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Lodi, CA 95242

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## LEC PPC Agenda

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**Date:** May 5, 2016  
**Subject:** May 9, 2016 Lodi Energy Center Project Participant Committee Meeting  
**Location:** 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations  
**Time:** 10:00 a.m.

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\*\*\* In compliance with the Brown Act, you may participate in person at the meeting location or via teleconference at one of the locations listed below. In either case, please: (1) post this notice at a publicly accessible location at the participation location at least 72-hours before the meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.

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NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 <sup>th</sup> Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA	POWER & WATER RESOURCES POOLING AUTHORITY 418 32 Street Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 1500 Warburton Avenue, Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482

*The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon written request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or [www.ncpa.com](http://www.ncpa.com)*

*Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participant in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.*

## **1. Call Meeting to Order and Roll Call**

### **PUBLIC FORUM**

Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item considered by the Lodi Energy Center Project Participant Committee at this meeting, before or during the Committee's consideration of that item, shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item within the jurisdiction of the Lodi Energy Center Project Participant Committee and not listed on the Agenda may do so at this time.

## **2. Meeting Minutes - Approval of April 11, 2016, regular meeting minutes.**

### **MONTHLY REPORTS**

#### **3. Operational Report for April 2016 - (Jeremy Lawson)**

#### **4. Market Data Report for April 2016 – Verbal Report (Bob Caracristi)**

#### **5. Monthly Asset Report for March 2016 – (Michael DeBortoli)**

#### **6. Bidding Strategies Report - Verbal Report and update regarding bidding strategies and regulation down revenues (Ken Goeke)**

### **CONSENT CALENDAR**

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Project Participant 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 Participants will be polled to determine if any Participant wishes to abstain from one or more items on the Consent Calendar.

#### **7. Treasurer's Report for April 2016 - Accept by all Participants**

#### **8. Financial Report for April 2016 - Approve by all Participants**

#### **9. GHG Reports (excerpted from monthly ARB) - Accept by all Participants**

#### **10. Black & Veatch Corporation - Staff seeking approval of a five year Multi-Task Professional Services Agreement with Black & Veatch Corporation for an amount not to exceed \$1,500,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for consulting services related to project support and plant operations for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, or by SCPPA Members.**

- 11. WEST Consultants, Inc.** – Staff seeking approval of a five year Multi-Task Professional Services Agreement with WEST Consultants, Inc. for an amount not to exceed \$1,000,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for professional and engineering services, such as hydrological flow modeling, related to project support and plant operations at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Consent Items pulled for discussion: \_\_\_\_\_

### **BUSINESS ACTION ITEMS**

- 12. LEC Sale of Resource Adequacy Capacity into CAISO Capacity Procurement Mechanism Competitive Solicitation Process** – Staff will make an informational presentation regarding the CAISO competitive solicitation process utilized when the CAISO elects to procure backstop capacity from the market. *(Tony Zimmer)*

### **INFORMATIONAL/ DISCUSSION ITEMS**

- 13. Other New Business**

### **ADJOURNMENT**

Next Regular Meeting: June 13, 2016

**Lodi Energy Center**  
**Project Participant Committee Regular Meeting**  
**April 11, 2016 - MEETING MINUTES**  
Location: Lodi Energy Center  
12745 N. Thornton Rd, Lodi CA 95242  
and by teleconference  
10:00 A.M.

**1. Call Meeting to Order and Roll Call**

The PPC meeting was called to order at 10:03 a.m. by Vice Chair Martin Caballero. He asked that roll be called for the Project Participants as listed below.

<b>PPC Meeting Attendance Summary</b>		
<b>Participant</b>	<b>Attendance</b>	<b>Particulars / GES</b>
Azusa - Lehr	Absent	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Cadek	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
<b>Summary</b>		
Present	5	82.1322%
Absent	8	17.8678%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	April 11, 2016	

**Public Forum**

Vice Chairman Caballero asked if any members of the public were present in Lodi or at any of the other noticed meeting locations who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present.

**2. Meeting Minutes**

The draft minutes of the regular meeting held on March 14, 2016, and the draft minutes of the special meeting held on March 30, 2016, were considered. The LEC PPC considered the following motion:

**Date:** 4/11/2016

**Motion:** The PPC approves the minutes of the March 14, 2016 regular meeting and March 30, 2016 special meeting as presented.

**Moved by:** Lodi

**Seconded by:** CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	5	82.1322%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	17.8678%
Result:	Motion passed.	

## **MONTHLY REPORTS**

### **3. Operational Reports for March 2016**

Jeremy Lawson presented the Operational Report for March. There were no OSHA recordable accidents, no permit violations and no NERC/WECC violations. Jeremy noted the outage for the belly band repair and Hot Gas Path work continued on March 1 and 2. He said that the planned outage in May was shortened and will run from May 1-16 to complete the remaining work. The report reflected monthly production of 91,571 MWH, 470 service hours, and equivalent operating availability of 96.23%. The report set forth the Capacity Factor @ 280MW Pmax of 44.02% and @ 302MW Pmax of 40.81%. There were five hot starts, one warm start, and two cold starts during the month. Overall the plant is doing well coming out of the HGP and belly band outage.

### **4. Market Data Report for March 2016**

Bob Caracristi discussed the operating and financial settlement results for the month.

## **5. Monthly Asset Report**

Mike DeBortoli presented the monthly asset report/budget review for February. He said revenues are still soft and the report shows revenue to be 14% below the budget forecast; but noted an anomaly in that the VOM is 5% above the forecast. As of February, the asset report shows overall costs to be above budget by 3.35%.

## **6. Bidding Strategies Report**

Ken Goeke presented the monthly report about the bidding strategies utilized, regulation revenues and costs comparison in March. No special strategies were used. He said the regulation-down revenue is much less relative to regulation-up revenue than it has been previously and that his group will be reevaluating bidding strategies due to the increase in regulation-up awards.

## **Consent Calendar (Items 7 – 14)**

The consent calendar was considered. Vice Chair Caballero asked if any Participant wished to have any item removed for separate discussion. Hearing no requests, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

**Date:** 4/11/2016

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for March 2016; 8. Financial Reports for March 2016; 9. GHG Reports excerpted from monthly ARB; 10. Groome Industrial Service Group, Inc. five year Multi-Task General Services Agreement for not to exceed \$850,000 for inspection and maintenance services; 11. Nor-Cal Controls ES, Inc. five year Multi-Task Professional Services Agreement for not to exceed \$350,000 for engineering and technical support services on various plant control systems; 12. Schweitzer Engineering Laboratories, Inc. five year Multi-Task Professional Services Agreement for not to exceed \$1,000,000 for protective relay and automation design, installation, testing and commissioning services; 13. Baskin Engineering, Inc. First Amendment to existing five year Multi-Task Consulting Services Agreement increasing the not to exceed amount from \$225,000 to \$750,000 and expanding the scope of work for protection relay upgrades and electrical engineering support services; and 14. Syblon Reid five year Multi-Task General Services Agreement for not to exceed \$5,000,000 for routine maintenance on structure and systems; all agreements with any non-substantial changes recommended and approved by the NCPA General Counsel.

**Moved by:** Lodi

**Seconded by:** CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passed.	

## **BUSINESS ACTION ITEMS**

### **15. Lodi Energy Center Annual Budget For Fiscal Year 2017**

Mike DeBortoli presented the proposed budget for FY 2017. He noted each of the proposed projects was discussed at the last two PPC meetings. With respect to the proposed Ammonia Risk Reduction project, at the March PPC meeting the Participants present favored treating the cost allocation the same as called for by the existing agreement with an approximate 15% allocation to STIG and 85% allocation to LEC and to buy-out and/or credit back appropriate costs to STIG at the end of the STIG's life. Melissa Cadek provided some further explanation that the STIG owners are not willing to bear that cost due to its remaining life expectancy and the fact that it can mitigate these risks in various ways. The STIG owners are, however, willing to pay the depreciation expense each year as previously discussed in the amount of \$3,106 as long as STIG is in service and transfer ownership of the tank and equipment to LEC. Concern was expressed by Martin Caballero and others as to whether that approach is going to be the status quo for every project involving STIG going forward. Melissa confirmed it is her understanding this would not set a precedent but that STIG would look at each proposal on a project-by-project basis. Ken Speer said that even if the FY17 budget for LEC is approved including the funds for this project, to move forward with the project the specific agreement(s) would first come back to the PPC for approval at that time.

Also discussed was the CAISO Charges. Mike reiterated that the line item for CAISO Charges of \$2,374,272 is an increase over the FY16 budget by about \$1.7 million due to inclusion of the regulation energy purchase costs which were not previously included in the budget. Staff also confirmed it includes PWRPA's energy delivery cost. Other clarifying questions were asked

about Other Costs listed on sheet H-8 and whether those are the same costs as listed on the first page and labelled Other Costs. Donna Stevener said she will look into this and make certain all categories are clearly labelled and add up. Donna later clarified the differences between the Other Costs listed on the two budget sheets. Yarek Lehr commented that the cost of fuel appears to be fairly optimistic. It was noted that the forecasts were presented in January by Jan Bonatto and are based on a Plexos model.

