleanout.

Our price is based on dimensions acquired from the Customer, who understands that if the size of the tank is larger than implied, our price will be adjusted accordingly.

Debris and sediment will be placed on the ground or in a customer designated drainage area within 50' of the tank base. The customer is to provide an area for disposal of all debris, sediment and water generated from the robotic cleanout.

The majority of sediment will be removed from the tank with the robotic equipment; however the customer understands that 100% removal of sediment and debris cannot be attained without draining the tank.

Please note that our ROV cleanout robot requires at least a 24" (round or square) opening.

If the interior access ladder impedes the manway and restricts access to the tank interior with our ROV cleanout robot, the Owner agrees that the top few rungs may be removed to gain access to the tank as long as the structural integrity of the interior access ladder will not be compromised.

Friday, September 22, 2017

If any other tank accessories impede the opening, the Owner agrees that necessary modifications may be made, which will be in accordance with AWWA, to gain access to the tank.

In the event it becomes necessary to drain the tank once we are on site, draining shall be performed by the Owner.

If the Owner does not allow us to make the necessary modifications to the tank and the ROV cleanout robot cannot access the tank, a mobilization fee will be charged.

Please Note, Owner is responsible for the water discharge process. PTIM will provide piping of up to 100' to direct discharge from the tank. Owner's representative will direct where the water is discharged to.

Equipment List

Services to be provided at the following location:

CT1 Lodi
2131 W. Turner Road
Lodi, CA 95242

Suppression

Qty	Equipment Type	Manufacturer	Model Number
5	Heat Detectors	Fenwal	Detect-A-Fire 375 deg.
3	Audible/Visual Devices	Sieas	Beacon, Bell, Siren
2	Manual Pull Stations	Cortem	Primary, Reserve
2	Solenoid Circuit Test	Chemtron	Primary, Reserve
2	Tank Heaters	Acra	Wrap-it-heat
2	Cylinder Weight Test	Chemtron	Halon 1301

Sprinkler

Qty	Equipment Type
2	Fire Hydrants - Inspection Test & Maintenance

Equipment List

Services to be provided at the following location:

STIG CT2 Lodi
12745 N. Thornton Road
Lodi, CA 95241

Fire Detection

Qty	Equipment Type	Manufacturer	Model Number
10	Smoke Detector	Fenwal	PSD-7152
7	Heat Detector 12' or Below	Fenwal	70 Series
2	Heat Detector Above 12'	Fenwal	71 Series
4	Flame Detector	Fenwal	UV
6	Water flow Switches	Potter	WF-V
9	Tamper Switches & PIV's	Potter	PIB-V2
6	Bell	Federal Signal	4766
3	Strobe	Federal Signal	VLS
1	Horn Strobe	Federal Signal	450D
6	Manual Pull Stations	Fenwal	Dual Action
1	Primary Control Panel	Fenwal	FN-2000
2	Batteries	Power Sonic	12v35AH

Suppression

Qty	Equipment Type	Manufacturer	Model Number
1	Control Panel	Fenwal	FN-2000
2	Batteries	Power Sonic	12V35AH
8	Smoke Detectors	Fenwal	PSD-7152
4	Heat Detectors	Fenwal	THD-7154
1	Aborts Switches	Fenwal	Push/Hold
4	Manual Release Stations	Fenwal	Man.Rel.
3	Methane Gas Detectors	Fenwal	Area-Gas Turbine
4	FM-200 Central Storage Tanks	Fenwal	C.S./Cylinder
12	CO2 Cylinder Tanks	Kidde	CO2 C.S.

