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## LEC PPC Agenda

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**Date:** February 3, 2021

**Subject:** February 8, 2021 Lodi Energy Center Project Participant Committee Meeting

**Location:** 651 Commerce Drive, Roseville, CA 95678 and/or via Teleconference

**Time:** 10:00 AM

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\*\*\*This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, Governor Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by LEC PPC Members, staff, and the public to participate and conduct the meeting by teleconference.

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In compliance with the Executive Department, State of California, Executive Order N-29-20, and the Brown Act, you may participate in the meeting via teleconference by:

<https://www.gotomeet.me/NCPALodi>

Dial: 1-872-240-3212

Access Code: 327-912-613

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

*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 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)*

**1. Review Safety Procedures**

**2. 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.

**3. Meeting Minutes – Approval of {Meeting Date} Regular Meeting Minutes**

**MONTHLY REPORTS**

**4. Operational Report for January 2021 – (Rafael Santana)**

**5. Market Data Report for January 2021 – Verbal Report (Zakary Liske)**

**6. Monthly Asset Report for December 2020 – (Michael DeBortoli)**

**7. Bidding Strategies Report – Verbal Report and update regarding bidding strategies and regulation down revenues (Jesse Shields/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.

**8. Treasurer's Report for December 2020 – Accept by all Participants**

**9. Financial Report for December 2020 – Approve by all Participants**

**10. GHG Reports (excerpted from Monthly ARB) – Accept by all Participants**

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

- 11. SEL Engineering Services, Inc. MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with SEL Engineering Services, Inc. for protective relay and automation design, installation, testing, and commission services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members
- 12. GEI Consultants, Inc. First Amendment to MTPSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task Professional Services Agreement with GEI Consultants, Inc. for dam safety engineering services to increase the not to exceed amount from \$1,000,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 13. PMOA Schedule 6.00** – Staff is seeking approval for revisions to Schedule 6.00 of the Project Management and Operations Agreement to update the contact information for the City of Lompoc.
- 14. PMOA Schedule 1.00, Exhibit 5** – Staff is seeking approval to update PMOA Schedule 1.00, Exhibit 5 to reflect the current CAISO GMC rates.

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

#### **BUSINESS ACTION ITEMS**

**None.**

#### **INFORMATIONAL/ DISCUSSION ITEMS**

- 15. FY2022 Budget Presentation** – Staff will present a draft of the FY2022 budget for Committee review.
- 16. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

#### **ADJOURNMENT**

Next Regular Meeting: March 8, 2021 at 10:00 AM

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



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# LEC PPC Meeting Minutes

**Date:** January 11, 2020

**Time:** 10:00am

**Location:** Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

**Subject:** Lodi Energy Center Project Participant Committee Meeting

## 1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

## 2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:01 am by Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Absent	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Eckert	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	6	82.4001%
Absent	7	17.5999%
Quorum by #:	No	
Quorum by GES:	Yes	

Meeting Date:

January 11, 2021

**Public Forum**

Chairman Wong asked if any members of the public were on the phone 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.

**3. Meeting Minutes**

The draft minutes from the December 1, 2020, December 7, 2020 and December 14, 2020 meetings were considered. The LEC PPC considered the following motion:

**Date:** 1/11/2021

**Motion:** The PPC approves the minutes from the December 1, 2020 Special LEC PPC meeting, the December 7, 2020 regular LEC PPC meeting, and the December 14, 2020 Special LEC PPC meeting.

**Moved by:**

**Lodi**

**Seconded by:**

**MID**

**Discussion:** There was no further discussion

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Absent	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	6	82.4001%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	17.5999%
<b>Result:</b>		<b>Motion Passes</b>

**MONTHLY REPORTS**

#### **4. Operational Reports for December 2020**

Rafael Santana presented the Operational Report for December 2020. There were no OSHA recordable accidents and no NERC/WECC violations. The San Joaquin Valley Air Pollution Control District sent the settlement offer for the NOV permit violation on October 7, 2020. There were no forced outages in December. The next planned outage is April 2021. Planning continues for the steam turbine and generator six-week major outage in 2022/2023.

The operational report reflected monthly production of 159,971 MWH, 597 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 71.2%. There were 13 hot starts, 8 warm starts, and 0 cold starts during the month.

#### **5. Market Data Report for December 2020**

Zackary Liske mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 31 out of 31 available days. Most runs were between 6-11 hours, 18-23 hours or 24 hours, in the mornings and evenings, and (3) two starts in a day, in the month of December. There were 0 days not committed.

#### **6. Monthly Asset Report**

Rafael Santana presented the monthly asset report for November 2020. Rafael mentioned the market drove November down with less MWH and higher gas prices. Last year's LEC November margin was higher than 2020.

#### **7. Bidding Strategies Report**

Jesse Shields presented the Bidding Strategies Report for December 2020. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

#### **Consent Calendar (Items 8-16)**

The consent calendar was considered. Chairman Wong 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:** 1/11/2021

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no.:  
**8.** Treasurer's Report for November 2020; **9.** Financial Report for November

2020; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Pacific Star Chemical, LLC dba Northstar Chemical, Inc. MTEMS for miscellaneous chemical purchases, not to exceed \$2,500,000 over five years, for use at all NCPA facilities; **12.** Basic Energy Services, LP MTGSA for well maintenance services, not to exceed \$1,000,000 over five years, for use at all NCPA facilities; **13.** C&J Well Services, Inc. MTGSA for well maintenance services, not to exceed \$1,000,000 over five years, for use at all NCPA facilities; **14.** Petro-Analytical, Inc. MTGSA for routine, recurring, and miscellaneous fuel tank storage maintenance services, not to exceed \$1,000,000 over five years, for use at all NCPA facilities; **15.** GreatBlue Research MTCSA for market research survey services, not to exceed \$250,000, for use at all NCPA facilities; **16.** RFI Enterprises, Inc. dba RFI Communications & Security Systems MTGSA for integrated security services, not to exceed \$500,000 over five years, for use at all NCPA facilities.

**Moved by:**  
**Seconded by:**

**CDWR**  
**Lodi**

**Discussion:** There was no further discussion.

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
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Lodi	Yes	9.5000%
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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	6	82.4001%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	17.5999%
Result:	Motion Passes	

## **BUSINESS ACTION ITEMS**

None.

## **INFORMATIONAL ITEMS**

### **17. NCPA Insurance Renewal Update**

Monty Hanks presented the final insurance costs for the property and casualty liability for 2021. The final costs did not exceed final estimates. Due to market pressures, the deductibles changed for property damage, wildfires and turbines. Brock Costalupes requested a breakdown with historical information to analyze the insurance pricing and coverage.

### **18. Additional Operational Updates**

None.

### **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, February 8, 2021 at 10:00am.

The meeting was adjourned at 10:30 am.

Submitted by: Melissa Conrad

# **Lodi Energy Center Project Participant Committee**

## **Operational Report**

**Agenda Item No.: 4**

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**Date:** 2/08/2021

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

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### **Safety**

- OSHA Recordable: 0 Accidents.

### **Notice of Violations**

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

### **Outage Summaries:**

- 1/15 @ 13:06 - 17:06: Cooling tower trouble, OMS 9667117

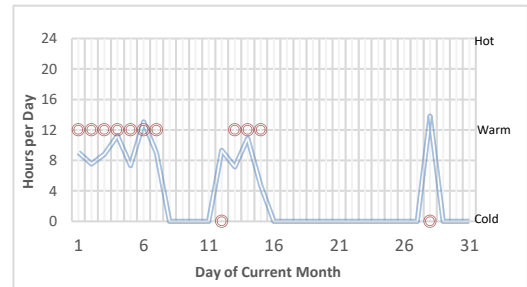
### **Planned Outage Summaries:**

- April 1-30, 2021 Planned Outage
- 2022/2023 ST and Gen – Generator Major Inspection, Turbine ULN installation; currently scheduled March 1 – May 31, 2022.

**Generating Unit Statistics:****Date:**

1/1/2021

1. Monthly Production	27,121	MWh
2. Productivity Factor		
a. Service Hours	112	Hours
b. Service Factor	15.0%	%
c. Capacity Factor @ 302MW Pmax	12.1	%
3. Equivalent Operating Availability (EOA)	99.5	%
4. Forced Outage Rate (FOR)	3.5	%



5. Heat Rate Deviation		
a. Fuel Cost (Not Current Market Price)	4.00	\$/mmBTU

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1      296 +	6850	6,930	1.16%	9,724	\$3,093
Seg. 2      284 - 296	6870	6,954	1.23%	7,429	\$2,504
Seg. 3      275 - 284	6971	6,983	0.18%	1,584	\$79
Seg. 4      250 - 275	7081	7,013	-0.96%	2,862	-\$781
Seg. 5      225 - 250	7130	7,144	0.20%	1,401	\$81
Seg. 6      200 - 225	7200	7,342	1.97%	399	\$226
Seg. 7      175 - 225	7450	7,753	4.07%	1,103	\$1,336
Seg. 8      165 - 175	7760	8,053	3.78%	197	\$231
	7,164	7,272	1.54%	24,698	\$6,769

## 6. AGC Control Deviation

MW Range	High Dev MWh	Low Dev MWh	Total Dev MWh	Cost \$
Seg. 1      296 +	0	0	0	\$2
Seg. 2      284 - 296	0	0	0	\$8
Seg. 3      275 - 284	0	0	0	\$0
Seg. 4      250 - 275	1	0	1	\$24
Seg. 5      225 - 250	1	-1	1	\$38
Seg. 6      200 - 225	0	0	1	\$22
Seg. 7      175 - 225	0	0	0	\$9
Seg. 8      165 - 175	0	0	0	\$0
	2	-1	4	\$104

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	10	2
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0	87	199
Start Time Deviation (%)	0%	-21%	-1%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,300	1,685	4,192
Fuel Deviation (%)	0%	-6%	20%
Costs of Fuel Deviations (\$)	\$0	-\$4,588	\$5,539