Donna Stevener explained that the terms of the LEC Power Sales Agreement require that an Operating Reserve Fund be established for LEC with a minimum of 60 days of operation and maintenance expenses maintained in the fund. She recommended leaving the minimum funding level at \$11,217,009 which is the same as is currently approved even though the budget calculated minimum would allow a decrease of \$410,669. She said the recommendation is made due to the current volatility of gas prices. The LEC PPC considered the following motion:

**Date:** 4/11/2016

**Motion:** The PPC approves the LEC annual budget for fiscal year 2017 in the amount of \$94,318,807 and approves maintaining the Operating Reserve Fund amount at \$11,217,009.

**Moved by:** Lodi

**Seconded by:** SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Results:	Motion passed.	

Martin Caballero requested that next year and going forward the various drafts and final budget documents be provided to the Participants earlier to allow sufficient time for review. In addition, Melissa Cadek requested to see the changes from the prior iterations of the FY17 draft budget to this final budget.

16. **LEC Project Management and Operations Agreement (PMOA) Schedule 1.00 Exhibit 2**

With approval of the budget, staff seeks approval of a corresponding amendment of the Variable Operations and Maintenance Costs (VOM), PMOA Schedule 1.00, Exhibit 2, to become effective July 1, 2016. The LEC PPC considered the following motion:

**Date:** April 11, 2016

**Motion:** The PPC approves the revised PMOA Schedule 1.00, Exhibit 2, to become effective July 1, 2016, for Variable Operations and Maintenance Costs (VOM).

**Moved by:** Lodi

**Seconded by:** PWRPA

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passed.	

17. **May Outage – Seeking Approval for Additional Work**

Mike DeBortoli presented a PowerPoint presentation to supplement the staff report and discussed the various work to be performed during the scheduled May outage. He explained the additional work needed to service the generator bearing and inlet guide vanes on the gas turbine. The LEC PPC considered the following motion:

**Date:** 4/11/2016

**Motion:** The PPC approves the May outage and associated cost increase from \$1,032,390 to not to exceed \$1,460,565, due to additional work needed to service the generator bearing and inlet guide vanes on the gas turbine, and authorize NCPA to execute agreements and issue purchase orders necessary to carry out this work.

**Moved by:** Lodi

**Seconded by:** SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passed.	

**18. Revisit Allocation of the Approved Refund of Excess Moneys Collected Regarding Standard Large Generator Interconnection Agreement Upgrade Project with CAISO**

Mike DeBortoli presented a PowerPoint slide to supplement the staff report prepared and to summarize the recommended reallocation of the \$4,039,771 refund amount for excess moneys collected for the Transmission Upgrade Project. He said this recommendation is made to carry out the spirit of what was previously approved at the March 30, 2016, special meeting. The LEC PPC considered the following motion:

**Date:** 4/11/2016

**Motion:** The PPC approves reallocation of the \$4,039,771 refund amount for excess moneys collected for the Transmission Upgrade Project as follows: (1) the sum of \$1,100,000 shall be applied to the LEC Operating Reserve to replenish

the funds used for the February 2016 forced outage belly band repair; (2) the sum of \$2,805,000 shall be applied to Projects and Maintenance Reserve for the FY2017 budget (starts July 2016), and the sum of \$134,771 shall be credited on the July 2016 ARB.

**Moved by:** SVP  
**Seconded by:** Lodi

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passed.	

## **INFORMATIONAL ITEMS**

19. **Other New Business.** There was no new business.

## **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, May 9, 2016. The meeting was adjourned at 11:33 a.m.

Submitted by: Linda Stone



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## **Lodi Energy Center Project Participant Committee Operational Report**

**Agenda Item No.: 3**

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**Date:** 5/9/2016

**To:** Lodi Energy Center Project Participant Committee

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### **Safety**

- OSHA Recordable: 0 Accidents

### **Notice of Violations**

- Permits: 0 Violations
- NERC/WECC: 0 Violations

### **Outage Summaries:**

- **No Forced Outages.**

### **Planned Outage Summaries:**

- 2016 May 1<sup>st</sup> - 14<sup>th</sup>: Major items include Combustion Turbine (CT) Flow Shield Replacement, CT Generator Bearing Repair, and the Heat Recovery Steam Generator (HRSG) transition heat shield replacement.
- 2017 May: Steam Turbine Limited Overhaul (Steam Turbine Bearing Inspection, Steam Turbine Valve Inspection, Alignments, etc.)

**Generating Unit Statistics:**

LEC

**Report****Date:**

Start Date 4/1/2016

End Date 5/1/2016

1. Monthly Production 45,437 MWH
2. Productivity Factor
  - a. Service Hours 240 Hours
  - b. Service Factor 33.28 %
  - c. Capacity Factor @ 280MW Pmax 22.54 %
  - d. Capacity Factor @ 302MW Pmax 20.90 %
3. Equivalent Operating Availability (EOA) 100.00 %
4. Forced Outage Rate (FOR)
  - a. Combustion Turbine Generator 0.00 %
  - b. Steam Turbine Generator 0.00 %
5. Heat Rate Deviation (HRD)
  - a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range		Average HR BTU/kW-Hr	PMOA HR BTU/kW-Hr	Deviation %	Production MWH	Cost \$
Seg. 1	296 - 302	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	7,006	6870	1.98%	48	\$26
Seg. 3	275 - 284	7,040	6971	0.99%	285	\$78
Seg. 4	250 - 275	7,069	7081	-0.16%	1,889	-\$88
Seg. 5	225 - 250	7,126	7130	-0.05%	4,648	-\$66
Seg. 6	200 - 225	7,234	7315	-1.11%	5,256	-\$1,707
Seg. 7	175 - 225	7,392	7711	-4.13%	24,658	-\$31,435
Seg. 8	165 - 175	7,683	7856	-2.20%	7,361	-\$5,093
					<b>44,145</b>	<b>-\$38,286</b>

## 6. AGC Control Deviation

MW Range		High Dev MWH	Low Dev MWH	Absolute Dev MWH	Cost \$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	0	0	0	\$2
Seg. 3	275 - 284	1	-1	1	\$41
Seg. 4	250 - 275	9	-2	11	\$321
Seg. 5	225 - 250	23	-7	30	\$846
Seg. 6	200 - 225	28	-15	43	\$1,238
Seg. 7	175 - 225	140	-49	189	\$5,582
Seg. 8	165 - 175	39	-16	55	\$1,699
		<b>240</b>	<b>-90</b>	<b>329</b>	<b>\$9,729</b>

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	1	3
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	0.0	163.0	183.3
Start Time Deviation (%)	-100.0%	1.9%	-22.0%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,967	3,205	3,661
Fuel Deviation	0.0%	-38.4%	-32.6%
Costs of Fuel Deviations (\$)	<b>\$0</b>	<b>-\$7,980</b>	<b>-\$7,076</b>