Sprinkler

Qty	Equipment Type
1	Automatic System - Main Office & Control Building (Wet System)
2	Deluge Systems - Main Office & Control Building (Transformers Main & Auxillary)
1	Automatic System - North Water Treatment (Wet System)
2	Deluge Systems - Maintenance Building (Amonia Tank & Cooling Tower Addition)
1	Automatic System - Fire Pump Building (Wet System)
2	Water Storage Tanks 250,000 Gallons
11	Fire Hydrants
10	PIV's
1	Fire Pump - Diesel

Equipment List

Services to be provided at the following location:

L.E.C.
12745 N. Thornton Road
Lodi, CA 95241

Fire Detection

Qty	Equipment Type	Manufacturer	Model Number
14	Smoke Detectors	EST	SIGA-PS & SIGA-IS
33	Heat Detector Above 12'	Fenwal	27121 Series
1	Water flow Switch	Potter	WF-V
3	Tamper Switches & PIV's	Potter	PIB-V2
6	Bell	Federal Signal	4766
3	Strobe	EST	405 Series
25	Horn Strobe	EST	757 Series
17	Manual Pull Stations	EST	SIGA-278
1	Primary Control Panel	EST	EST-3
2	Remote Annunciators	EST	3-ANN-CPU3
3	Booster Power Supply	EST	BPS10A
10	Batteries	Power Sonic	12V7AH

Suppression

Qty	Equipment Type	Manufacturer	Model Number
1	Control Panel	Notifier	NFS-640
2	Batteries	Power Sonic	12V26AH
2	Smoke Detectors	Notifier	FSI-851
10	Heat Detectors	Fenwal	12X27121-0
7	Audible/Visual Devices	Federal Signal	Siren & H/S
8	Manual Release Stations	Sigcom	SGX-32SK1
4	Methane Gas Detectors	Detronics	006824-001
4	Solenoids	Chemtron	VSI
4	FM-200 Central Storage Tanks	Chemtron	C.S.

Sprinkler

Qty	Equipment Type
1	Automatic System - New Water Treatment Building (Wet System)
1	Deluge System-STG Building (Lube Oil Equipment)
1	Foam System - STG Building (4 FOAM GEN)
1	Pre-Action System - STG Building (Steam Turbine Bearings)
1	Fire Hose
1	Water Storage Tank 500,000 Gallons

Equipment List

Services to be provided at the following location:

CT1 Alameda
2900 MAIN STREET
ALAMEDA, CA 94501

Suppression

Qty	Equipment Type	Manufacturer	Model Number
2	Control Panels (Units 1 and 2)	CHEMATRON	SP1-17153
6	Heat Detectors	CHEMATRON	
2	Audible Devices	CHEMATRON	
2	Beacons	CHEMATRON	
2	Manual Release Stations	CHEMATRON	
4	Solenoid Circuit Tests	CHEMATRON	
4	Sphere Tanks	CHEMATRON	CHEMETRON

Sprinkler

Qty	Equipment Type
3	Fire Hydrants - Inspection Test and Maintenance
3	P.I.V.'s

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:

Specific Pricing for CT/LEC services:

	Annual Fee	5-Year Fee
<input checked="" type="checkbox"/> Fire Alarm System Testing & Inspection	\$3,679	\$18,395
<input type="checkbox"/> Security System Testing & Maintenance		\$0
<input checked="" type="checkbox"/> Special Hazard Suppression Systems	\$5,890	\$29,450
<input type="checkbox"/> Detection-PA		\$0
<input checked="" type="checkbox"/> Fire Extinguisher Inspection & Maintenance	\$2,192	\$10,960
<input type="checkbox"/> Emergency Services		\$0
<input type="checkbox"/> Leak Detection Inspection Services		\$0
<input type="checkbox"/> UL Central Station Monitoring		\$0
<input checked="" type="checkbox"/> Sprinkler System Testing & Inspection (Quarterly, Annual) Fire Pump Foam-Water	\$12,584	\$62,920
<input checked="" type="checkbox"/> 5-Year Sprinkler Testing, Inspection & Maintenance		\$22,710
<input checked="" type="checkbox"/> 5-Year Fire Water Tank Inspection and Cleaning		\$16,163
<input type="checkbox"/> Critical Inventory Maintenance		NA
<input type="checkbox"/> Special Provisions		NA

Fee for services: All for the annual sum of \$24,345 and 5-Year sum of \$160,598

Pricing for additional services to be performed at NCPA, 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

SABAH INTERNATIONAL INCORPORATED

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

November 13, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Sunshine Metal Clad, 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.