# **LEC PPC Meeting**

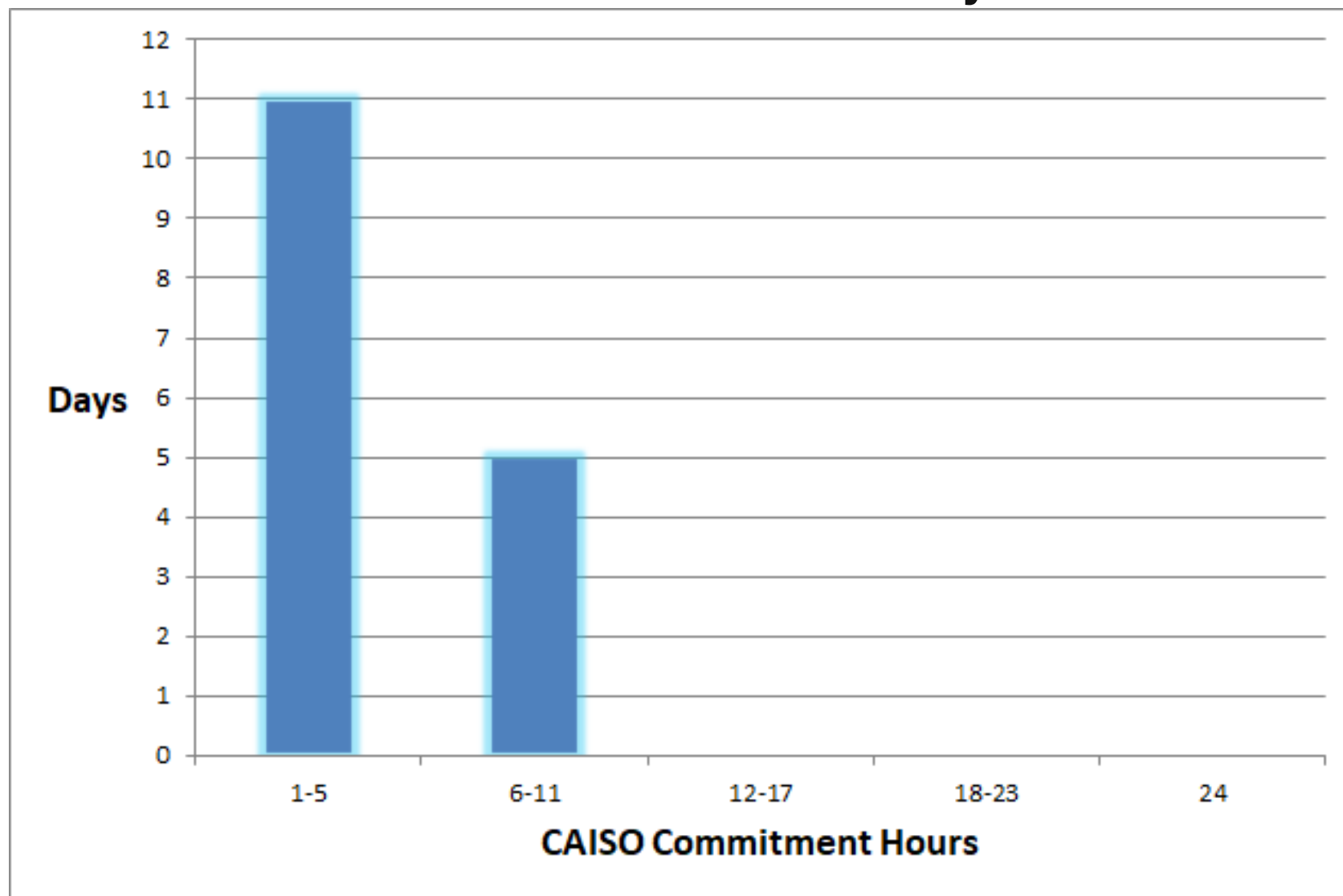
## **February 8, 2021**

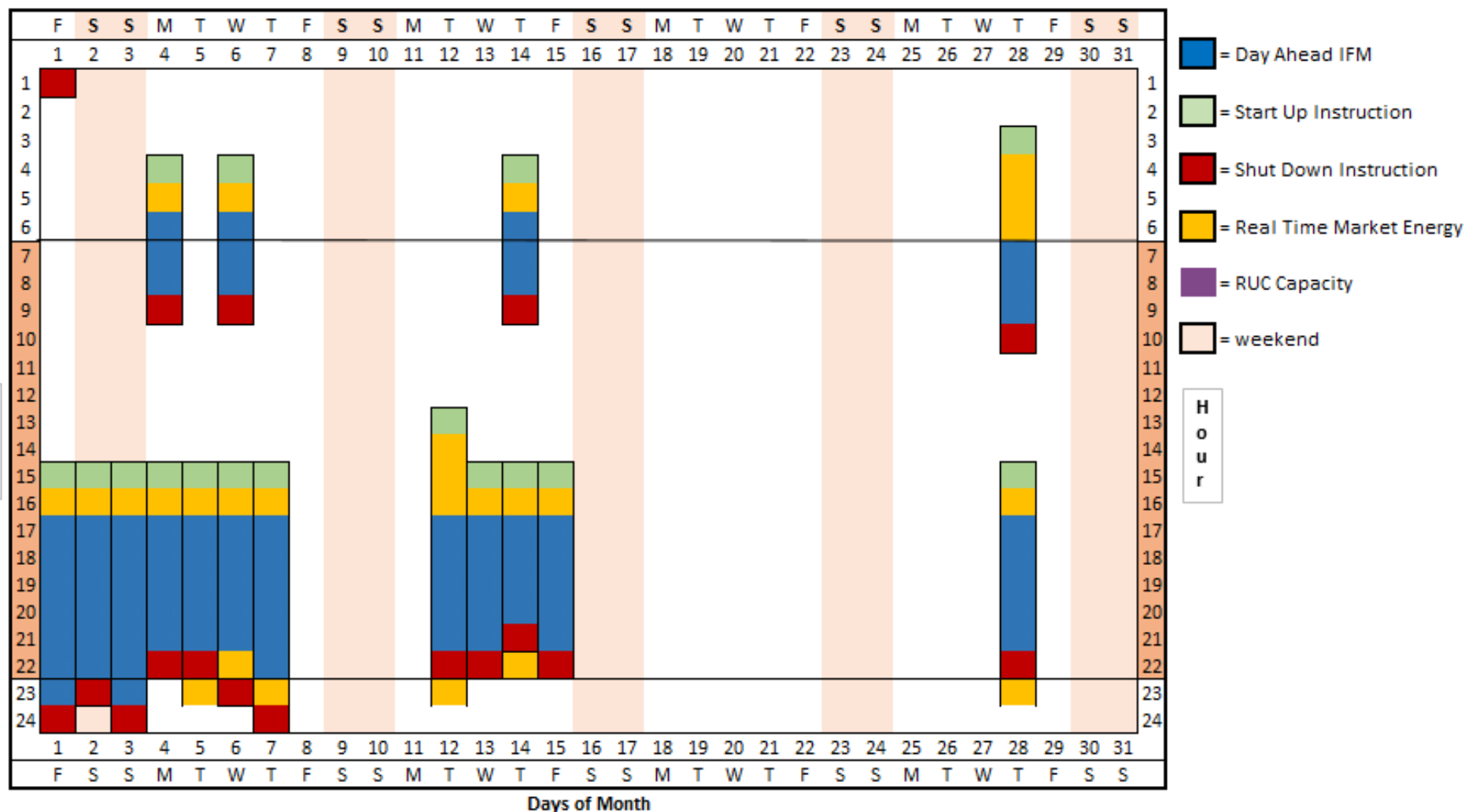
### **January 2021 Market Financial Results**

## LEC Operational Results for January 2021

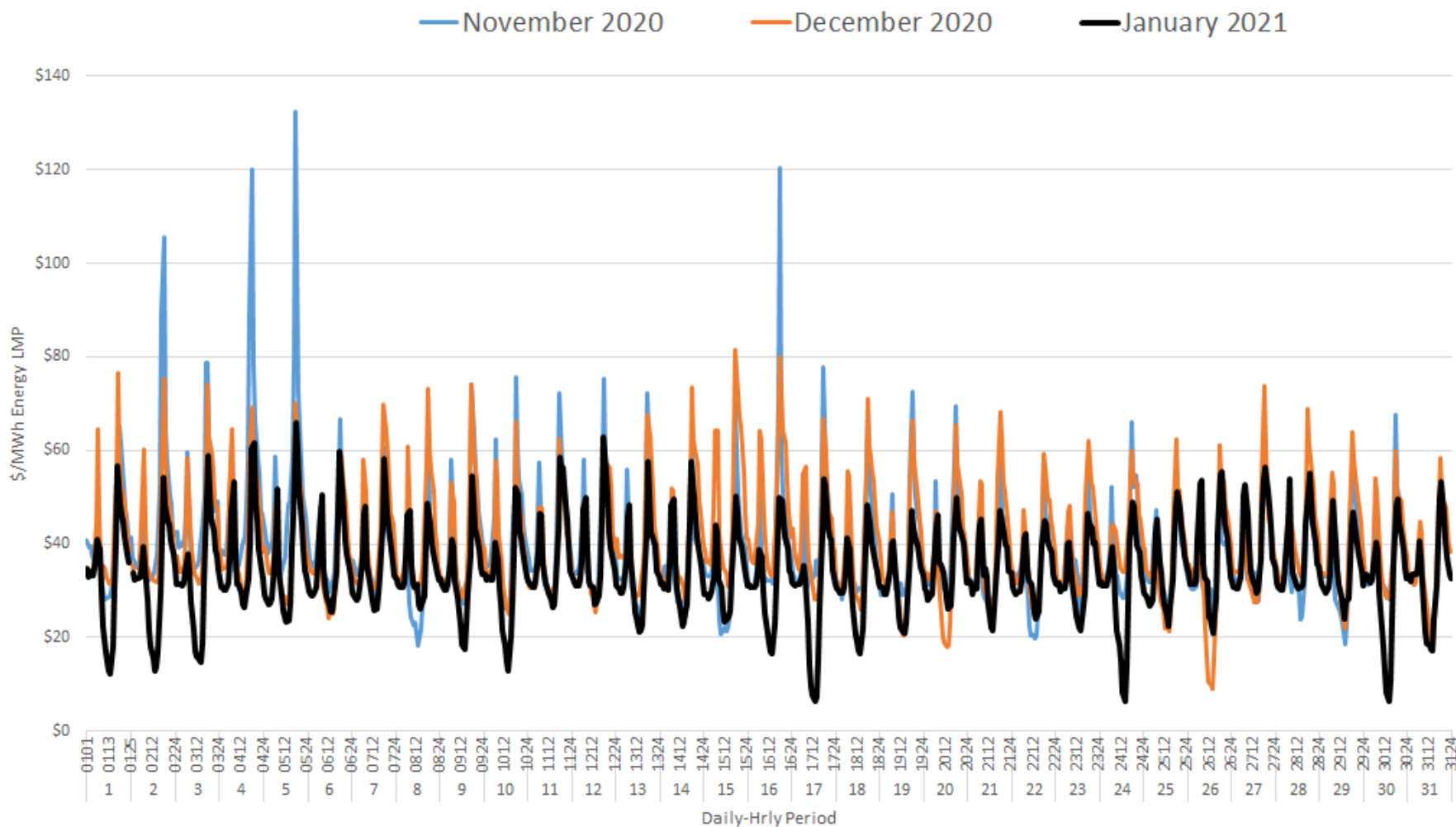
- Resource Adequacy Availability Metrics:
  - 97.9% - Monthly Assessment Generic Performance
  - 99.2% - Monthly Assessment Flexible Performance   Vs
  - 96.5% Availability Standard
- Estimated RAAIM Incentive Payment Amount:
  - \$0 for Generic RA based on claimed 142.91 mw
  - \$872 for Flexible RA based on claimed 31.08 mw
- LEC was committed by CAISO for Market energy 12 days of 31 available days
  - LEC Plant cycled 16 times during the month
    - 4 days involved two start-ups and shut-downs per day
  - 0 days unavailable due to forced outage from turbine steam leaks
  - 19 days not committed due to economics