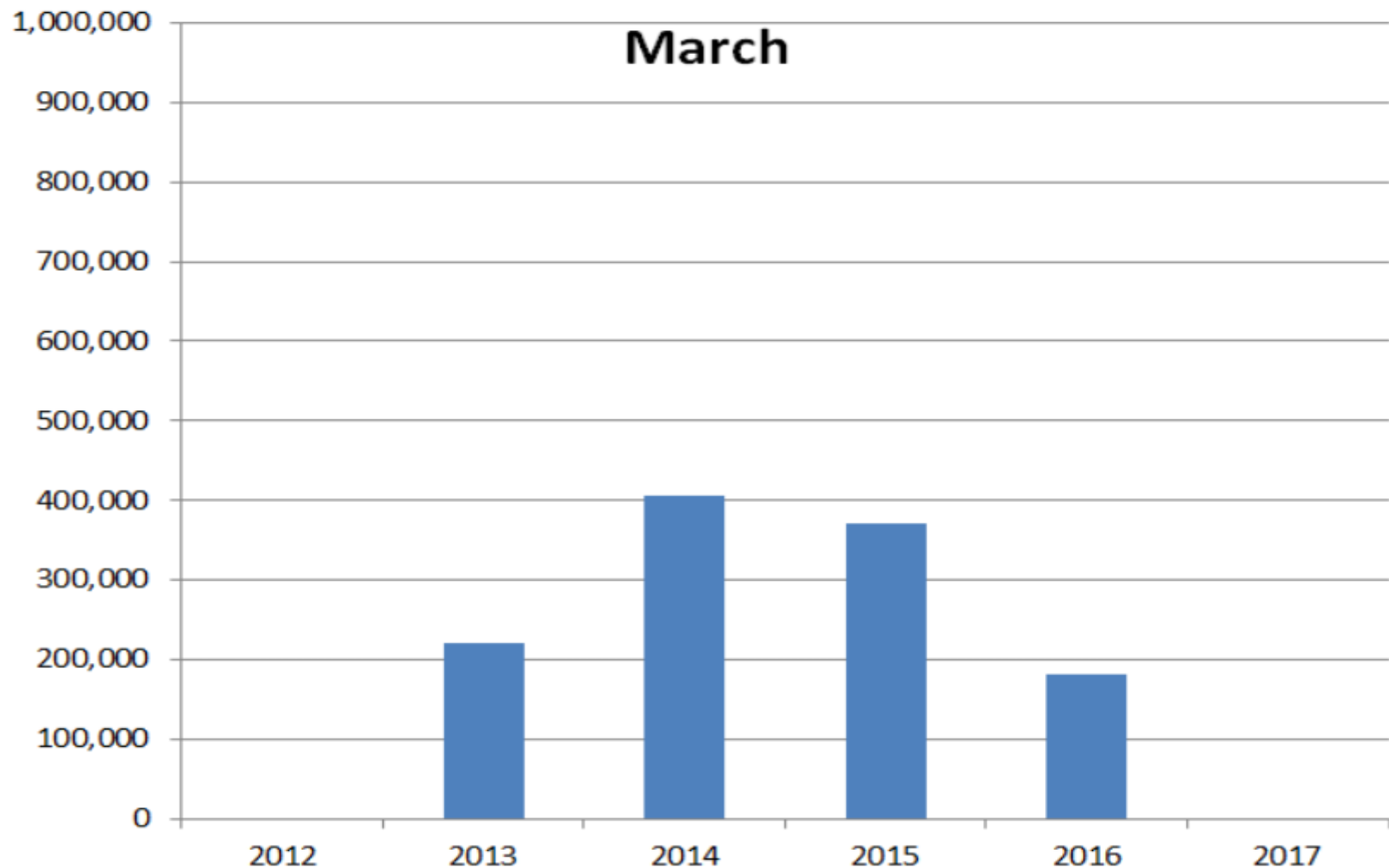
**Definitions:**

1. Monthly Production = Plant Net MWH's
2. Capacity Factor
  - a. Service Hours = In Production or in Service State
  - b. Service Factor =  $SH / PH \times 100\%$
  - c. Capacity Factor =  $Production / 302MW \times PH$
  - d. Capacity Factor =  $Production / 280MW \times PH$
3. Monthly Equivalent Availability Factor (EAF) =  $(AH - EPDH - EFDH) / PH \times 100\%$
4. Forced Outage Rate =  $(FOH / (FOH + SH)) \times 100\%$
5. Heat Rate Deviation (HRD)
  - a. Fuel Cost = Cost of Fuel in \$/mmBTU
  - b. Average Heat Rate = The Average Heat Rate for the given Range
  - c. Heat Rate Deviation =  $(Heat\ Rate\ Average - Heat\ Rate\ Expected) / Heat\ Rate\ Expected \times 100\%$
  - d. Production = The Sum of Production for the given Range
  - e. Costs of Heat Rate Deviations =  $(Average\ Heat\ Rate - Expected\ Heat\ Rate) \times Production \times Cost\ of\ Fuel$
6. AGC Deviation-
  - a. MWH's = AGC Set Point Generation - LEC Actual Generation
  - b. Cost of Deviations = Fuel Cost x Heat Rate x Generation
7. Starting Reliability
  - a. Number of Starts = Start Count for Hot, Warm, and Cold
  - b. Start Time = Average Time from 0 Fuel Flow to Pmin
  - c. Start Fuel = Average Fuel Consumption to Pmin
  - d. Cost of Fuel Deviation =  $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$

# March Asset Report

	Most Recent			Above / (below)		Percent Difference
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	2,482,410	3,168,888	5,626,700	(686,478)	-22%	Changed Market Conditions
VOM	2,573,532	2,823,824	5,946,597	(250,292)	-9%	Min Load Operation
Fixed	718,922	708,268	869,812	10,654	2%	
Projects	151,480	150,000	239,798	1,480	1%	
A&G	148,929	148,000	191,174	929	1%	
Debt	2,203,974	2,203,414	2,203,414	560	0.03%	
Net Cost	(3,314,427)	(2,864,618)	(3,824,096)	(449,809)	16%	
Net Annual Cost		(39,492,228)	(37,696,301)	(\$1,795,927)		
				Above budget by 4.76%		

# Historical Margins



Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 05/04/2016

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2016 Budget	Percent Used	Comments
VOM	3,176,314	4,311,594	4,043,608	5,613,067	2,164,031	3,506,834	6,838,667	747,598	2,573,532	2,808,454	1,262,412	1,677,361	38,723,472	62,690,607	61.8%	
Capacity Factor	49%	66%	65%	80%	37%	65%	94%	14%	44%	40%	26%	26%	51%	58%	87.4%	Changed market conditions
Fuel Consumed (mmBTU, estimated)	747,890	978,039	935,044	1,181,040	545,582	948,622	1,375,224	196,223	682,831	576,465	390,891	379,046	8,936,897	10,997,634	81.3%	Low loads affects heatrate
Avg Fuel Cost (\$/mmBTU)	3.51	3.47	3.40	3.17	3.02	2.89	3.54	2.66	2.28	0.00	0.00	0.00	2.72	4.53	59.9%	
Power Produced (MWhr, estimated)	103,885	137,264	131,608	165,738	75,231	131,781	196,018	27,161	91,577	81,192	55,055	53,387	1,249,897	1,605,494	77.9%	
Avg Power Price (\$/MWhr)	37.27	34.97	35.72	34.27	32.46	31.99	35.08	29.34	27.11	0.00	0.00	0.00	28.69	40.64	70.6%	
Operations / Variable / LTSA	1,784	195,973	174,895	991,960	106,254	62,344	941,730	76,070	512,901	1,040,898	63,864	477,227	4,645,900	4,844,522	95.9%	
Fuel (estimated)	2,623,866	3,394,919	3,177,971	3,742,910	1,649,422	2,738,963	4,863,110	521,899	1,554,569	1,325,870	899,049	909,710	27,402,259	49,851,535	55.0%	
AB32 GHG Offset (estimated)	505,745	662,253	634,083	807,297	374,366	648,652	950,428	138,113	466,425	405,962	275,275	266,934	6,135,533	7,337,261	83.6%	
CA ISO Charges (estimated)	44,919	58,449	56,660	70,899	33,989	56,875	83,399	11,516	39,636	35,725	24,224	23,490	539,781	657,289	82.1%	
Routine O&M (Fixed)	622,385	812,271	831,659	825,894	669,583	1,421,200	660,648	1,154,529	718,922	773,267	1,243,176	858,267	10,591,801	10,217,618	103.7%	
Maintenance / Fixed	36,849	201,799	232,387	306,008	91,062	272,935	185,786	413,614	179,809	139,091	474,000	139,091	2,672,431	1,780,003	150.1%	
Administration	87,552	101,780	113,365	100,539	94,899	100,791	7,525	184,871	97,360	109,680	109,680	109,680	1,217,722	1,316,163	92.5%	
Mandatory Costs	26,519	69,918	5,785	906	10,272	5,291	5,847	5,532	20,748	13,856	13,856	13,856	192,387	235,000	81.9%	
Inventory Stock	0	0	53,287	10,320	25,021	0	22,859	40,459	0	65,000	90,000	90,000	396,946	400,000	99.2%	
Labor	365,086	316,135	321,097	299,585	330,095	330,095	330,095	330,095	330,095	340,000	450,000	400,000	4,142,378	4,381,034	94.6%	
Insurance	0	0	0	0	13,855	606,709	0	77,579	-11,469	0	0	0	686,674	820,000	83.7%	
Power Management & Settlements	102,379	102,379	102,379	102,379	102,379	102,379	102,379	102,379	102,379	102,378	102,378	102,378	1,228,545	1,228,543	100.0%	
Other Costs	4,000	20,260	3,359	6,157	2,000	3,000	6,157	0	0	3,262	3,262	3,262	54,718	56,875	96.2%	
Projects	150,000	210,039	167,177	220,190	159,020	177,883	150,000	150,417	151,480	245,000	490,470	300,000	2,571,676	2,954,589	87.0%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	51,810	9,402	45,728	1,621	23,728	0	0	1,480	95,000	120,470	0	349,239	371,740	93.9%	
Capital Projects	0	8,229	7,775	24,462	7,399	4,155	0	417	0	0	220,000	150,000	422,437	782,849	54.0%	
A&G	116,700	172,728	126,784	146,530	174,752	138,216	249,493	146,118	148,929	148,000	148,000	575,000	2,291,250	2,294,095	99.9%	
Administrative & General (Allocated)	102,664	156,924	111,298	125,547	153,586	120,305	234,012	127,529	132,867	130,000	130,000	385,000	1,909,732	1,905,505	100.2%	
Generation Services Shared	14,036	15,804	15,486	20,983	21,166	17,911	15,481	18,589	16,062	18,000	18,000	190,000	381,518	388,590	98.2%	
Total O&M Cost	4,065,399	5,506,632	5,169,228	6,805,681	3,167,386	5,244,133	7,898,808	2,198,662	3,592,863	3,974,721	3,144,058	3,410,628	54,178,198	78,156,909	69.3%	
Debt Service	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,414	2,203,414	2,203,414	26,446,008	26,441,024	100.0%	
Revenues	3,887,446	4,833,235	4,700,555	5,680,284	2,441,755	4,215,137	6,876,895	796,888	2,482,410	2,081,133	1,508,894	1,627,346	41,131,978	66,901,632	61.5%	
ISO Energy Sales (estimated)	3,871,286	4,799,627	4,700,385	5,680,284	2,441,755	4,215,137	6,876,895	796,873	2,482,330	1,948,615	1,376,376	1,494,828	40,684,391	65,240,921	62.4%	
Other Income	16,160	33,608	170	0	0	0	0	15	80	132,518	132,518	132,518	447,587	1,660,711		
Net	(\$2,381,927)	(\$2,877,371)	(\$2,672,647)	(\$3,329,371)	(\$2,929,605)	(\$3,232,970)	(\$3,225,887)	(\$3,605,749)	(\$3,314,427)	(\$4,097,002)	(\$3,838,578)	(\$3,986,696)	(\$39,492,228)	(\$37,696,301)	Above budget by 4.76%	



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# LEC Treasurer's Report

AGENDA ITEM NO.: 7

**Date:** May 9, 2016  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended April 30, 2016

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

Cash - At month end cash totaled \$42,127.