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:	Geothermal	

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"/>
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 17-93 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sunshine Metal Clad, Inc. for insulation 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:

Various insulation 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 \$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. 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 November 1, 2017 and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on November 13, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution
- Multi-Task General Services Agreement with Sunshine Metal Clad, Inc.

RESOLUTION 17-93

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
SUNSHINE METAL CLAD, INC.**

(reference Staff Report #223:17)

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

WHEREAS, Sunshine Metal Clad, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Sunshine Metal Clad, Inc., to provide such services as needed at all NCPA facility locations, Member, SCPPA, and SCPPA Member facilities, 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 Service Agreement with Sunshine Metal Clad, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for insulation 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 _____, 2017 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SUNSHINE METAL CLAD, 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 Sunshine Metal Clad, Inc., a corporation with its office located at 7201 Edison Highway, Bakersfield, CA 93307 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2017 ("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.** Intentionally Omitted

4.4 **Pollution Insurance.** Intentionally Omitted

4.5 **All Policies Requirements.**

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

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

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

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency Members, SCPPA and/or SCPPA Members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or 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.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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:

James Eudy
President
Sunshine Metal Clad, Inc.
7201 Edison Highway
Bakersfield, CA 93307

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:

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

SUNSHINE METAL CLAD, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

JAMES EUDY, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A
SCOPE OF WORK

Sunshine Metal Clad, Inc., ("Contractor") shall provide insulation services, and any miscellaneous maintenance, including, but not limited to the following, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members:

Provide labor, equipment, and materials to install, maintain, or replace insulation. Any manlifts, scaffolding, forklifts, or other required equipment shall be provided by Contractor, with the associated costs to be included in any quotes provided.

Any and all work related to lead and asbestos abatement or public works is not included within this Scope of Services and will be subject to a separate written agreement.

No project under this agreement shall include work that would qualify as a Public Works Project under the guidelines established by the State of California.

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. Pricing for services to be performed for NCPA, NCPA Members, SCPA, or SCPA Members will be quoted at the time services are requested. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

		
NCPA - PREVAILING LABOR RATES as of October 2017 LABOR & EQUIPMENT RATES		
CLASSIFICATION	STRAIGHT TIME / HOUR	OVERTIME / HOUR
INSULATOR 1 & 2	\$115.00	\$172.50
PER DIEM - NOT TO EXCEED \$75/DAY	\$75.00	9.375 / HR
<u>WORK TRUCKS - MEDIUM & LARGE</u>		
WORK TRUCK / AUTO	\$10.00	HOUR
TRUCKS - 1 - TON / STAKE BED	\$15.00	HOUR
TRUCKS - 2 TON / BOX VANS	\$20.00	HOUR
<u>TRAILERS</u>		
SHOP TRAILER - MATERIAL	\$15.00	HOUR
SHEET METAL TRAILER W/TOOLS	\$15.00	HOUR
PAD TRAILER W/TOOLS	\$15.00	HOUR

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
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

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Delegate Investment Duties to the Treasurer-Controller

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:			
All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>
City of Healdsburg	<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:

It is recommended that the NCPA Commission approve Resolution 17-96. The resolution confirms delegation to the Treasurer-Controller the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased for a one year period. The Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.

BACKGROUND:

The Treasurer-Controller under authority granted by Commission Resolution No. 83-103, dated December 22, 1983, may invest monies of this Agency as provided in Section 53600 et. seq. of the Government Code. Government code section 53607 provides that:

“The authority of the legislative body to invest or reinvest funds of a local agency, or to sell or exchange securities so purchased may be delegated for a period of one year by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the authority is revoked or expires, and shall make a report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.”

Hence, a formal delegation of investment duties to the Treasurer-Controller is required annually.

FISCAL IMPACT:

There is no direct dollar impact to this proposed policy. The resolution delegates authority to the Treasurer-Controller for the investment activities of 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.