## Frequency Tabulation of Daily CAISO commitment hours for January 2021

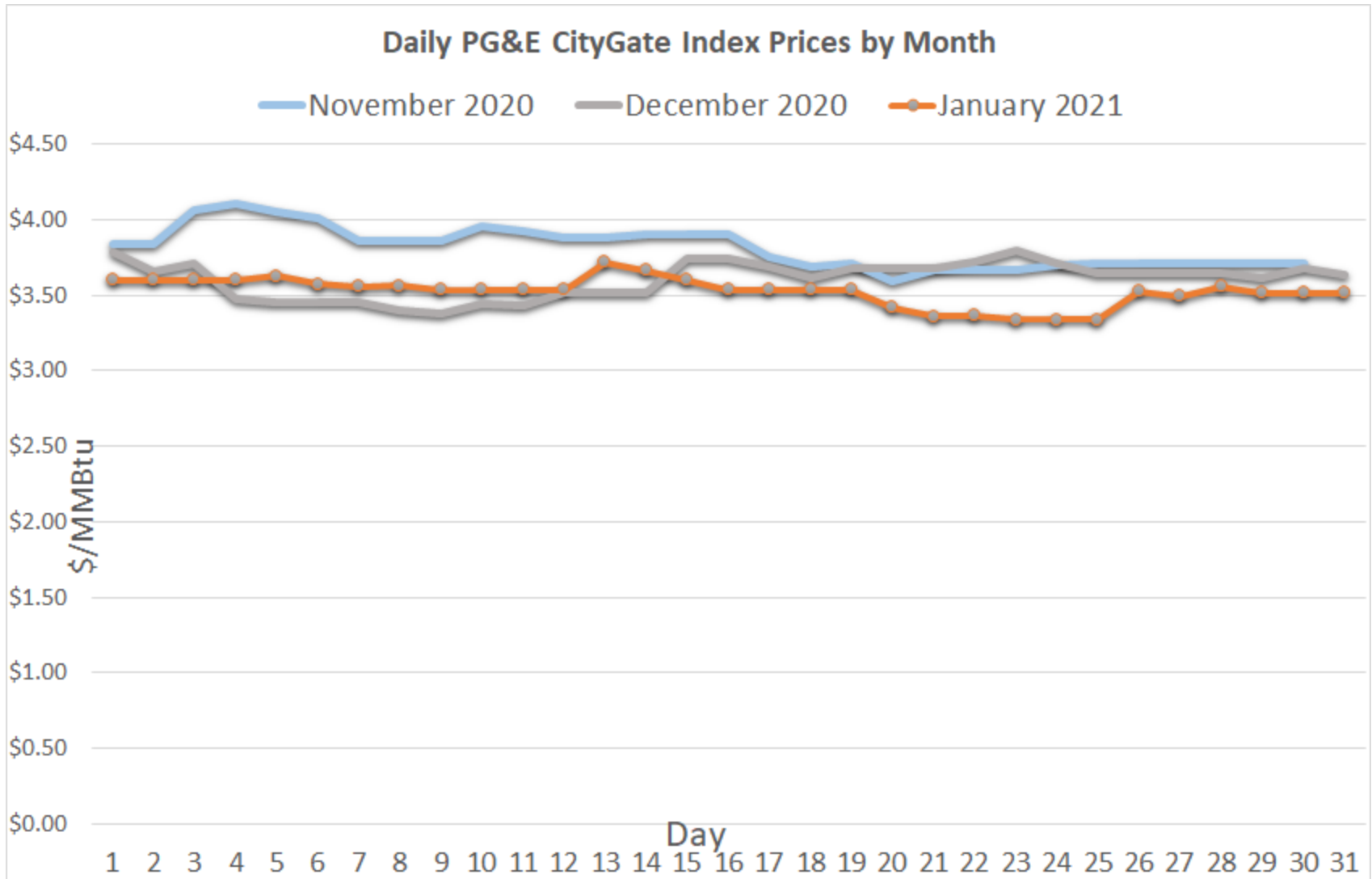




# DA Energy LMP values by Month



# January 2021 Daily PG&E City Gate Gas Index





## January 2021 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$ 1,295,500	
Regulation Up Capacity	\$ 4,100	
Regulation Down Capacity	\$ 52,100	
Spinning Reserve	\$ -	
Total Gross LEC Revenue		\$ 1,351,700
LEC CAISO GMC Costs	\$ (10,400)	
CAISO Energy & Capacity Buyback Costs	\$ (62,900)	
Total Monthly LEC Fuel Cost	\$ (750,500)	
Total Monthly GHG Obligation	\$ (197,800)	
Variable Operations & Maintenance Cost	\$ (86,500)	
Total Costs		\$ (1,108,100)
Net Cumulative Monthly Margin		\$ 243,600
Average Margin \$/MWh	\$	9.0

# Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net\_Amount by Day

● Increase ● Decrease ● Total

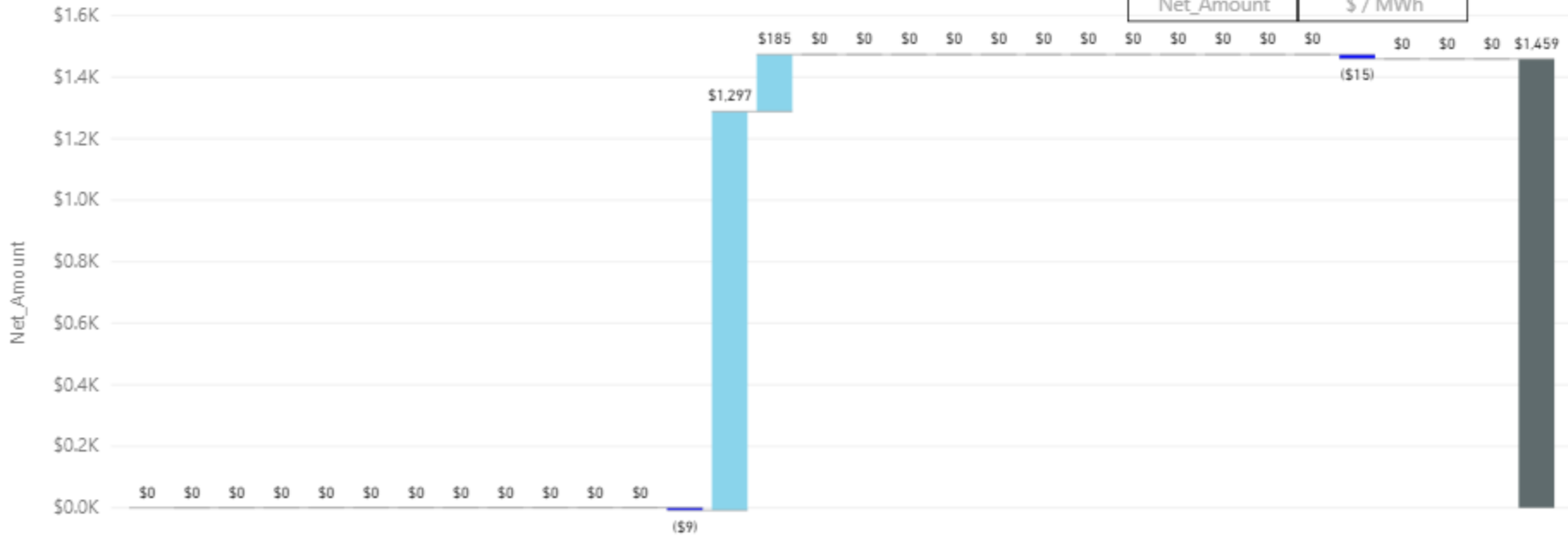
January 2021 Cost of Congestion Component

\$1,459

Net\_Amount

\$0.05

\$ / MWh



NP15\_Cost and LEC\_Cost by Day

● NP15\_Cost ● LEC\_Cost



# Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net\_Amount by Day

● Increase ● Decrease ● Total

January 2021 Cost of Loss Component

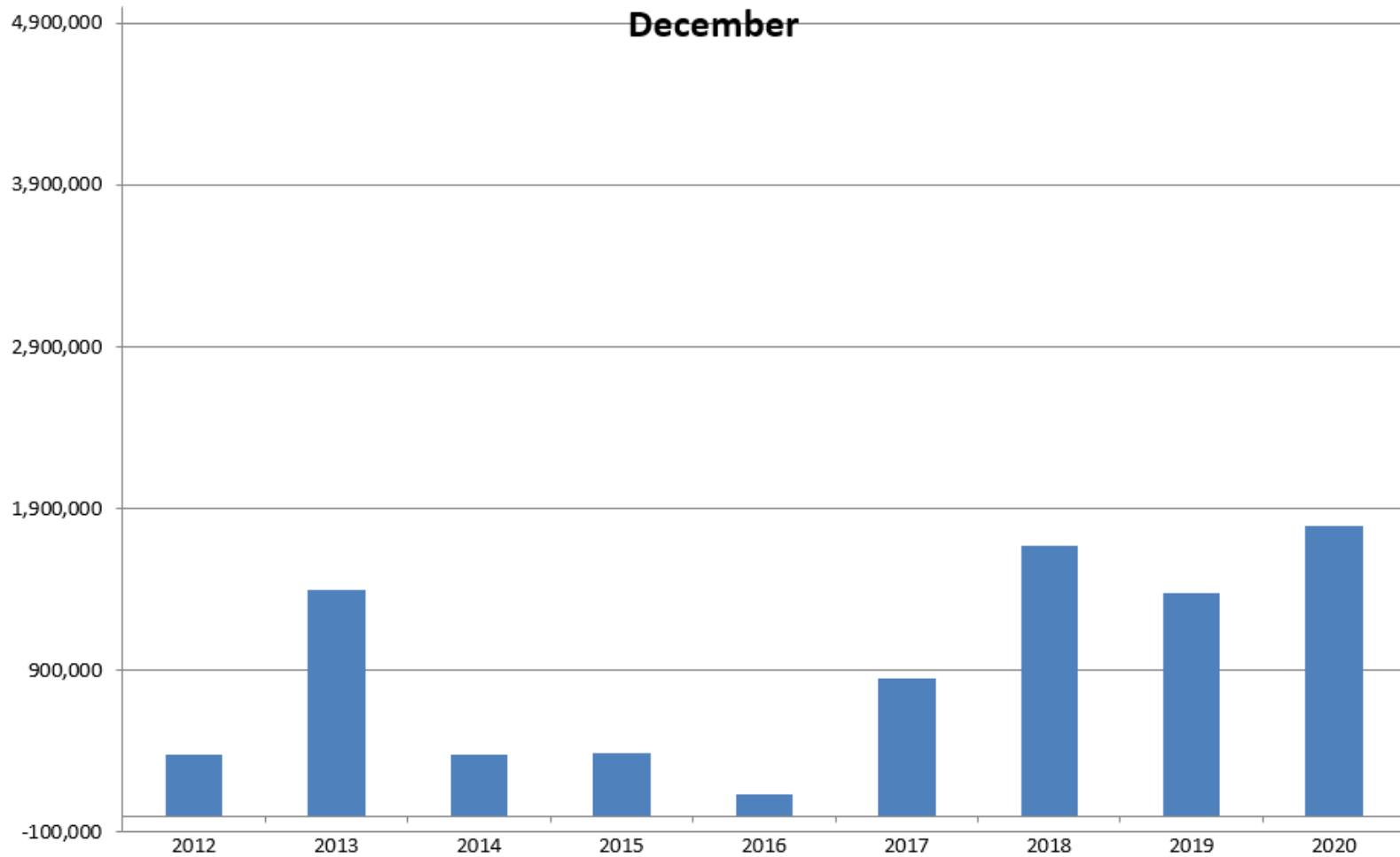
<b>\$2,181</b>	<b>\$0.08</b>
Net_Amount	\$ / MWh