Investments - The carrying value of the LEC's investment portfolio totaled \$39,224,105 at month end. The current market value of the portfolio totaled \$39,247,633.

The overall portfolio had a combined weighted average interest rate of 0.872% with a bond equivalent yield (yield to maturity) of 0.837%. Investments with a maturity greater than one year totaled \$17,390,000. During the month \$2 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 remained the same (at 0.23%) and rates on one year T-Bills decreased 4 basis points (from 0.62% to 0.58%).

To the best of my knowledge and belief, all securities held by LEC as of April 30, 2016 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

## Environmental Analysis

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

Respectfully submitted,

DONNA STEVENER  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**APRIL 30, 2016**

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Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
April 30, 2016

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	-	15,894,342	15,894,342	40.48%	15,895,294
Debt Service Reserve	-	11,883,364	11,883,364	30.26%	11,889,473
O & M Reserve	-	11,375,184	11,375,184	28.97%	11,391,651
	-	39,152,890	39,152,890	99.71%	39,176,418
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	71,214	71,214	0.18%	71,214
Transmission Upgrade Escrow <sup>1</sup>	42,127		42,127	0.11%	
Participant Deposit Account	-	1	1	0.00%	1
	<u>\$ 42,127</u>	<u>\$ 39,224,105</u>	<u>\$ 39,266,232</u>	<u>100.00%</u>	<u>\$ 39,247,633</u>

NOTE A -Investment amounts shown at book carrying value.

<sup>1</sup> Amount held in escrow

Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash Activity Summary  
April 30, 2016

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 6	\$ -	\$ -	\$ (2,202,688)	\$ 2,202,682	\$ -
Debt Service Reserve	-	290	-	-	(290)	-	-
O & M Reserve	-	2,664	(2,664)	-	(0)	-	-
	-	2,960	(2,664)	-	(2,202,978)	2,202,682	-
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	82	(82)	-	-	-	-
Transmission Upgrade Escrow <sup>1</sup>	-	110	-	-	-	-	110
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 3,152</b>	<b>\$ (2,746)</b>	<b>\$ -</b>	<b>\$ (2,202,978)</b>	<b>\$ 2,202,682</b>	<b>\$ 110</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

<sup>1</sup> Amount held in escrow

Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
April 30, 2016

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	2,202,689	-	3,968	-	-	2,206,657
Debt Service Reserve	290	-	(50)	-		240
O & M Reserve	0	2,664	(1,562)	-		1,102
	<u>2,202,979</u>	<u>2,664</u>	<u>2,356</u>	<u>-</u>	<u>-</u>	<u>2,207,999</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account		82	-	-		82
Participant Deposit Acct.		-	-	-	-	-
<b>TOTAL</b>	<u>\$ 2,202,979</u>	<u>\$ 2,746</u>	<u>\$ 2,356</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,208,081</u>

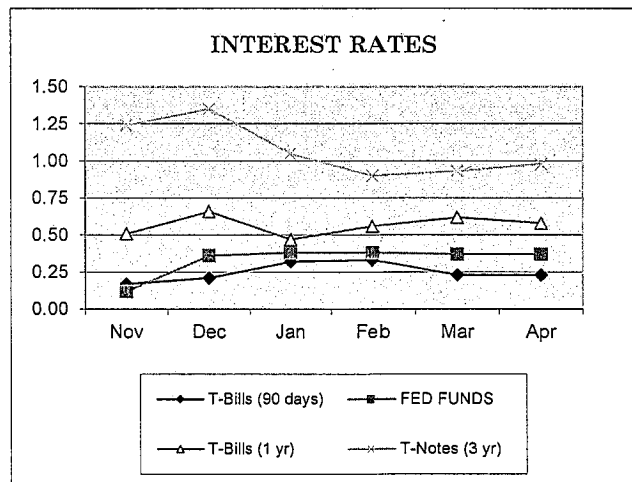
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(2,356)
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,205,725</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
April 30, 2016

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>0.872%</u>	<u>0.837%</u>
Debt Service Account	0.327%	0.332%
Debt Service Reserve	1.003%	1.039%
O & M Reserve	1.504%	1.332%
GHG Cash Account	0.463%	0.463%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	0.37%	0.13%
T-Bills (90da.)	0.23%	0.01%
Agency Disc (90da.)	0.32%	0.06%
T-Bills (1yr.)	0.58%	0.25%
Agency Disc (1yr.)	0.54%	0.27%
T-Notes (3yr.)	0.98%	0.91%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
April 30, 2016**

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	\$0	\$15,896	\$0	\$0	\$0	\$17,390	\$0	\$33,286	84.97%
US Bank Trust Money Market Commercial Paper	3,428							3,428	8.75%
Investment Trusts (LAIF)	2,381							2,381	6.08%
U.S.Treasury Market Acct.	80							80	0.20%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$5,889	\$15,896	\$0	\$0	\$0	\$17,390	\$0	\$39,175	100.00%
Total Percents	15.03%	40.58%	0.00%	0.00%	0.00%	44.39%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

# **NORTHERN CALIFORNIA POWER AGENCY**

## **Detail Report Of Investments**

### **APPENDIX**

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



# Northern California Power Agency

## Treasurer's Report

04/30/2016

### LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	785	0.100	07/01/2013	785		1	0.100	785	SYS79003	79003	785
Federal Home Loan Ba	USBT	695,000	0.520	12/24/2015	693,474	05/24/2016	23	0.528	694,896	313384XF1	26288	694,769
Federal Home Loan Ba	USBT	2,560,000	0.240	12/02/2015	2,556,979	05/27/2016	26	0.243	2,559,565	313384XJ3	26278	2,559,556
Federal Home Loan Ba	USBT	695,000	0.381	02/26/2016	694,331	05/27/2016	26	0.386	694,882	313384XJ3	26310	694,809
Federal Home Loan Ba	USBT	694,000	0.304	03/29/2016	693,653	05/27/2016	26	0.309	693,882	313384XJ3	26318	693,847
Federal Home Loan Ba	USBT	693,000	0.250	04/25/2016	692,827	05/31/2016	30	0.253	692,861	313384XN4	26322	692,856
Federal National Mtg	USBT	694,000	0.360	01/27/2016	693,126	06/01/2016	31	0.365	693,833	313588XP5	26296	693,785
Fund Total and Average		\$ 6,031,785	0.311		\$ 6,025,175		27	0.316	\$ 6,030,704			\$ 6,030,407

### LEC Issue #1 2010B DS Fund

US Bank Trust	USB	826	0.100	07/01/2013	826		1	0.100	826	SYS79004	79004	826
Federal Home Loan Ba	USBT	811,000	0.520	12/24/2015	809,219	05/24/2016	23	0.528	810,878	313384XF1	26289	810,731
Federal Home Loan Ba	USBT	727,000	0.381	02/26/2016	726,300	05/27/2016	26	0.386	726,876	313384XJ3	26311	726,800
Federal Home Loan Ba	USBT	726,000	0.305	03/29/2016	725,637	05/27/2016	26	0.309	725,877	313384XJ3	26319	725,840
Federal Home Loan Ba	USBT	726,000	0.250	04/25/2016	725,819	05/31/2016	30	0.253	725,855	313384XN4	26324	725,849
Federal National Mtg	USBT	727,000	0.360	01/27/2016	726,084	06/01/2016	31	0.365	726,826	313588XP5	26298	726,775
Fund Total and Average		\$ 3,717,826	0.367		\$ 3,713,885		27	0.372	\$ 3,717,138			\$ 3,716,821

### LEC Issue #2 2010A DS Fund

US Bank Trust	USB	96	0.100	07/01/2013	96		1	0.100	96	SYS79011	79011	96
Federal Home Loan Ba	USBT	436,000	0.519	12/24/2015	435,043	05/24/2016	23	0.528	435,935	313384XF1	26290	435,855
Federal Home Loan Ba	USBT	2,188,000	0.240	12/02/2015	2,185,418	05/27/2016	26	0.243	2,187,628	313384XJ3	26279	2,187,621
Federal Home Loan Ba	USBT	435,000	0.381	02/26/2016	434,581	05/27/2016	26	0.386	434,926	313384XJ3	26312	434,880
Federal Home Loan Ba	USBT	434,000	0.305	03/29/2016	433,783	05/27/2016	26	0.309	433,926	313384XJ3	26320	433,904
Federal Home Loan Ba	USBT	435,000	0.250	04/25/2016	434,891	05/31/2016	30	0.253	434,913	313384XN4	26323	434,909
Federal National Mtg	USBT	434,000	0.360	01/27/2016	433,453	06/01/2016	31	0.365	433,896	313588XP5	26297	433,865
Fund Total and Average		\$ 4,362,096	0.301		\$ 4,357,265		27	0.306	\$ 4,361,320			\$ 4,361,130