COMMITTEE REVIEW:

The recommendation was reviewed by the Finance Committee on November 8, 2017 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 17-96

RESOLUTION 17-96

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY DELEGATING INVESTMENT DUTIES TO THE TREASURER-CONTROLLER

(reference Staff Report #228:17)

WHEREAS, Chapter 4 of the California Government Code, section 53600 et, seq., deals with the financial affairs of local government agencies, including cities; and

WHEREAS, the Northern California Power Agency Joint Powers Agreement specifies the laws regulating general law cities as being the law that applies to the Agency; and

WHEREAS, Government Code section 53607 provides that “the authority of the legislative body to invest or reinvest funds of a local agency, or to sell or exchange securities so purchased may be delegated for a period of one year by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the authority is revoked or expires, and shall make a report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year”; and

WHEREAS, the Commission desires to confirm the authority of the Treasurer-Controller to invest or reinvest funds of the Agency, or to sell or exchange securities so purchased in compliance with Government Code section 53600 et. seq.; 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 confirms that the duly appointed Treasurer-Controller of the Northern California Power Agency is delegated the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased. The Treasurer-Controller assumes full responsibility for investment transactions until such authority is revoked or expires, and shall make a report each month of those transactions to the Commission.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

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

 BOB LINGL
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



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Commission Staff Report

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: FY 2017 Annual Billing Settlements

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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:

Adopt, authorize and approve Resolution 17-97 and the attachments thereto regarding the FY 2016-2017 Annual Billing Settlements.

BACKGROUND:

The attached FY 2017 Annual Billing Settlements Summary shows a comparison of Actual Costs and Final Billing Settlements (i.e., Collections vs. Actual).

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$8.2 million or 2.5% of Collections to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$6.0 million; (2) Management Services costs of \$2.0 million; and (3) Pass-Through Costs and Interest and Other Income of \$0.2 million.

The Utility Directors have reviewed a draft of the FY 2017 Annual Billing Settlements Summary and supporting data, which is currently available on the Agency's Data Portal. Supporting data includes the final re-run of the All Resources Bill to reflect the final settlement amounts, explanations of the primary refund drivers, and schedules reflecting annual costs, collections, and resulting over/under collections by month.

As a result of the California Independent System Operator (CAISO) shortened settlement process, the Agency's Generation Resources cost categories for Member, Western, and Other Resources, Market Power Purchases and CAISO Energy Purchases and Sales no longer play a material role, if any, in the Agency's calculation of Annual Budget Settlement refunds. Rather, these categories of costs are settled monthly as invoices are received and are reflected in the respective All Resources Bill (ARB).

FISCAL IMPACT:

Upon approval by the Commission, the amount of \$8,206,372 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts, and non-member participants will receive the refund payment in accordance with Agency payment terms unless otherwise directed in writing.

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: Resolution 17-97
Billing Settlements summaries

RESOLUTION 17-97

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FY 2016-2017 ANNUAL BILLING SETTLEMENTS**

(reference Staff Report #229:17)

WHEREAS, the Northern California Power Agency, (Agency) FY 2016-2017 Annual Billing Settlements has been closed, reconciled, and finalized; and

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

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

WHEREAS, the Agency's monthly billings to participants for FY 2016-2017 have been re-run using the finalized FY 2016-2017 Annual Billing costs; and

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

WHEREAS, the Utility Directors reviewed the detailed support for the FY 2016-2017 Annual Billing Settlements Summary, the related Project and Program Cost Summary Reports, and the re-run of the monthly All Resources Bills and have found all to be satisfactory; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the FY 2016-2017 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that any net refund amounts due to participants be distributed.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