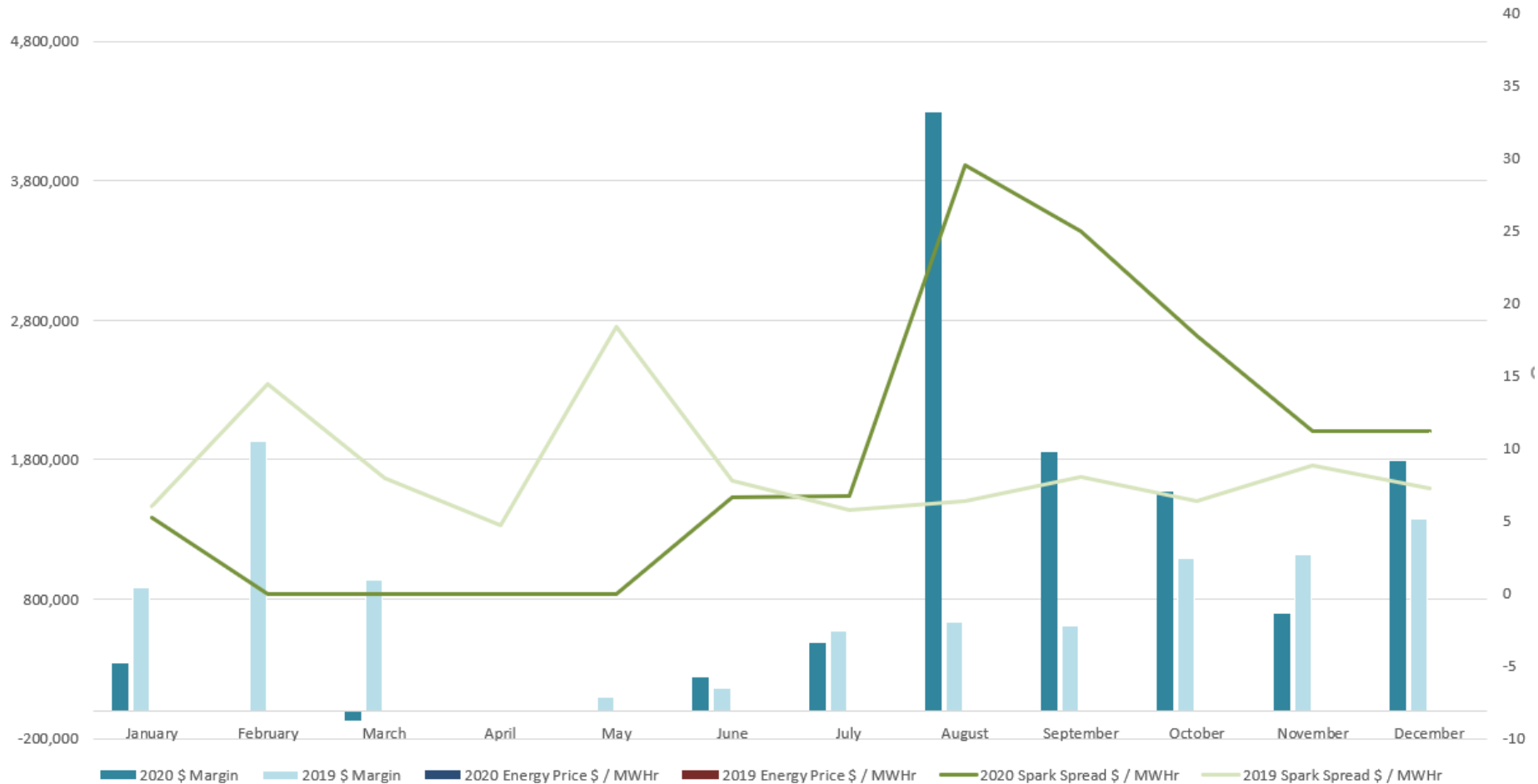
# December Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	7,763,886	6,738,272	6,138,145	1,025,614	15%	Higher volume at higher prices
VOM	5,609,717	5,577,916	4,631,137	31,801	1%	Lower fuel prices
Fixed	1,016,038	898,343	823,482	117,695	13%	Aux Pwr
Projects	154,474	159,694	159,694	(5,220)	-3%	
A&G	183,629	222,637	222,637	(39,008)	-18%	
Debt	2,168,653	2,168,653	2,168,653	0	0.00%	
Net Cost	(1,368,624)	(2,288,971)	(1,867,458)	920,347	-40%	
Net Annual Cost		(30,817,086)	(27,923,503)	(\$2,893,584)		
				Above budget by 10.36%		