### LEC Issue #2 2010B DS Fund

US Bank Trust	USB	466	0.100	07/01/2013	466		1	0.100	466	SYS79012	79012	466
Federal Home Loan Ba	USBT	349,000	0.520	12/24/2015	348,234	05/24/2016	23	0.528	348,948	313384XF1	26291	348,884
Federal Home Loan Ba	USBT	349,000	0.381	02/26/2016	348,664	05/27/2016	26	0.386	348,941	313384XJ3	26313	348,904
Federal Home Loan Ba	USBT	349,000	0.304	03/29/2016	348,826	05/27/2016	26	0.309	348,941	313384XJ3	26321	348,923
Federal Home Loan Ba	USBT	349,000	0.250	04/25/2016	348,913	05/31/2016	30	0.253	348,930	313384XN4	26325	348,927



## Northern California Power Agency

## Treasurer's Report

04/30/2016

## LEC Issue #2 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal National Mtg	USBT	390,000	0.360	01/27/2016	389,509	06/01/2016	31	0.365	389,906	313588XP5	26299	389,879
Fund Total and Average		\$ 1,786,466	0.363		\$ 1,784,612		27	0.369	\$ 1,786,132			\$ 1,785,983
GRAND TOTALS:		\$ 15,898,173	0.327		\$ 15,880,937		27	0.332	\$ 15,895,294.			\$ 15,894,341

\*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 04/30/2016



# Northern California Power Agency

## Treasurer's Report

04/30/2016

### LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	76,768	0.100	07/01/2013	76,768		1	0.100	76,768	SYS79005	79005	76,768
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	484	0.977	4,175,838	3135GOMZ3	26136	4,170,800
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,499	1.850	4,288,072	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,533,768	1.358		\$ 8,535,728		990	1.408	\$ 8,540,678			\$ 8,534,568

### LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,899	0.100	07/01/2013	2,261,899		1	0.100	2,261,899	SYS79006	79006	2,261,899
Fund Total and Average		\$ 2,261,899	0.100		\$ 2,261,899		1	0.100	\$ 2,261,899			\$ 2,261,899

### LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,896	0.100	07/01/2013	1,086,896		1	0.100	1,086,896	SYS79013	79013	1,086,896
Fund Total and Average		\$ 1,086,896	0.100		\$ 1,086,896		1	0.100	\$ 1,086,896			\$ 1,086,896
GRAND TOTALS:		\$ 11,882,563	1.003		\$ 11,884,523		711	1.039	\$ 11,889,473.			\$ 11,883,363

\*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 04/30/2016

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



# Northern California Power Agency

## Treasurer's Report

04/30/2016

### LEC O & M 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
Local Agency Investm		2,309,998	0.462	07/01/2013	2,309,998		1	0.462	2,309,998	SYS70047	70047	2,309,998
Union Bank of Califo	UBOC	79,697	0.002	07/18/2013	79,697		1	0.002	79,697	SYS70041	70041	79,697
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	1,024	1.220	3,001,896	3135G0ZA4	26248	2,985,488
Federal Farm Credit	UBOC	6,000,000	1.740	09/30/2015	6,000,000	09/30/2020	1,613	1.740	6,000,060	3133EFFZ5	26260	6,000,000
Fund Total and Average		\$ 11,322,695	1.504		\$ 11,387,837		1120	1.332	\$ 11,391,651			\$ 11,375,183
GRAND TOTALS:		\$ 11,322,695	1.504		\$ 11,387,837		1120	1.332	\$ 11,391,651.			\$ 11,375,183

\*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 04/30/2016

Investment # 26260 -- FFCB - Callable any time.



Northern California Power Agency

Treasurer's Report

04/30/2016

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,214	0.463	07/01/2013	71,214		1	0.463	71,214	SYS70046	70046	71,214
Fund Total and Average		\$ 71,214	0.463		\$ 71,214		1	0.463	\$ 71,214			\$ 71,214
GRAND TOTALS:		\$ 71,214	0.463		\$ 71,214		1	0.463	\$ 71,214.			\$ 71,214

\*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 04/30/2016



Northern California Power Agency

Treasurer's Report

04/30/2016

LEC Construction Revolving

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		1	0.254	07/01/2013	1		1	0.254	1	SYS70040	70040	1
Fund Total and Average		\$ 1	0.254		\$ 1		1	0.254	\$ 1			\$ 1
GRAND TOTALS:		\$ 1	0.254		\$ 1		1	0.254	\$ 1.			\$ 1

\*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 04/30/2016



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# LEC Financial Reports

AGENDA ITEM NO.: 8

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**Date:** May 09, 2016

**Subject:** April 30, 2016 Financial Reports (Unaudited)

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**NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
STATEMENTS OF NET POSITION  
UNAUDITED**

	April	
	2016	2015
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 71,132	\$ 70,959
Accounts receivable		
Others	180	270
Interest receivable	8,234	19,036
Inventory and supplies - at average cost	1,815,670	1,438,468
Prepaid insurance	360,919	-
Due from (to) Agency, net	11,751,853	20,666,811
<b>TOTAL CURRENT ASSETS</b>	<b>14,007,988</b>	<b>22,195,544</b>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	15,007,577	13,877,440
Investments	24,182,123	25,143,292
Interest receivable	30,676	14,617
<b>TOTAL RESTRICTED ASSETS</b>	<b>39,220,376</b>	<b>39,035,349</b>
<b>ELECTRIC PLANT</b>		
Electric plant in service	423,459,198	423,382,147
Less: accumulated depreciation	(49,900,620)	(35,300,293)
	373,558,578	388,081,854
Construction work-in-progress	100,721	34,052
<b>TOTAL ELECTRIC PLANT</b>	<b>373,659,299</b>	<b>388,115,906</b>
<b>OTHER ASSETS</b>		
Regulatory assets	18,466,050	15,889,247
<b>TOTAL OTHER ASSETS</b>	<b>18,466,050</b>	<b>15,889,247</b>
<b>TOTAL ASSETS</b>	<b>\$ 445,353,713</b>	<b>\$ 465,236,046</b>

**NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
STATEMENTS OF NET POSITION  
UNAUDITED**

	April	
	2016	2015
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 769,834	\$ 4,065,832
Operating reserves	10,536,870	12,924,923
Current portion of long-term debt	9,480,000	9,025,000
Accrued interest payable	7,053,819	7,220,566
<b>TOTAL CURRENT LIABILITIES</b>	<b>27,840,523</b>	<b>33,236,321</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	5,491,417	982,041
Long-term debt, net	361,855,567	372,062,901
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>367,346,984</b>	<b>373,044,942</b>
<b>TOTAL LIABILITIES</b>	<b>395,187,507</b>	<b>406,281,263</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	43,372,228	45,524,891
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	(10,699,322)	(10,805,517)
Restricted	14,792,016	19,030,620
Unrestricted	2,701,284	5,204,789
<b>TOTAL NET POSITION</b>	<b>6,793,978</b>	<b>13,429,892</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 445,353,713</b>	<b>\$ 465,236,046</b>

**NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
STATEMENT OF REVENUES, EXPENSES  
& CHANGES IN NET POSITION  
UNAUDITED**

	Ten Months Ended April	
	2016	2015
<b>SALES FOR RESALE</b>		
Participants	\$ 25,946,400	\$ 22,516,358
Other	36,504,596	61,918,394
<b>TOTAL SALES FOR RESALE</b>	<b>62,450,996</b>	<b>84,434,752</b>
<b>OPERATING EXPENSES</b>		
Operations	27,105,513	46,557,073
Depreciation	12,167,007	12,165,938
Purchased power	4,531,553	5,230,677
Maintenance	6,466,457	5,480,383
Administrative and general	3,546,116	3,775,286
Transmission	482,834	901,400
Intercompany (sales) purchases	198,858	383,927
<b>TOTAL OPERATING EXPENSES</b>	<b>54,498,338</b>	<b>74,494,684</b>
<b>NET OPERATING REVENUES</b>	<b>7,952,658</b>	<b>9,940,068</b>
<b>OTHER REVENUES (EXPENSES)</b>		
Interest expense	(13,530,786)	(13,724,041)
Interest income	265,805	157,152
Other	4,084,442	3,646,985
<b>TOTAL OTHER REVENUES (EXPENSES)</b>	<b>(9,180,539)</b>	<b>(9,919,904)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>	<b>2,075,335</b>	<b>3,271,099</b>
<b>REFUNDS TO PARTICIPANTS</b>	<b>1,414,533</b>	<b>530,841</b>
<b>INCREASE IN NET POSITION</b>	<b>2,261,987</b>	<b>3,822,104</b>
<b>NET POSITION</b>		
Beginning of year	4,531,991	9,607,788
End of period	\$ 6,793,978	\$ 13,429,892