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

 BOB LINGL
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

**Northern California Power Agency
FY 2017 Billing Settlement Summary - By Participant**

	Collections	Actual Costs	Refund (Charge)
Summary all Participants	\$ 333,353,150	\$ 325,146,778	\$ 8,206,372
Summary By Participant			
Alameda	24,413,656	23,700,648	\$ 713,008
BART	25,258,672	24,936,960	321,712
Biggs	1,198,869	1,167,841	31,028
Gridley	3,148,761	3,061,549	87,212
Healdsburg	5,951,935	5,771,575	180,360
Lodi	37,224,207	36,351,044	873,163
Lompoc	10,053,554	9,830,571	222,983
Palo Alto	74,808,659	74,081,641	727,018
Plumas Sierra	6,057,153	5,928,178	128,975
Port of Oakland	5,775,715	5,704,678	71,037
Redding	592,736	535,885	56,851
Roseville	6,269,797	5,727,813	541,984
Santa Clara	107,070,158	104,490,252	2,579,906
Shasta Lake	13,021	12,281	740
Truckee-Donner	155,539	148,763	6,776
Ukiah	7,667,499	7,400,290	267,209
Other Project Participants:			
TID	543,145	338,279	204,866
Azusa	1,126,638	1,055,690	70,948
California Department of Water Resources	12,694,375	11,893,487	800,888
MID	1,007,560	755,798	251,762
Power & Water Resources Pooling Authority	2,321,501	2,253,555	67,946
Total	\$ 333,353,150	\$ 325,146,778	\$ 8,206,372
			2.5%

**Northern California Power Agency
FY 2017 Billing Settlement Summary -- Explanation Overview**

General Comment

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

ISO charges and energy and ancillary services revenues do not play a material role, if any in the annual billing settlement Process. Similarly Third Party energy purchases and sales, are settled up concurrently with ISO processes in the All Resources Bill

The result of the year end settlements analysis is a refund of \$8,206,372, or 2.5% which is the net of total collections of \$333,353,150 less costs of \$325,146,778. The refund is primarily comprised of lower costs for Generation Resources and Management Services as follows:

Generation Resources

Generation Resources accounts for \$6.0 million or approximately 73.8% of the total refunded amount. The primary driver for the variance was the net decrease in actual costs from those billed to participants as outlined below.

<u>Refund (in 000's)</u>	
\$ 4,347	Routine O&M costs less than projected primarily due to lower operating costs resulting from lower LEC generating output.
1,209	Postponement of certain O&M and capital projects, mainly at LEC project.
302	Final actual allocated Generation Services costs were lower than projected due to vacant positions and reduced use of outside services.
374	A&G costs less than projected primarily driven by lower salaries & benefits due to vacant positions and lower contract services as we continue to perform more work in-house.
753	Lower debt service costs resulting from Hydro interest rate swap and GEO refinancing at lower rates.
637	Other costs, primarily lower property and liability insurance premiums
889	Higher interest income & miscellaneous income collected during the year
835	Reimbursements from FEMA and insurance related to September 2015 Valley Fire
(485)	Costs of repairs to Hydroelectric Plant resulting from the December 2015 flooding.
(2,805)	LEC Transmission Upgrade project refund credited to Participants on monthly ARB.
<u>\$ 6,056</u>	

Management Services

Management Services accounts for \$2.0 million or approximately 24.0% of the total refunded amount. Billing requirements are generally collected ratably over the fiscal year. Variance drivers are listed below:

<u>Refund (in 000's)</u>	
\$ 456	Salaries and Benefits were less than projected primarily due to unfilled positions
516	Legal and Other Outside Services were lower than estimated.
82	Judicial Action activities related to Tariffs and Rates were lower than anticipated.
109	Judicial Action activities funded by LEC plant.
166	A&G costs less than projected primarily driven by lower salaries & benefits due to vacant positions and lower contract services as we continue to perform more work in-house.
645	Travel, Hardware, Software, Supplies, Network and Data Services costs were less than projected
<u>\$ 1,974</u>	

Pass Through Costs

Pass Through Costs were overfunded by \$25 thousand, or 0.1% of the total refunded amount. The overfunded amount represents primarily excess collection of BAMx and SOT costs.