# Historical Margins

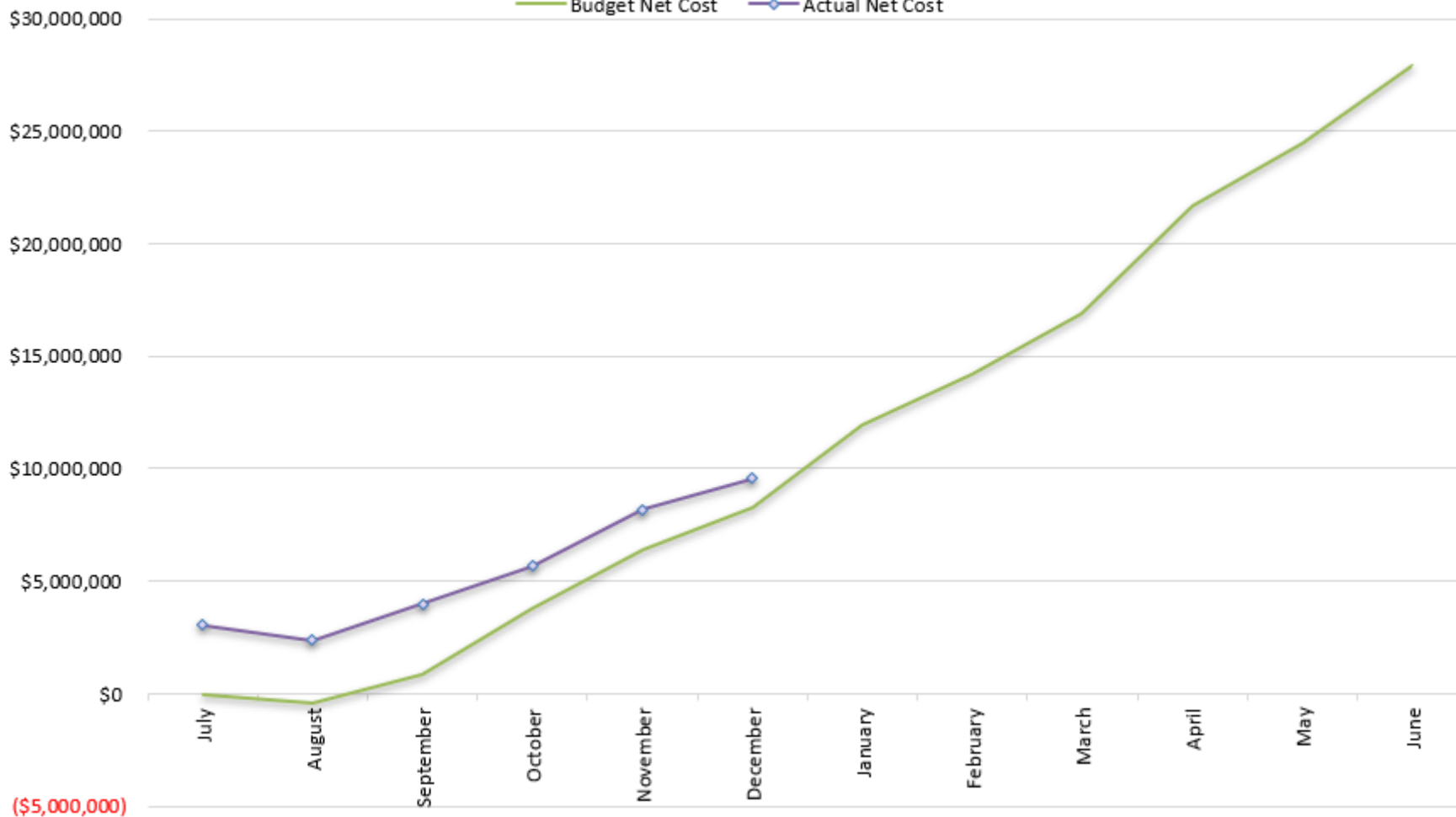


## Historical Monthly Comparison



### Cummulative Net Cost

Budget Net Cost    Actual Net Cost



Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 02/02/2021

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2020 Budget	Percent Used	Comments
VOM	2,100,250	4,745,364	2,926,963	3,423,662	4,150,637	5,609,717	8,246,163	5,317,986	2,545,605	10,000	1,398,722	2,858,239	43,333,308	50,918,015	85.1%	
Capacity Factor	32%	65%	65%	39%	29%	71%	76%	56%	25%	0%	13%	32%	42%	54%	78.3%	Stronger Capacity Factor
Fuel Consumed (mmBTU, estimated)	553,447	1,035,000	548,358	637,443	459,993	1,147,877	1,169,898	804,074	381,483	0	206,610	482,124	7,426,305	9,021,368	82.3%	
Avg Fuel Cost (\$/mmBTU)	2.51	3.21	3.71	4.08	3.86	3.64	4.63	4.96	5.30	0.00	5.14	4.60	4.04	3.65	110.6%	Lower Fuel Cost
Power Produced (MWhr, estimated)	75,067	145,066	73,991	87,952	62,413	159,981	170,788	117,383	55,691	0	30,162	70,383	1,048,877	1,316,988	79.6%	
Avg Power Price (\$/MWhr)	37.12	64.43	64.82	58.46	51.97	48.53	50.34	51.76	52.42	0.00	51.62	52.33	53.31	49.94	106.7%	Higher Sales Rate
Operations / Variable / LTSA	32,219	107,731	197,945	73,568	1,775,673	71,218	1,233,872	116,541	10,000	10,000	10,000	10,000	3,648,768	5,436,362	67.1%	
Fuel (estimated)	1,387,262	3,318,378	2,035,385	2,601,505	1,775,673	4,176,868	5,418,578	3,985,977	2,021,388	0	1,061,643	2,217,278	29,999,935	32,955,703	91.0%	
AB32 GHG Offset (estimated)	508,424	950,218	508,995	598,684	430,015	1,077,404	1,112,855	764,868	362,883	0	196,536	458,616	6,969,497	8,695,359	80.2%	
CA ISO Charges (estimated)	172,345	369,037	184,638	149,905	169,275	284,226	480,858	450,600	151,334	0	130,544	172,345	2,715,108	3,830,591	70.9%	
Routine O&M (Fixed)	1,026,632	1,427,542	964,942	882,496	909,320	1,016,038	898,343	891,343	916,957	979,970	1,061,957	1,116,957	12,092,499	11,555,680	104.6%	
Maintenance / Fixed	311,545	463,173	282,367	282,612	255,184	352,168	205,000	205,000	205,000	205,000	350,000	205,000	3,322,049	2,717,065	122.3%	Aux Pwr
Administration	2,729	13,600	10,296	2,260	4,337	23,458	17,615	17,615	17,615	17,615	17,615	17,615	162,369	211,377	76.8%	
Mandatory Costs	36,623	190,530	25,662	9,311	7,960	4,761	15,000	8,000	33,614	33,614	33,614	33,614	432,302	309,455	139.7%	
Inventory Stock	0	0	7,434	50	0	0	0	0	0	0	0	0	7,484	-	0.0%	
Labor	482,419	566,447	439,117	393,381	435,435	438,819	450,000	450,000	450,000	513,013	450,000	650,000	5,718,631	5,789,039	98.8%	
Insurance	66,328	66,328	66,328	66,328	66,328	66,328	74,862	74,862	74,862	74,862	74,862	74,862	847,137	898,338	94.3%	
Power Management & Settlements	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	1,523,858	1,523,860	100.0%	
Other Costs	0	476	6,750	1,566	13,088	3,516	8,879	8,879	8,879	8,879	8,879	8,879	78,669	106,546	73.8%	
Projects	352,616	277,393	153,194	161,920	160,086	154,474	278,194	278,194	278,194	403,194	424,150	153,194	3,074,805	2,905,788	105.8%	
Maintenance Reserve	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	1,838,330	1,838,332	100.0%	
Operations & Maintenance Projects	-287,312	36,453	0	4,600	6,892	1,280	125,000	125,000	125,000	250,000	270,956	0	657,869	1,060,956	62.0%	
Capital Projects	486,734	87,746	0	4,126	0	0	0	0	0	0	0	0	578,606	6,500	8901.6%	
A&G	183,752	208,363	197,156	188,760	169,560	183,629	222,637	222,637	222,637	222,637	222,637	222,637	2,467,041	2,671,642	92.3%	
Administrative & General (Allocated)	160,659	198,558	152,153	153,613	145,154	155,505	193,161	193,161	193,161	193,161	193,161	193,161	2,124,607	2,317,930	91.7%	
Generation Services Shared	23,093	9,805	45,003	35,147	24,406	28,124	29,476	29,476	29,476	29,476	29,476	29,476	342,434	353,712	96.8%	
Total O&M Cost	3,663,250	6,658,662	4,242,255	4,656,838	5,389,603	6,963,858	9,645,338	6,710,161	3,963,393	1,615,801	3,107,467	4,351,027	60,967,652	68,051,125	89.6%	
Debt Service	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	26,023,836	26,023,835	100.0%	
Revenues	2,786,992	9,389,288	4,797,711	5,141,732	3,268,809	7,763,886	8,629,640	6,107,961	2,951,671	32,154	1,589,211	3,715,347	56,174,401	66,151,457	84.9%	
ISO Energy Sales (estimated)	2,786,450	9,346,750	4,796,399	5,141,732	3,243,809	7,763,886	8,597,486	6,075,807	2,919,517	0	1,557,057	3,683,194	55,912,087	65,765,612	85.0%	
Other Income	542	42,538	1,312	0	25,000	0	32,154	32,154	32,154	32,154	32,154	32,154	262,315	385,845		
Net	(\$3,044,911)	\$561,973	(\$1,613,197)	(\$1,683,759)	(\$4,289,447)	(\$1,368,624)	(\$3,184,351)	(\$2,770,853)	(\$3,180,375)	(\$3,752,301)	(\$3,686,909)	(\$2,804,333)	(\$30,817,086)	(\$27,923,503)	Above budget by 10.36%	



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# LEC Treasurer's Report

AGENDA ITEM NO.: 8

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**Date:** February 8, 2021  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended December 31, 2020

---

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 \$357.

Investments - The carrying value of the LEC's investment portfolio totaled \$36,512,252 at month end. The current market value of the portfolio totaled \$36,662,035.

The overall portfolio had a combined weighted average interest rate of 0.678% with a bond equivalent yield (yield to maturity) of 0.550%. Investments with a maturity greater than one year totaled \$11,960,000. During the month \$12,711,055 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 unchanged at 0.09% and rates on one year T-Bills decreased 2 basis points from 0.11% to 0.09%.

To the best of my knowledge and belief, all securities held by LEC as of December 31, 2020 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,

MONTY HANKS  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**DECEMBER 31, 2020**

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**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash & Investment Balance**  
**December 31, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 357	\$ 12,143,345	\$ 12,143,702	33.26%	\$ 12,142,889
Debt Service Reserve	-	12,672,268	12,672,268	34.71%	12,771,745
O & M Reserve	-	11,609,512	11,609,512	31.80%	11,660,274
	<u>357</u>	<u>36,425,125</u>	<u>36,425,482</u>	<u>99.77%</u>	<u>36,574,908</u>
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	87,127	87,127	0.23%	87,127
Participant Deposit Account	-	-	-	0.00%	-
	<u>\$ 357</u>	<u>\$ 36,512,252</u>	<u>\$ 36,512,609</u>	<u>100.00%</u>	<u>\$ 36,662,035</u>

**NOTE A -Investment amounts shown at book carrying value.**

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash Activity Summary**  
**December 31, 2020**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 14	\$ 16,447,501	\$ (9,863,031)	\$ (11,657,251)	\$ 3,670,932	\$ (1,401,835)
Debt Service Reserve	-	43,563	-	-	(43,563)	-	-
O & M Reserve	-	10,241	1,000,000	-	(1,010,241)	-	-
	-	53,818	17,447,501	(9,863,031)	(12,711,055)	3,670,932	(1,401,835)
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 53,818</b>	<b>\$ 17,447,501</b>	<b>\$ (9,863,031)</b>	<b>\$ (12,711,055)</b>	<b>\$ 3,670,932</b>	<b>\$ (1,401,835)</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
December 31, 2020**

			(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
	PURCHASED	SOLD OR MATURED			TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ 11,657,251	\$ (16,447,501)	\$ 482	\$ -	\$ -	\$ (4,789,768)
Debt Service Reserve	43,563	-	25	-	-	43,588
O & M Reserve	1,010,241	(1,000,000)	(2,584)	-	-	7,657
	<u>12,711,055</u>	<u>(17,447,501)</u>	<u>(2,077)</u>	<u>-</u>	<u>-</u>	<u>(4,738,523)</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 12,711,055</u>	<u>\$ (17,447,501)</u>	<u>\$ (2,077)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,738,523)</u>

**Less Non- Cash Activity**

Disc/(Prem) Amortization & Gain/(Loss) on Sale

2,077

Net Change in Investment --Before Non-Cash Activity

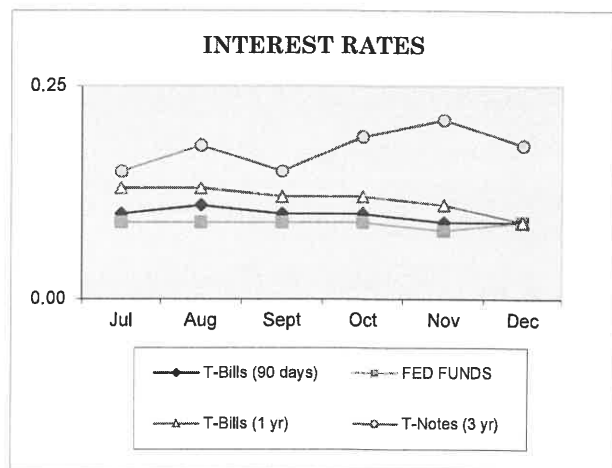
\$ (4,736,446)

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
December 31, 2020**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>0.678%</b>	<b>0.550%</b>
Debt Service Account	0.090%	0.091%
Debt Service Reserve	0.861%	0.751%
O & M Reserve	1.090%	0.808%
GHG Cash Account	0.843%	0.843%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Funds (Overnight)	0.09%	1.55%
T-Bills (90da.)	0.09%	1.55%
Agency Disc (90da.)	0.11%	1.62%
T-Bills (1yr.)	0.09%	1.57%
Agency Disc (1yr.)	0.11%	1.55%
T-Notes (3yr.)	0.18%	1.59%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
December 31, 2020**

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	\$ -	\$ 4,849	\$ 12,161	\$ 3,278	\$ -	\$ 10,900	\$ -	\$ 31,188	85.57%
Corporate Bonds (MTN)	-	-	-	-	495	1,060	-	1,555	4.27%
Municipal Bonds	-	-	-	-	500	-	-	500	1.37%
US Bank Trust Money Market	532	-	-	-	-	-	-	532	1.46%
Commercial Paper	-	-	-	-	-	-	-	-	0.00%
Investment Trusts (LAIF)	1,634	-	-	-	-	-	-	1,634	4.48%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.00%
U.S.Treasury Market Acct.	1,040	-	-	-	-	-	-	1,040	2.85%
U.S.Treasury Bill/Note	-	-	-	-	-	-	-	-	0.00%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 3,206	\$4,849	\$12,161	\$3,278	\$995	\$11,960	\$0	\$ 36,449	100.00%
Total Percents	8.81%	13.30%	33.36%	8.99%	2.73%	32.81%	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

12/31/2020

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	CUSIP	Investment #	Market Value	Carrying Value
US Bank Trust	USB	485,132	0.600	07/01/2013	485,132		1	0.600	SYS79003	79003	485,132	485,132
Fund Total and Average		\$ 485,132	0.600		\$ 485,132		1	0.600			\$ 485,132	\$ 485,132

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	217	0.600	07/01/2013	217		1	0.600	SYS79004	79004	217	217
U.S. Treasury	USBT	2,136,000	0.065	12/03/2020	2,135,325	05/27/2021	146	0.065	912796A33	27127	2,135,338	2,135,437
U.S. Treasury	USBT	1,077,000	0.080	12/30/2020	1,076,634	06/01/2021	151	0.081	912796G37	27143	1,076,623	1,076,639
Fund Total and Average		\$ 3,213,217	0.070		\$ 3,212,176		148	0.071			\$ 3,212,178	\$ 3,212,293

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	262	0.600	07/01/2013	262		1	0.600	SYS79012	79012	262	262
U.S. Treasury	USBT	3,858,000	0.065	12/03/2020	3,856,781	05/27/2021	146	0.065	912796A33	27128	3,856,804	3,856,983
U.S. Treasury	USBT	945,000	0.080	12/30/2020	944,679	06/01/2021	151	0.081	912796G37	27144	944,659	944,693
Fund Total and Average		\$ 4,803,262	0.068		\$ 4,801,722		147	0.069			\$ 4,801,735	\$ 4,801,928