**Lodi Energy Center  
FY 2016 Operating Costs  
As of April 30, 2016**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 4,844,523	\$ 3,736,784	\$ 1,107,739	23%	<b>B</b>
Fixed	1,780,003	2,106,424	(326,421)	-18%	
Administration	1,316,163	985,125	331,038	25%	
Mandatory Costs	235,000	176,344	58,656	25%	
Inventory Stock	400,000	341,230	58,770	15%	
<b>Routine O&amp;M Costs without Labor</b>	8,575,689	7,345,907	1,229,782	14%	
<b>Labor</b>	4,381,034	3,519,858	861,176	20%	
<b>Total Routine O&amp;M Cost</b>	12,956,723	10,865,765	2,090,958	16%	
<b>Other Costs</b>					
Fuel	49,851,536	21,711,062	28,140,474	56%	<b>D</b>
CA ISO Charges	657,289	482,834	174,455	27%	
CA ISO Purchased Energy	-	4,531,553	(4,531,553)	N/A	<b>A</b>
Debt Service	26,440,994	22,039,737	4,401,257	17%	
Insurance	820,000	683,333	136,667	17%	<b>C</b>
Other Costs	56,875	53,330	3,545	6%	
Generation Services Shared	388,592	190,424	198,168	51%	
Administrative & General (Allocated)	1,905,508	1,436,334	469,174	25%	
Power Management Allocated Costs	1,228,543	1,023,786	204,757	17%	
<b>Total O&amp;M Cost</b>	94,306,060	63,018,158	31,287,902	33%	
<b>Projects</b>					
Operations & Maintenance	371,740	180,370	191,370	51%	
Capital	782,849	60,156	722,693	92%	
Maintenance Reserve	1,800,000	1,500,000	300,000	17%	
<b>Total Projects</b>	2,954,589	1,740,526	1,214,063	41%	
<b>Annual Cost</b>	97,260,649	64,758,684	32,501,965	33%	
<b>Less: Third Party Revenue</b>					
Interest Income	44,489	163,676	(119,187)	-268%	<b>D</b>
ISO Energy Sales	67,279,734	34,447,051	32,832,683	49%	
Ancillary Services Sales	1,616,222	2,057,545	(441,323)	-27%	
Other Income	-	1,231	(1,231)	N/A	
	68,940,445	36,669,503	32,270,942	47%	
<b>Net Annual Cost to Participants</b>	\$ 28,320,204	\$ 28,089,181	\$ 231,023	1%	
<b>Total Variable Costs</b>	55,353,348	25,930,680	29,422,668		
<b>Total Fixed Costs</b>	41,907,301	38,828,004	3,079,297		
	<u>\$ 97,260,649</u>	<u>\$ 64,758,684</u>	<u>\$ 32,501,965</u>		
<b>Net Cumulative Generation (MWh)</b>	1,605,494	1,006,899			
<b>Total O&amp;M Cost Per MWh</b>	\$ 58.74	\$ 62.59			
<b>Net Annual Cost Per MWh</b>	\$ 17.64	\$ 27.90			

**Footnotes:**

**General** - April payroll is estimated.

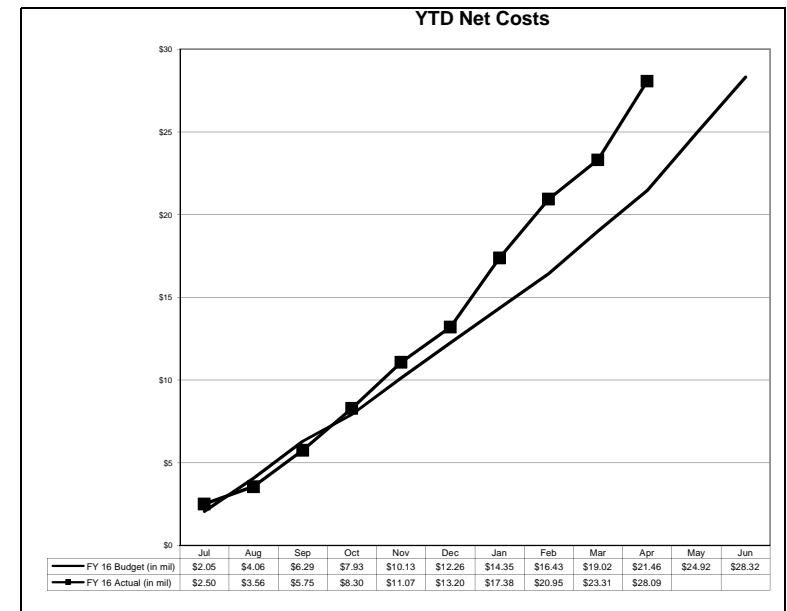
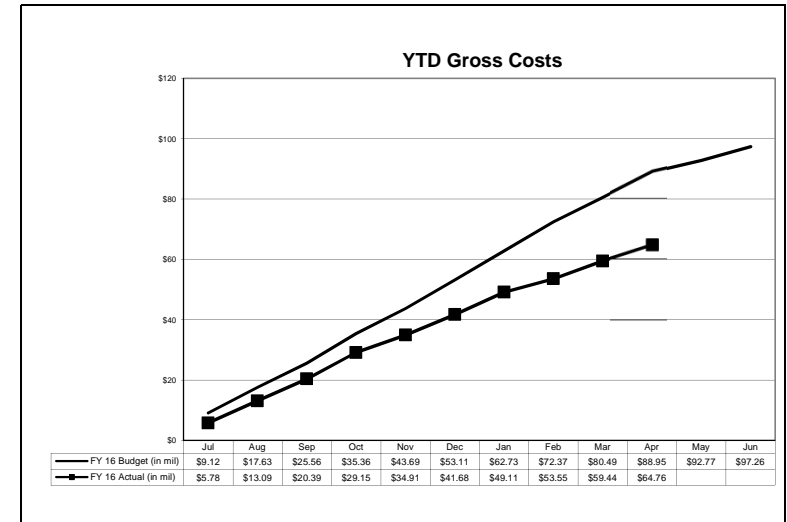
**A** - Non-budgeted costs due to CA ISO calls for regulation down resulting in additional market purchases and

Participants purchasing energy from CA ISO using LEC as the SC.

**B** - Higher costs due to maintenance and clean out of water treatment system and maintenance of HRSG/boilers.

**C** - Higher costs due to annual trustee fee paid during month. Variance expected to level out during the year.

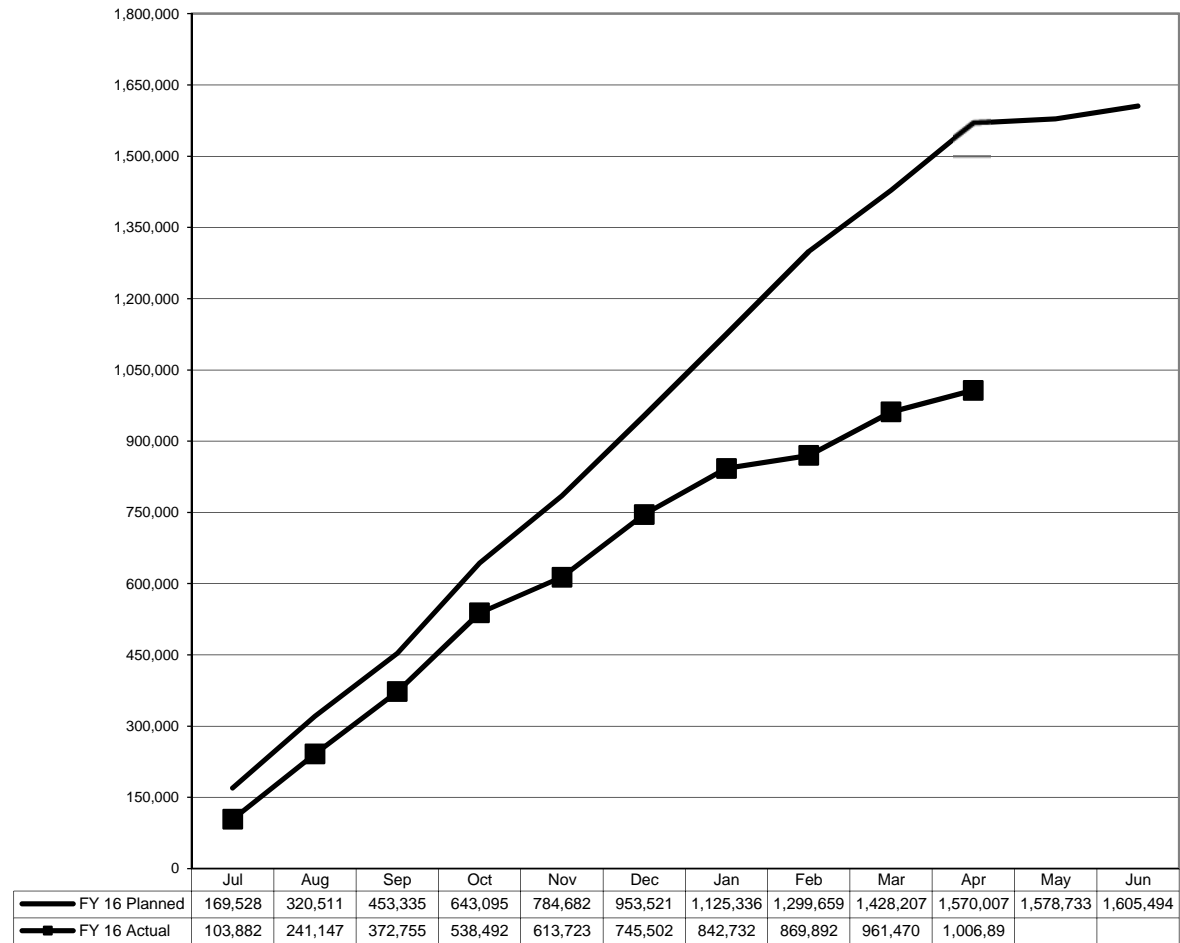
**D** - Lower energy generation, energy sales and fuel purchases primarily due to emergency outage to repair belly band and turbine blades.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2016