Third Party Revenues

Third Party Revenue was higher than anticipated by \$0.16 million, or 1.8% of the total refunded amount; the increase was primarily driven by higher interest and Power Management Service Revenue.



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Commission Staff Report

November 15, 2017

COMMISSION MEETING DATE: November 30, 2017

SUBJECT: Provision of Services to East Bay Community Energy and Monterey Bay Community Power

AGENDA CATEGORY: Discussion/Action

FROM:	David Dockham	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Industry Restructuring	

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"/>
Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

NCPA staff recommends that the Commission authorize: (i) the General Manager of NCPA to engage in negotiations with East Bay Community Energy to develop a Services Agreement under which NCPA may supply certain wholesale power services to East Bay Community Energy, as further described herein, and (ii) delegated authority to the General Manager of NCPA to negotiate the cost of service to be charged to East Bay Community Energy for NCPA's provision of Services within a defined range, as further set forth herein.

NCPA staff recommends that the Commission authorize: (i) the General Manager of NCPA to engage in negotiations with Monterey Bay Community Power to develop a Services Agreement under which NCPA may supply certain wholesale power services to Monterey Bay Community Power, as further described herein, and (ii) delegated authority to the General Manager of NCPA to negotiate the cost of service to be charged to Monterey Bay Community Power for NCPA's provision of Services within a defined range, as further set forth herein.

BACKGROUND:

East Bay Community Energy (EBCE) and Monterey Bay Community Power (MBCP) are each working to establish a community choice aggregation program within their respective service regions. EBCE and MBCP each recently issued a Request for Proposals (RFP) under which they are seeking a variety of wholesale power services. In response to the EBCE RFP and MBCP RFP, Northern California Power Agency (NCPA) submitted a Services Offer to EBCE and MBCP, in which NCPA offered to supply the wholesale power services requested. In response to NCPA's Service Offers, both EBCE and MBCP have expressed interest to engage in further discussions regarding the opportunity to receive certain services from NCPA.

DISCUSSION:

In response to the interest expressed by EBCE and MBCP, NCPA staff are seeking Commission authorization to engage in further negotiations with both EBCE and MBCP to develop Service Agreements under which NCPA may supply certain wholesale power services to EBCE and/or MBCP. While staff believes that MBCP has already made the decision to utilize an alternative service provider and that further negotiations with MBCP will not be necessary, staff is nevertheless recommending Commission authorization to negotiate with MBCP in the event the alternative supplier option fails for any reason and in order to avoid the need for a special Commission meeting should that scenario come to pass. Based on the RFPs issued by EBCE and MBCP, the scope of services each party is seeking includes scheduling coordinator services and portfolio management services.

CREDIT SOLUTION:

As new and developing organizations that do not have a preexisting credit history, both EBCE and MBCP are also seeking proposals from prospective suppliers to assist them with developing and/or the supplying certain collateral and credit instruments to support their operations. As part of the Services Offers submitted to EBCE and MBCP, NCPA offered to assist each Party with acquisition of a line of credit from a financial institution, whereby NCPA may, or may not, be listed as the direct counterparty to the line of credit provided by the financial institution; provided, however, in either scenario, the arrangement entered into with the financial

institution will identify EBCE and MBCP as being directly responsible and liable for all costs associated with the line of credit received.

FISCAL IMPACT:

NCPA staff recommends that the Commission delegate authority to the General Manager of NCPA to negotiate an amount of compensation for NCPA's provision of services to EBCE within the following range: \$539,750 to \$730,250.

NCPA staff recommends that the Commission delegate authority to the General Manager of NCPA to negotiate an amount of compensation for NCPA's provision of services to MBCP within the following range: \$431,800 to \$584,200.

The proposed compensation range stated herein was developed using the NCPA Power Management Cost Allocation Spreadsheet Model (commonly known as the "Nexant Model") as a reference. The cost of services proposed for EBCE and MBCP were developed using the Nexant Model, and are based on a set of modeling assumptions that are representative of the services NCPA has proposed to supply to EBCE and MBCP.