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	2,978,000	0.065	12/03/2020	2,977,059	05/27/2021	146	0.065	912796A33	27129	2,977,077	2,977,215
U.S. Treasury	USBT	667,000	0.080	12/30/2020	666,773	06/01/2021	151	0.081	912796G37	27145	666,767	666,776
Fund Total and Average		\$ 3,645,000	0.068		\$ 3,643,832		147	0.069			\$ 3,643,844	\$ 3,643,991
GRAND TOTALS:		\$ 12,146,611	0.050		\$ 12,142,862		141	0.091			\$ 12,142,889.	\$ 12,143,344

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020



Northern California Power Agency  
Treasurer's Report

12/31/2020

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	45,479	0.600	07/01/2013	45,479		1	0.600	45,479	SYS79005	79005	45,479
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	14	1.537	419,992	313385AQ8A	26943	419,755
Federal Home Loan Ba	USBT	4,429,000	0.110	07/29/2020	4,426,510	01/29/2021	28	0.111	4,428,779	313385BE5	27040	4,428,621
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	223	1.699	150,921	3137EAE9	26454	149,490
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	525	1.760	4,218,326	313379Q69	26463	4,120,587
Fund Total and Average		\$ 9,144,479	1.099		\$ 9,200,766		254	0.946	\$ 9,263,497			\$ 9,163,932

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600	07/01/2013	804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.070	09/29/2020	2,367,669	07/15/2021	195	0.071	2,367,934	9127963S6	27099	2,368,102
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		195	0.071	\$ 2,368,738			\$ 2,368,906

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	578	0.600	07/01/2013	578		1	0.600	578	SYS79013	79013	578
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	195	0.071	758,658	9127963S6	27100	758,712
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	938	1.635	380,274	3134GU6D7	26945	380,140
Fund Total and Average		\$ 1,139,578	0.597		\$ 1,139,341		443	0.593	\$ 1,139,510			\$ 1,139,430
GRAND TOTALS:		\$ 12,653,861	0.861		\$ 12,708,580		260	0.751	\$ 12,771,745.			\$ 12,672,268

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020  
Investment #26945 FHLMC Callable on 1/28/2021 only



Northern California Power Agency  
Treasurer's Report

12/31/2020

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		1,546,543	0.842	07/01/2013	1,546,543		1	0.842	1,546,543	SYS70047	70047	1,546,543
Union Bank of Calif	UBOC	1,040,434	0.002	07/18/2013	1,040,434		1	0.002	1,040,434	SYS70041	70041	1,040,434
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	10/15/2021	104	1.590	502,060	3133EY83	26892	499,872
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	279	1.555	500,470	89236TGJ8	26953	495,912
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	304	1.000	521,435	58607ECD4	26986	518,684
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	507	2.456	613,731	90331HPC1	26822	596,541
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	938	0.375	1,000,080	3134GMDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,430	1.776	514,406	14912L6G1	26952	490,611
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,670	0.579	1,001,090	3136G4D75	27047	1,000,916
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,676	0.670	2,000,140	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,690	0.600	999,750	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,732	0.530	750,135	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,732	0.530	670,000	3133EMBJ0	27084	670,000
Fund Total and Average		\$ 11,561,977	1.090		\$ 11,633,046		988	0.808	\$ 11,660,274			\$ 11,609,513
GRAND TOTALS:		\$ 11,561,977	1.090		\$ 11,633,046		988	0.808	\$ 11,660,274			\$ 11,609,513

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.

Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020

Investment #26822 USB Callable anytime starting 4/22/2022  
Investment #27046 FHLMC Callable on 7/28/2021 only  
Investment #27047 FHLMC Callable quarterly starting 7/29/2022  
Investment #27054 FFCB Callable anytime starting 2/4/2021  
Investment #27057 FNMA Callable quarterly starting 8/18/2022  
Investment #27083 FFCB Callable anytime starting 9/29/2021  
Investment #27084 FFCB Callable anytime



Northern California Power Agency  
Treasurer's Report  
12/31/2020

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		87,127	0.842	07/01/2013	87,127		1	0.842	87,127	SYS70046	70046	87,127
Fund Total and Average		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127
GRAND TOTALS:		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.  
Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020



**Lodi Energy Center Project Participant Committee**

**LEC Financial Reports**

AGENDA ITEM NO.: 9

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**Date:** February 8, 2021

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

**Subject:** December 31, 2020 Financial Reports (Unaudited)

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

	December	
	2020	2019
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 87,127	\$ 75,103
Interest receivable	251	485
Inventory and supplies - at average cost	2,220,138	2,202,632
Due from (to) Agency, net	23,262,403	31,286,640
<b>TOTAL CURRENT ASSETS</b>	<b>25,569,919</b>	<b>33,564,860</b>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	3,126,258	1,691,950
Investments	33,305,674	30,309,907
Interest receivable	43,047	39,969
<b>TOTAL RESTRICTED ASSETS</b>	<b>36,474,979</b>	<b>32,041,826</b>
<b>ELECTRIC PLANT</b>		
Electric plant in service	409,938,075	424,445,495
Less: accumulated depreciation	(101,946,642)	(103,485,648)
	307,991,433	320,959,847
Construction work-in-progress	-	182,398
<b>TOTAL ELECTRIC PLANT</b>	<b>307,991,433</b>	<b>321,142,245</b>
<b>OTHER ASSETS</b>		
Regulatory assets	28,437,901	25,290,860
<b>TOTAL OTHER ASSETS</b>	<b>28,437,901</b>	<b>25,290,860</b>
<b>TOTAL ASSETS</b>	<b>398,474,232</b>	<b>412,039,791</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Unamortized excess cost on advance refunding of debt, net	1,346,301	1,664,876
Asset retirement obligations	185,132	180,473
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,531,433</b>	<b>1,845,349</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 400,005,665</b>	<b>\$ 413,885,140</b>

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

	December	
	2020	2019
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 4,177,605	\$ 4,944,671
Operating reserves	16,094,702	15,240,454
Current portion of long-term debt	12,515,000	12,040,000
Accrued interest payable	126,282	1,157,712
<b>TOTAL CURRENT LIABILITIES</b>	<b>32,913,589</b>	<b>33,382,837</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	86,937	1,158,841
Asset retirement obligations	185,131	180,473
Long-term debt, net	306,535,000	319,050,000
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>306,807,068</b>	<b>320,389,314</b>
<b>TOTAL LIABILITIES</b>	<b>339,720,657</b>	<b>353,772,151</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	39,111,779	38,445,353
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	(5,908,499)	(5,975,620)
Restricted	23,676,429	18,349,799
Unrestricted	3,405,299	9,293,457
<b>TOTAL NET POSITION</b>	<b>21,173,229</b>	<b>21,667,636</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 400,005,665</b>	<b>\$ 413,885,140</b>

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

		<b>Six Months Ended December</b>	
		<b>2020</b>	<b>2019</b>
<b>SALES FOR RESALE</b>			
Participants	\$	22,331,056	\$ 22,509,402
Other		32,996,416	32,804,312
<b>TOTAL SALES FOR RESALE</b>		<b>55,327,472</b>	<b>55,313,714</b>
<b>OPERATING EXPENSES</b>			
Operations		20,869,616	23,183,844
Depreciation		7,069,110	7,315,187
Purchased power		966,401	916,441
Maintenance		1,940,709	1,949,234
Administrative and general		2,485,129	2,133,597
Transmission		535,634	508,292
Intercompany (sales) purchases		208,868	201,888
<b>TOTAL OPERATING EXPENSES</b>		<b>34,075,467</b>	<b>36,208,483</b>
<b>NET OPERATING REVENUES</b>		<b>21,252,005</b>	<b>19,105,231</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(6,900,284)	(7,144,922)
Interest income		6,760	524,070
Other		1,936,380	1,816,659
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(4,957,144)</b>	<b>(4,804,193)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>(689,665)</b>	<b>610,622</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>(91,904)</b>	<b>(745,733)</b>
<b>INCREASE IN NET POSITION</b>		<b>15,513,292</b>	<b>14,165,927</b>
<b>NET POSITION</b>			
Beginning of year		5,659,937	7,501,709
End of period	\$	21,173,229	\$ 21,667,636

**Lodi Energy Center  
FY 2021 Operating Costs  
As of December 31, 2020**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 5,436,362	\$ 1,525,543	\$ 3,910,819	72%	<b>A</b>
Fixed	2,717,065	1,947,049	770,016	28%	
Administration	211,377	56,680	154,697	73%	
Mandatory Costs	309,455	274,846	34,609	11%	<b>B</b>
Routine O&M Costs without Labor	8,674,259	3,811,603	4,862,656	56%	
Labor	5,789,039	2,748,467	3,040,572	53%	
Total Routine O&M Cost	14,463,298	6,560,070	7,903,228	55%	
<b>Other Costs</b>					<b>C</b>
Fuel	32,955,703	15,882,941	17,072,762	52%	
GHG Allowance Costs	8,695,359	16,680	8,678,679	100%	
CA ISO Charges	780,841	535,634	245,207	31%	
CA ISO Purchased Energy	3,049,750	966,401	2,083,349	68%	
Debt Service	26,023,835	13,011,917	13,011,918	50%	
Insurance	898,338	397,966	500,372	56%	
Other Costs	106,546	25,395	81,151	76%	
Generation Services Shared	353,712	165,577	188,135	53%	
Administrative & General (Allocated)	2,317,930	965,642	1,352,288	58%	
Power Management Allocated Costs	1,523,860	761,930	761,930	50%	
<b>Total O&amp;M Cost</b>	<b>91,169,172</b>	<b>39,290,153</b>	<b>51,879,019</b>	<b>57%</b>	
<b>Projects</b>					<b>D E</b>
Operations & Maintenance	1,060,956	(203,746)	1,264,702	119%	
Capital	6,500	578,606	(572,106)	0%	
Maintenance Reserve	1,838,332	919,166	919,166	50%	
Total Projects	2,905,788	1,294,026	1,611,762	55%	
Annual Cost	94,074,960	40,584,179	53,490,781	57%	
<b>Less: Third Party Revenue</b>					
Interest Income	385,845	142,362	243,483	63%	
ISO Energy Sales	55,590,251	31,849,778	23,740,473	43%	
Ancillary Services Sales	1,711,986	1,146,638	565,348	33%	
GHG Allowance Credits	8,463,375	-	8,463,375	100%	
Other Income	-	69,392	(69,392)	0%	
	66,151,457	33,208,170	32,943,287	50%	
<b>Net Annual Cost to Participants</b>	<b>\$ 27,923,503</b>	<b>\$ 7,376,009</b>	<b>\$ 20,547,494</b>	<b>74%</b>	
<b>Total Variable Costs</b>	<b>50,918,015</b>	<b>18,910,519</b>	<b>32,007,496</b>		
<b>Total Fixed Costs</b>	<b>43,156,945</b>	<b>21,673,660</b>	<b>21,483,285</b>		
	<b>\$ 94,074,960</b>	<b>\$ 40,584,179</b>	<b>\$ 53,490,781</b>		
<b>Net Cumulative Generation (MWh)</b>	<b>1,316,988</b>	<b>604,482</b>			
<b>Total O&amp;M Cost Per MWh</b>	<b>\$ 69.23</b>	<b>\$ 65.00</b>			
<b>Net Annual Cost Per MWh</b>	<b>\$ 21.20</b>	<b>\$ 12.20</b>			