In MWh

## Lodi Energy Center





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# LEC GHG Reports

AGENDA ITEM NO.:   9  

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**Date:** May 9, 2016

**Subject:** GHG Reports (excerpted from monthly ARB)

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2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report  
for the Lodi Energy Center

IDENTIFIER	Actual													Compliance Year 2013 Total
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													86,000	
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,427)	(45,427)

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report  
for the Lodi Energy Center

IDENTIFIER	Actual												Compliance Year 2014
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)												173,000	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	41,170	500,265
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,416)	(87,447)	(89,167)	(93,052)	(66,708)	(185,098)	(139,942)	(113,158)	(59,204)	(35,709)	(115,939)	(75,119)	(75,119)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report  
for the Lodi Energy Center

IDENTIFIER	Actual												Compliance Year 2015
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,745	645,326
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	592,071	642,816	642,816
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	826,064	0	826,064
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,398,693	1,502,693	1,502,693	1,502,693	1,560,894	735,205	735,405	735,405
MTA Shortfall (MT)	(42,612)	15,061	(164,923)	(111,415)	(162,552)	(215,405)	(279,441)	(227,025)	(176,960)	(171,961)	(143,134)	(92,589)	(92,589)

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center										
	Actual			Estimated			Compliance Year 2016	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total	Charge Code	Source
Energy (MWh)	97,230	27,160	91,578	81,192	55,055	53,386	405,601	4,621,568		Forecast/Meter
Gas Schedule (MMBtu)	695,120	194,179	678,033	584,581	396,394	384,382	2,932,689	32,721,209		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054				MARS
HVAC/Water Heater (MT)										
Monthly MT Emissions (MT)	37,512	10,479	36,590	31,547	21,391	20,743	158,263	1,607,796		derived
Cumulative MT Obligation (MT)	680,329	690,807	727,398	758,944	780,336	801,079	801,079	801,079		derived
Compliance Instrument Participant Transfers (to LEC)										
Auction Allowances	211,481	0	2,500	31,000	0	0	244,981	1,898,366		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	0	244,981	1,898,366		
NCPA Compliance Instrument Purchases (for LEC)										
Auction Purchases	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	964,980		CITSS
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	0	244,981	1,945,366		derived
Cumulative MT Account Balance [MTA] (MT)	946,886	946,886	944,386	913,386	913,386	913,386	913,386	913,386		derived
MTA Shortfall (MT)	(266,557)	(256,079)	(216,988)	(154,442)	(133,050)	(112,307)	(112,307)	(112,307)	MTA SHORTFALL	derived

Forecast has been updated through June 2016

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) May 2016																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	21,800	51,650	2,097	262,166	15,372	12,857	73,355	15,882	83,849	6,147	20,878	201,516	16,455	784,026		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	17,969	56,754	2,943	333,572	21,394	17,283	98,691	28,408	114,878	6,182	22,609	224,215	19,590	964,488		derived
MTA Shortfall (MT)	3,831	(5,103)	(846)	(71,406)	(6,022)	(4,426)	(25,336)	(12,526)	(31,029)	(34)	(1,731)	(22,699)	(3,135)	(180,462)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	12.24	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	46,892	0	0	0	0	0	0	0	0	0	0	0	0	46,892	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

\* The Current Month CCA Balance (\$) consists of the current cash balance plus any outstanding balance of Net GHG Obligation (\$) billed but not yet received.



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO.: 10

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**Date:** May 5, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Black & Veatch Corporation – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

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#### Recommendation

Approve the Multi-Task Professional Services Agreement with Black & Veatch Corporation for professional services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 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

Various professional services are required from time to time related to project support and plant operations at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members. Black & Veatch Corporation is a provider of these services.

On November 9, 2015 the PPC approved a five enabling agreement between NCPA and Black & Veatch Corporation for not to exceed \$500,000 for services to be provided at the NCPA Lodi Energy Center facility only. The agreement was subsequently approved by the NCPA Commission on December 3, 2015 and executed as of December 11, 2015. If this proposed agreement with Black & Veatch Corporation for use at all facilities is approved and executed, the existing agreement dated December 11, 2015 for use at LEC only will be cancelled.

#### Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place an enabling agreement with WorleyParsons Group for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

#### Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$1,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing

the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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.

Submitted by:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Black & Veatch Corporation



**MULTI-TASK  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
BLACK & VEATCH CORPORATION**

This agreement for professional services (this "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 Black & Veatch Corporation, a corporation with its office located at 11401 Lamar, Overland Park, KS 66211 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2015 ("Effective Date") in Roseville, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the range of services described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified in a Purchase Order or other written authorization.

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

As used in this Section 1.2, "Warranty Period" means one (1) calendar year following completion of the Services, except that with regard to design, "Warranty Period" means one (1) calendar year following Substantial Completion of the related project; provided, however, that in no event will the Warranty Period extend beyond four years from Consultant's completion of the Services. "Substantial Completion" means the stage in which the progress of a project, or applicable portion thereof, is sufficiently complete such that the Agency can occupy or utilize the project or portion thereof for its intended purpose.

If, during the Warranty Period, it is shown there is an error in the Services caused solely by Consultant's failure to meet the standard of performance in this Section 1.2, and Agency has notified Consultant in writing of any such error within that period, Consultant shall re-perform, at no additional cost to Agency, such Services within the original scope of Services as may be necessary to remedy such error. Re-performed Services shall be warranted for an additional year, not to exceed four years from the completion of the original Services.

If the Services include a technical review of work performed by Agency's contractors or consultants, Consultant shall provide such technical review in order for Agency to have a

greater degree of confidence that such work will conform generally to the contract documents between Agency and Agency's contractors or consultants. Agency's contractors and consultants shall remain solely responsible for the quality of the work that Consultant reviews, and Consultant's review shall not be deemed to be a warranty or guarantee from Consultant regarding the quality of the work reviewed. Agency agrees that its exclusive remedy for defective work by others that is reviewed by Consultant shall be from Agency's contractors and consultants who performed the work.

Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Agency or third parties not under contract to Consultant (collectively, "Third Party Information"); provided, however, that (1) this provision shall not excuse Consultant's failure to perform the Services to the standard of care in this Section 1.2, and (2) where the scope of services includes checking or verifying the accuracy of Third Party Information, this provision shall not excuse Consultant from performing such checking or verifying to the standard of care in this Section 1.2.

The obligations and representations contained in this Section 1.2 are Consultant's sole warranty and guarantee obligations and Agency's exclusive remedy in respect of quality of the Services. EXCEPT AS PROVIDED IN THIS ARTICLE, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Section 1.2 governs, modifies, and supersedes any other terms in this Agreement which may be construed to address warranties or guarantees or the quality of the Services.

- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members ("Members").
- 1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have fourteen (14) days from the date of the Agency's issuance of the

Purchase Order in which to respond in writing whether Consultant chooses to perform the Requested Services. If Consultant fails to respond within such time and agree to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement, and its Exhibits, the Purchase Order is deemed rejected and Agency shall not be bound by the Purchase Order issued to Consultant.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

- 4.1 **Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of one million dollars (\$1,000,000.00) per accident.
- 4.2 **Commercial General and Automobile Liability Insurance.**
- 4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 **Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 All Policies Requirements.**

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

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

**4.4.3** [Intentionally left blank.]

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

**4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all third party claims for bodily injury (including death) or property damage to the extent arising out of the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. For the avoidance of doubt, claims of an employee of Agency or Consultant are deemed third party claims. Consultant shall bear all 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 ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of the Agency.

For the avoidance of doubt, this Section 5.2 shall not affect direct claims or actions (including, but not limited to, claims for property damage) by Agency against Consultant.

- 5.3 **Limitation of Liability.** Having considered the risks and potential liabilities that may arise out of the Services, the benefits of the Services, and in specific consideration of the promises contained in this Agreement and other valuable consideration, receipt of which is acknowledged, Agency and Consultant allocate and limit such liabilities in accordance with

this Section 5.3. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law:

In no event shall Consultant be liable to Agency for any loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions (other than sanctions imposed on Consultant by governmental and regulatory agencies); and claims of customers for such damages; or for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to the performance of this Agreement;

The total cumulative liability of Consultant and any entity owned by, owning, controlled by, controlling or under common control of Consultant to Agency for all claims, losses, damages, and expenses in any way arising from or related to the performance of this Agreement shall not be greater than Two Million Dollars (\$2,000,000).

Releases, waivers and limitations expressed in this Agreement concerning liability and remedies shall apply even in the event of the fault, tort (including negligence), strict liability, breach of contractor warranty, or other basis of liability of the Party released or whose liability is limited or against whom remedies have been limited and shall extend to the officers, directors, partners, employees, licensors, agents, subcontractors, vendors and related entities of such Party.