In addition to compensation for services attributed to regular operations, NCPA staff also recommends that the Commission delegate authority to the General Manager of NCPA to incorporate an integration charge into NCPA's offer made to EBCE and MBCP, that would be separately stated, and may or may not be included in the regular operations negotiating range stated above if such is deemed appropriate by the General Manager, based on estimated costs associated with integrating EBCE and MBCP into NCPA's business processes.

NCPA's administrative costs for development of a Services Agreement with EBCE and MBCP will be allocated to members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation for NCPA's provision of services to MBCP, as further described herein, was reviewed by the Facilities Committee on November 2, 2017, and for EBCE with the Utility Directors on November 9, 2017, and are recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: 1 (Resolution 17-94)

RESOLUTION 17-94

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY PROVISION OF SERVICES TO EAST BAY COMMUNITY ENERGY AND MONTEREY BAY COMMUNITY POWER

(reference Staff Report #226:17)

WHEREAS, East Bay Community Energy (EBCE) and Monterey Bay Community Power (MBCP) are each working to establish a community choice aggregation program within their respective service regions; and

WHEREAS, EBCE and MBCP each recently issued a Request for Proposals (RFP) under which they are seeking a variety of wholesale power services; and

WHEREAS, in response to the EBCE RFP and MBCP RFP, Northern California Power Agency (NCPA) submitted a Services Offer to EBCE and MBCP, in which NCPA offered to supply the wholesale power services requested; and

WHEREAS, in response to NCPA's Service Offers, both EBCE and MBCP have expressed interest to engage in further discussions regarding the opportunity to receive certain services from NCPA; and

WHEREAS, in response to the interest expressed by EBCE and MBCP, NCPA staff are seeking Commission authorization to engage in further negotiations with both EBCE and MBCP to develop Service Agreements under which NCPA may supply certain wholesale power services to EBCE and/or MBCP, and based on the RFPs issued by EBCE and MBCP, the scope of services each party is seeking includes scheduling coordinator services and portfolio management services; and

WHEREAS, as new and developing organizations that do not have a preexisting credit history, both EBCE and MBCP are also seeking proposals from prospective suppliers to assist them with developing and/or the supplying certain collateral and credit instruments to support their operations; and

WHEREAS, as part of the Services Offers submitted to EBCE and MBCP, NCPA offered to assist each Party with acquisition of a line of credit from a financial institution, whereby NCPA may, or may not, be listed as the direct counterparty to the line of credit provided by the financial institution; provided, however, in either scenario, the arrangement entered into with the financial institution will identify EBCE and MBCP as being directly responsible and liable for all costs associated with the line of credit received; and

WHEREAS, NCPA staff recommends that the Commission delegate authority to the General Manager of NCPA to negotiate an amount of compensation for NCPA's provision of services to EBCE and MBCP within defined ranges, as further set forth in Staff Report #226:17; 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:

1. The General Manager of NCPA to engage in negotiations with East Bay Community Energy to develop a Services Agreement under which NCPA may supply certain wholesale power services to East Bay Community Energy, as further described herein, and (ii) delegated authority to the General Manager of

NCPA to negotiate the cost of service to be charged to East Bay Community Energy for NCPA's provision of Services within a defined range, as further set forth herein; and

2. The General Manager of NCPA to engage in negotiations with Monterey Bay Community Power to develop a Services Agreement under which NCPA may supply certain wholesale power services to Monterey Bay Community Power, as further described herein, and (ii) delegated authority to the General Manager of NCPA to negotiate the cost of service to be charged to Monterey Bay Community Power for NCPA's provision of Services within a defined range, as further set forth herein.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

NCPA Commission Agenda Item 20

Pursuant to Government Code Section 54957.6:
Conference with Labor Negotiators, and Government
Code Section 54957: Performance Evaluation:
Unrepresented Public Employee, this item is being
considered in Closed Session.

Contingent upon action taken during Closed Session, the
Staff Report will be provided to the Full Commission in
Open Session for final consideration.