**General** - The plant ran 21 days during the month.

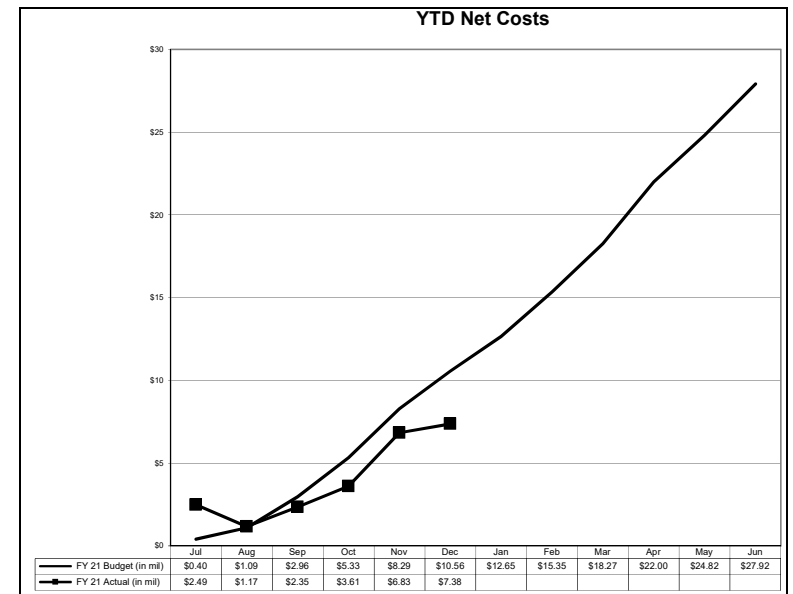
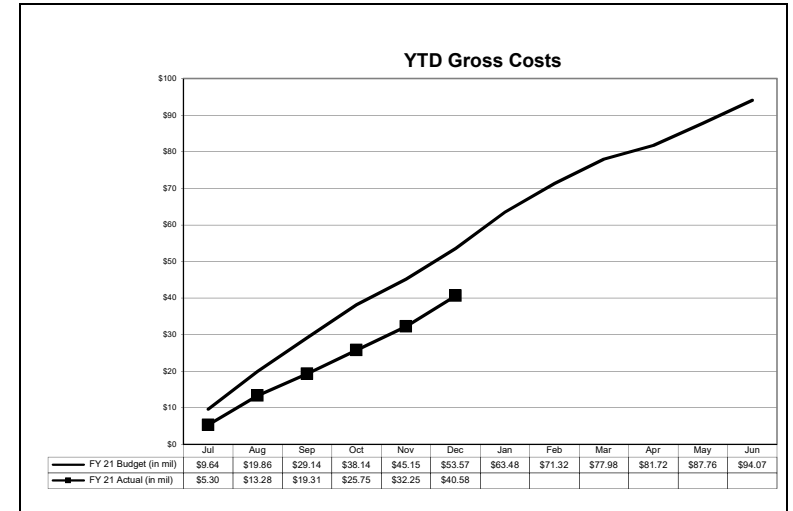
**A** - Slightly higher costs resulting from additional maintenance costs for annual outage.

**B** - Higher costs due to annual permit fees payment. Costs are expected to levelize for remainder of the year.

**C** - Higher than expected CAISO costs due to unbudgeted resource adequacy settlement charges. Amount expected to levelize by end of the year.

**D** - Amount includes prior year accrual reversal which will levelize when payments are made.

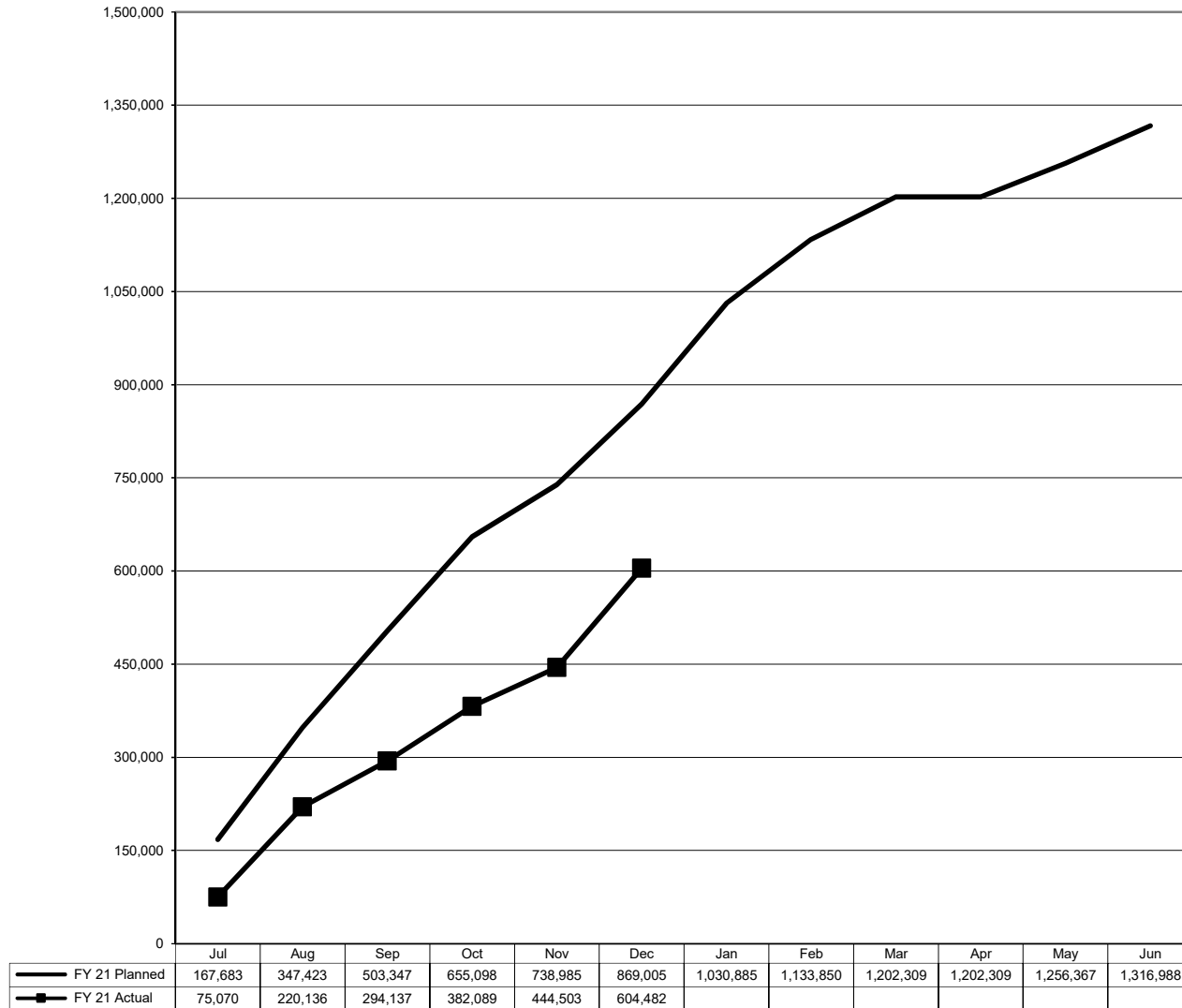
**E** - Additional unbudgeted costs to put Transformer in service.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2021

In MWh

## Lodi Energy Center





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

### **LEC GHG Reports**

AGENDA ITEM NO.: 10

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**Date:** February 8, 2021

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

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

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NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
February 2021														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	30,477	72,211	2,934	366,514	21,488	17,975	103,808	22,239	117,218	8,599	29,188	281,724	19,535	1,093,910
Current MT Compliance Instrument Account (MTA) Balance (MT)	30,477	72,242	3,361	425,667	21,710	18,232	128,742	22,293	135,443	9,082	26,934	311,311	20,191	1,225,685
MTA Shortfall (MT)	0	(31)	(427)	(59,153)	(222)	(257)	(24,934)	(54)	(18,225)	(483)	2,254	(29,587)	(656)	(131,775)
Monthly GHG Price \$/MT	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	46,207	0	0	46,207
Current Month CCA Balance (\$)*	65,948	0	155	0	1,193	5,168	838	0	0	0	10,795	0	2,868	86,965
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	35,412	0	0	35,412

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

	CY 2021 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Estimated												CY 2021	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	170,795	117,386	55,687	0	30,164	70,389	0	0	0	0	0	0	444,421	9,102,328
Gas Schedule (MMBtu)	1,325,369	910,917	432,130	0	234,074	546,216	0	0	0	0	0	0	3,448,706	65,987,568
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)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	71,524	49,158	23,320	0	12,632	29,477	0	0	0	0	0	0	186,111	3,569,072
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	1,043,658	1,092,816	1,116,136	1,116,136	1,128,768	1,158,245	1,158,245	1,158,245	1,158,245	1,158,245	1,158,245	1,158,245	1,158,245	1,158,245
Compliance Instrument Participant Transfers														
Carryover Allowances	37,000	0	0	0	0	0	0	0	0	0	0	0	37,000	69,263
Auction Allowances	7,406	0	0	0	0	0	0	0	0	0	0	0	7,406	3,503,324
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)	44,406	0	0	0	0	0	0	0	0	0	0	0	44,406	3,572,587
NCPA Compliance Instrument Purchases														
Auction Purchases	0	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
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	2,405,361
Total Monthly Activity (MT)	44,406	0	0	0	0	0	0	0	0	0	0	0	44,406	3,618,909
Cumulative MT Account Balance (MTA)	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226
MTA Shortfall (MT)	(170,568)	(121,410)	(98,090)	(98,090)	(85,458)	(55,981)	(55,981)	(55,981)	(55,981)	(55,981)	(55,981)	(55,981)	(55,981)	(55,981)
Current Month CCA Balance (\$)	0	86,964	0	0	0	0	0	0	0	0	0	0	0	86,964
Monthly GHG Price	20.42	20.50	22.48	20.66	20.74	22.72	20.89	20.97	22.95	21.13	21.21	23.19		



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

AGENDA ITEM NO.: 11

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**Date:** February 3, 2021

**Meeting Date:** February 8, 2021

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

**Subject:** SEL Engineering Services, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

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### Proposal

Approve the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with SEL Engineering Services, Inc. for protective relay and automation design services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

### Background

Protective relay and automation design services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. NCPA currently has an agreement in place with SEL Engineering Services, Inc., which is running low on funds and is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA does not have any other agreements for similar services with additional vendors at this time.

### 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 seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the best overall value to NCPA. 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. 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:

JOEL LEDESMA  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with SEL Engineering Services, Inc.



## **MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SEL ENGINEERING SERVICES, INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and SEL Engineering Services, Inc., a corporation with its office located at 2350 NE Hopkins Court, Pullman, WA 99163 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_ ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 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 (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

**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. All quoted prices are exclusive of any sales, use, value-added or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing as long as the taxes are reasonably estimated and provided to Agency when Consultant

responds to a request for a bid or quote, or in writing in response to a request for Services from Consultant.

**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 \$2,000,000 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 \$2,000,000 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) 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 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 three (3) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within three (3) 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 three (3) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

**4.4.3 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,

Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPA or Agency member for which the Services are to be performed.