## **Section 6. STATUS OF CONSULTANT.**

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

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

the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

**6.4 Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

## **Section 7. LEGAL REQUIREMENTS.**

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

**7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement that Agency has paid for, or for which Agency pays pursuant to a final invoice;
- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

records, files, or any other documents or materials, in electronic or any other form, that Consultant is required to deliver to Agency as a deliverable under this Agreement shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

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

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

**9.4 Confidential Information and Disclosure.**

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

**9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all

reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

## **Section 10 MISCELLANEOUS PROVISIONS.**

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

**10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the

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

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Black & Veatch Corporation  
Attention: Sean Kilgrow  
10995 Gold Center Dr. Suite 100  
Rancho Cordova, CA 95670

With copy to:

Black & Veatch Corporation  
Attention: Carlos Araoz  
10995 Gold Center Dr. Suite 100  
Rancho Cordova, CA 95670

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 10.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto, a Purchase Order, or the Consultant's Proposal, the Exhibits shall control.
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

## **Section 11. SAFETY AND HAZARDOUS MATERIALS.**

- 11.1 **Safety and Environmental Regulations.** Consultant shall be responsible for the safety of its own employees at all times during the performance of any Services. Consultant's safety program shall include all requisite components required under Federal, state and local regulations, and shall comply with all Agency or project site programs, if applicable.
- 11.1.1 Consultant shall not have control or charge of and shall not be responsible for: construction means, methods, techniques, sequences, or procedures of construction; the acts or omissions of Agency's contractors, vendors or suppliers; or the safety or environmental precautions and programs in connection with the work performed by Agency's contractors, vendors or

suppliers; provided, however, that this Section 11.1.1 shall not apply where the Services specified in a Purchase Order specifically include these responsibilities.

11.1.2 Consultant shall not be responsible for the adequacy or completeness of any other entity's safety or environmental programs, procedures, or precautions at the job site, and Consultant shall not have the authority to stop such other entity's work; provided, however, that this Section 11.1.2 shall not apply where the Services specified in a Purchase Order specifically include such responsibilities.

11.2 **Pre-Existing Contamination.** "Hazardous Waste" means any toxic or radioactive substance so defined under applicable federal, state or local laws or regulations. "Pre-Existing Contamination" is any Hazardous Waste present at the job site that was not brought onto such site by Consultant or at the direction of Consultant. Notwithstanding anything in this Agreement to the contrary, title to, ownership of, and legal responsibility and liability for Pre-Existing Contamination shall at all times remain with Agency. Agency agrees to release, defend, indemnify, and hold Consultant harmless from and against any and all liability and claims, including attorneys' fees, that may in any manner arise in any way directly or indirectly from such Pre-Existing Contamination.

Agency shall, at Agency's sole expense and risk, arrange for handling, storage, transportation, treatment, and delivery for disposal of Pre-Existing Contamination. Agency shall be solely responsible for obtaining a disposal site for Pre-Existing Contamination. Agency shall look to the disposal facility and transporter for any responsibility or liability arising from improper disposal or transportation of Pre-Existing Contamination. Consultant shall not have or exert any control over Agency in Agency's obligations or responsibilities as a generator in the storage, transportation, treatment, or disposal of any Pre-Existing Contamination. Agency shall complete and execute any forms or certificates relating to regulated activities, including generation, storage, handling, treatment, transportation, or disposal of Pre-Existing Contamination. In the event that Consultant executes or completes any such forms or certificates, Consultant shall be, and be deemed to have acted as, Agency's agent.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

BLACK & VEATCH CORPORATION

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
RANDY S. HOWARD, General Manager

\_\_\_\_\_  
JON R. FEICKERT,  
Power Generation Services Director

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

Black & Veatch Corporation ("Consultant") shall provide the Northern California Power Agency ("Agency") and, pursuant to Section 1.4 of the Agreement, Agency members, the Southern California Public Power Authority ("SCPPA"), and SCPPA members, with consulting services related to project support and plant operations as needed.

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

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning Service
- Customer Information System Services
- Meter Data Management System Services
- Advanced Metering Infrastructure Services
- Smart Grid Solutions
- Technology Advisory Services
- Project Management Services
- Smart Grid Consulting Services

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

<b>HOURLY BILLING RATES (see Client Billings and Notes)</b>	
<b>Title/Description/Hourly Billing Rate (\$USD)</b>	
<b>Project Administration</b>	
Project accounting and office support including clerical, secretarial and billing.	
Project Administration	\$77.00
<b>Technicians and Technical Support</b>	
Technical designers, drafters, and other technical support functions.	
Associate Technician / Designer	\$89.00
Staff Technician / Designer	\$111.00
Lead Technician/Designer	\$140.00
Senior Technician/Designer	\$182.00
<b>Engineering and Management</b>	
Engineering design, analysis, and management. Includes departmental and project assignments including project management, executives and engineering department management.	
Associate Engineers	\$99.00
Staff Engineers	\$120.00
Design Engineers	\$141.00
Project Engineers	\$168.00
Senior Engineers	\$199.00
Engineering Managers	\$215.00
Project Managers	\$225.00
Senior Project Managers	\$253.00
Executives	\$276.00
<b>Estimating, Project Controls and Procurement</b>	
Professionals who assess the cost related to projects, track the cost associated with a project, and perform planning and scheduling functions related to projects. These professionals also provide procurement support activities.	
Staff Professional	\$118.00
Lead Professional	\$148.00
Senior Professional	\$230.00
<b>Specialized Staff</b>	
Specialist staff such as scientists, geologists, environmental consultants, lawyers, equipment or technology experts, and construction specialists.	
Associate Specialist	\$92.00
Specialist	\$118.00
Lead Specialist	\$164.00
Senior Specialist	\$220.00

<b>Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.</b>	
1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.	
2. Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. will be billed at a rate of \$8.00 per hour of direct billed labor.	
3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.	
4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 10%.	
5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.	
6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.	
7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.	

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

The rates above are subject to one (1) annual adjustment upon thirty (30) days' prior written notice to Agency.

EXHIBIT C

CERTIFICATION

**Affidavit of Compliance for Consultants**

I, \_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

BLACK & VEATCH CORPORATION

for contract work at LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI CA 95242

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.

2645540.1



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO.: 11

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**Date:** May 5, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** WEST Consultants, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations and Member facilities

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#### Recommendation

Approve the Multi-Task Professional Services Agreement with WEST Consultants, Inc. for various professional and engineering services, such as hydrological flow modeling, which are required from time to time related to project support and plant operations, 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 professional and engineering services, such as hydrological flow modeling, are required from time to time related to project support and plant operations at facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members. WEST Consultants, Inc. is a provider of these services, and has previously provided these services to NCPA facilities.

#### Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (other enabling agreements) 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.

#### 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.

#### 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.

Submitted by:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Black & Veatch Corporation



## MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WEST CONSULTANTS, INC.

This agreement for professional services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and WEST Consultants, Inc., a California corporation with its office located at 101 Parkshore Drive, Folsom, CA ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2016 ("Effective Date") in Roseville, California.

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

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

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

## **Section 2.**

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

- 4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a 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.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 All Policies Requirements.**

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

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

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

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

- 4.5 **Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.
- 4.6 **Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensues they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state,

or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

- 6.2 **Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all

work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

## **Section 7. LEGAL REQUIREMENTS.**

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

## **Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such

copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 **Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

David C. Curtis, Ph.D.  
Senior Vice President  
WEST Consultants, Inc.  
101 Parkshore Drive  
Folsom, CA 95630-4726

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

- 10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits shall control.
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member. If requested by Agency, Member will sign the "Acknowledgement of Agreement", attached hereto as Exhibit D and incorporated herein, prior to receiving Services under the Purchase Order.

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

NORTHERN CALIFORNIA POWER AGENCY

WEST CONSULTANTS, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
Randy Howard, General Manager

\_\_\_\_\_  
David Curtis, Senior Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

As requested by NCPA, WEST Consultants, Inc., ("Consultant") may perform consulting services for the Northern California Power Agency ("Agency"), Agency members, SCPPA or SCPPA members, as follows:

- Hydrological Modeling;
- Runoff flow forecasting;
- Development of water and/or power scheduling decision support tools;
- Regulatory Agency Interface; and
- Other Miscellaneous Engineering Consulting Tasks.

In accordance with Section 1.5 hereof, the specific scope of Work and associated fee will be defined by individual Purchase Orders.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

<b>Position</b>	<b>2016 Rates</b>
Principal	263
Associate	259
Sr. Vice Presidents	257
Vice Presidents	233
Project Manager 3	213
Project Manager 2	194
Project Manager 1	172
Senior Engineer 2	152
Senior Engineer 1	134
Staff Engineer 2	120
Staff Engineer 1	106
Hydrologist/Scientist 5	162
Hydrologist/Scientist 4	135
Hydrologist/Scientist 3	109
Hydrologist/Scientist 2	87
Hydrologist/Scientist 1	69
Engineering Technician 3	118
Engineering Technician 2	95
Engineering Technician 1	72
Office/Field Assistant	71
Administrative Assistant 3	85
Administrative Assistant 2	74
Administrative Assistant 1	66

#### Actual Cost

#### Travel and Per Diem

\*Airline

\*Automobile Mileage .54/mile or current IRS rate

\*Per Diem as per FARS Regulations or Contract

\*Incidentals-receipts provided for expenses over \$25.00

All labor rates are doubled for time spent in deposition or trial for expert witness services

The hourly rates set forth above are valid from January 1, 2016 and may be subject to an annual escalation of up to 5% per year. Written notice of rate changes will be given to Agency in writing thirty days in advance.

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

## EXHIBIT C

### CERTIFICATION

#### Affidavit of Compliance for Contractors

I,

\_\_\_\_\_  
(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

### Acknowledgement of Agreement

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

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

#### MEMBER

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### CONSULTANT

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_