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

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

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

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

**5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

**5.3 Limitation of Liability.** Notwithstanding any other term in this Agreement, Consultant's liability to Agency or its insurers for any loss or damage regarding this Agreement shall be limited as follows: (i) for those claims covered by an

insurance certificate required under Section 4 of this Agreement, Consultant's liability shall be limited to the amount of the applicable insurance; and (ii) for all other claims, except those arising as a result of Consultant's violation of applicable law or patent infringement, Consultant's liability shall in no event exceed \$1,000,000 for each claim whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either party be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Agency's customers for such damages.

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

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

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

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

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

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

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

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

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

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

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

**7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses,

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

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

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

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

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

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

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

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

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

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the

Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Notwithstanding the above, Consultant's Confidential Information (as defined below) and all intellectual property, including patents, copyrights, trademarks, trade secrets, and other proprietary information incorporated into, or provided in conjunction with, the Services (collectively, "Consultant IP") shall not be deemed "works made for hire" for Agency, Agency members, SCPPA, and SCPPA members (each a "Licensee"), and shall remain the exclusive property of Consultant. Consultant hereby grants to each Licensee a perpetual, worldwide, royalty-free, non-exclusive, non-transferable, personal, irrevocable, limited license to use, copy and modify Consultant IP for Licensee's internal business purposes, including the use, operation, maintenance, and repair of the Services and all parts or portions thereof, and including such work by Licensee's employees, agents, contractors, or consultants on such Licensee's behalf ("License"). Consultant IP shall not be used for any other purpose without first obtaining Consultant's written consent. For the avoidance of doubt, a Licensee may assign its License in connection with the sale or other disposition of substantially all of the assets of Licensee's business or substantially all of the goods or other deliverables obtained by such Licensee under this Agreement. Notwithstanding any other provision of this Agreement, each License shall survive the termination or expiration of this Agreement. Subject to this Section 9, Consultant shall provide Agency relay settings and supporting documentation, including supporting calculations, pertinent fault study results, overcurrent coordination curves, and similar information, in Microsoft Word, Adobe Acrobat, and/or SEL-5030 ACCELERATOR QuickSet format, as applicable.

**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. Please note: As Consultant is a privately held company it can allow audits of time and expense projects, however, as long as such restriction is allowed under California law, Consultant does not provide breakdown of its fixed price or lump sum contracts, and does not reveal the components that make up its hourly rate.

## **9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

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

**10.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, 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:

SEL Engineering Services, Inc.  
Attention: Contracts & Risk  
2350 NE Hopkins Court  
Pullman, WA 99163-5603  
[selcontracts@selinc.com](mailto:selcontracts@selinc.com)  
509-332-1890

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

**Section 11. WARRANTY FOR GOODS.** Consultant warrants that goods, equipment, supplies, or other materials provided pursuant to this Agreement (for purposes of this Section 11, "Goods") are free from defects in material, design, and workmanship for ten (10) years after completion or delivery of the Goods, including Consultant-manufactured control enclosure structures and panels. Such warranty shall be for ten (10) years after delivery for Fault Indicator and Sensor Division goods. This warranty is conditioned upon storage, installation, connection, operation and maintenance of Goods consistent with Consultant's manual provided to Agency in writing. If during the term of this Agreement or the applicable warranty period specified above, any Goods used or provided by Consultant under this Agreement fail due to defects in material, design, and/or workmanship or other breach of this Agreement, Consultant shall, upon any reasonable written notice from Agency, replace, reperform, or repair the same to Agency's satisfaction. This warranty shall be void in its entirety if Agency modifies the Goods without prior written consent to and subsequent approval of any such modifications by Consultant. If any Goods fail to conform to this warranty, Agency properly notifies Consultant of such failure and Agency returns the Goods to Consultant factory for diagnosis (and pays all expenses for such return), Consultant shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Goods or part(s) thereof, or making available, freight prepaid, by Consultant (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or Good(s). Any Goods repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

**11.2 Warranty for Services.** Consultant shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant shall reperform (or, at Consultant's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services.

**11.3 General Warranty Provisions.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT. Consultant shall, whenever possible, pass the original manufacturer warranty to Agency for non-Consultant products.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

SEL ENGINEERING SERVICES, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**JOSEPH NESTEGARD,**  
Treasurer

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

SEL Engineering Services, Inc. ("Consultant") shall provide protective relay and automation design, testing and commissioning services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Protective Relay and Automation Design
- Testing Services
- Commissioning Services
- Training

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### **Time and Expense Additional Work**

SEL Engineering Services, Inc. (SEL ES) will perform additional work on a time and expense (T&E) basis, unless the Customer and SEL ES agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.

Work performed on a T&E basis will be in accordance with the schedule of charges shown in the T&E Rate Tables (below), **unless specifically modified in a Purchase Order.**

T&E Rate Tables (USD) - SEL ES reserves the right to review and increase SEL ES hourly rates by up to 3% annually after providing no less than 60 days' notice to Agency.

<b>Role</b>	<b>Weekday (per hour)</b>	<b>Weekday Overtime (per hour)</b>	<b>Saturday (per hour)</b>	<b>Sunday/ Holiday (per hour)</b>	<b>Travel (per hour)</b>	<b>Travel Expenses</b>
Consultant Principal Engineer	\$285	\$428	\$428	\$570	\$285	Cost + 10%
Senior Engineer	\$210	\$315	\$315	\$420	\$210	Cost + 10%
Project Engineer III	\$175	\$263	\$263	\$350	\$175	Cost + 10%
Project Engineer II Senior Specialist Senior Relay Commissioning Technician	\$160	\$240	\$240	\$320	\$160	Cost + 10%
Project Engineer I Specialist III Relay Commissioning Technician III Project Controller II & III Senior Designer	\$140	\$210	\$210	\$280	\$140	Cost + 10%
Designer III Specialist II Project Controller I	\$125	\$188	\$188	\$250	\$125	Cost + 10%
Associate Project Engineer Relay Commissioning Technician II Field Service Technician III	\$120	\$180	\$180	\$240	\$120	Cost + 10%
Designer II Specialist I	\$115	\$173	\$173	\$230	\$115	Cost + 10%
Designer I Relay Commissioning Technician I	\$95	\$143	\$143	\$190	\$95	Cost + 10%
Drafter Account Administrator III Field Service Technician II	\$85	\$128	\$128	\$170	\$85	Cost + 10%
Account Administrator I & II Administrative Field Service Technician I Engineering Intern	\$75	\$113	\$113	\$150	\$75	Cost + 10%

Cybersecurity and Networking T&E Rates (USD)						
Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Security Engineer	\$220	\$330	\$330	\$440	\$220	Cost + 10%
Senior Security Specialist	\$185	\$278	\$278	\$370	\$185	Cost + 10%
Security Specialist	\$175	\$263	\$263	\$350	\$175	Cost + 10%

For projects in the U.S., all quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

The following details apply to the T&E Rate Tables:

- The Customer is to reimburse SEL ES for travel expenses at cost plus 10% for expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are at the coach rate to the commercial airport nearest the work site; business rates apply for international travel.
- The T&E rate is the charge per person, per hour. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. Onsite work outside of typical working hours shall be agreed upon between the Customer and SEL ES in advance and be subject to additional charges.
- Overtime is defined as time in excess of 8 hours per day or any hours worked Saturday or Sunday. Overtime will be billed at the rates shown in the T&E Rate Tables (above).
- Time spent by SEL ES personnel on site while waiting standby, training, or traveling to and from the site will be considered billable time.
- Onsite T&E invoices will include billable project administration and project management time not performed on site.
- The hourly rates quoted include the use of personal computers loaded with Microsoft Office, Lotus Notes, MATLAB, Mathcad, AutoCAD, MicroStation, and SEL software used in the preparation, documentation, and processing of settings for SEL products.
- SEL ES does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.
- Hourly rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

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

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

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_

(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

SEL Engineering Services, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ 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.



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

### **Staff Report**

AGENDA ITEM NO.:12

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**Date:** February 3, 2021

**Meeting Date:** February 8, 2021

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

**Subject:** GEI Consultants, Inc. – First Amendment to Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) locations and Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

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#### Proposal

Approve the First Amendment to the Multi-Task Professional Services Agreement with GEI Consulting, Inc. for dam safety engineering, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$3,000,000 for continued use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

#### Background

Dam Safety engineering; geology, hydrology, hydraulics, geotechnical and structural consulting and preparation of signed stamped construction documents are services required at NCPA, Member, SCPPA, and SCPPA Member locations from time to time.

NCPA entered into a five year MTPSA with GEI Consultants, Inc. effective May 1, 2019 for an amount not to exceed \$1,000,000. This agreement has been used for multiple NCPA Hydroelectric Project where GEI was the lowest bidder. Projects including, but not limited to, the McKays Sediment Removal Basis of Design Report (\$465,826), required new inundation mapping (\$98,340) and 5-Year Part 12 Inspections for FERC Project 11563 (\$116,441) were broadly announced to qualified engineering firms and competitively bid in accordance with the purchasing policy. This agreement is now running low on funds and this amendment will increase the not to exceed amount from \$1,000,000 to \$3,000,000. This agreement is still available for use at any facility owned and/or operated by the Agency, its Members, SCPPA, and SCPPA Members.

#### 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 enabling agreements with HDR Engineering, Gannett Fleming, Black & Veatch, GHD, Condor Earth and other engineering consultants for similar services. NCPA will seek competitive bids from qualified providers when feasible and enter into additional enabling agreements as needed. The bid is awarded to the

best value 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 (\$3,000,000) over five (5) 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:

JOEL LEDESMA  
Assistant General Manager  
Generation Services

Attachments: (2)

- Multi-Task Professional Services Agreement with GEI Consultants, Inc.
- First Amendment to Multi-Task Professional Services Agreement with GEI Consultants, Inc.



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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and GEI Consultants, Inc., a corporation with its office located at 180 Grand Avenue, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of MAY 1, 2019 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 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  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

**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 a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

**4.4.3 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, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific

Agency member, SCPA or Agency member for which the Services are to be performed.

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

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

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

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

**5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

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

**6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel

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

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

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

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

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

performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

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

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

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

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

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

**8.4.1** Immediately terminate the Agreement;

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

**8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or

**8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

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

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

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

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

#### **9.4 Confidential Information and Disclosure.**

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

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

William Rettberg, Vice President  
GEI Consultants, Inc.  
180 Grand Avenue, Suite 1410  
Oakland, CA 94612

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date 5/1/2019

Walter Haul for  
**RANDY HOWARD, General Manager**

Attest:

[Signature]  
**Assistant Secretary of the Commission**

Approved as to Form:

[Signature]  
**Jane E. Luckhardt, General Counsel**

GEI CONSULTANTS, INC.

Date 3/27/19

[Signature]  
**WILLIAM RETTBERG, Vice President**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

GEI Consultants, Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- Dam Safety engineering in accordance with 18 CFR12D;
- Geology, hydrology, hydraulics, geotechnical and structural engineering; and
- Preparation of signed stamped construction documents.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### FEE SCHEDULE AND PAYMENT TERMS



#### FEE SCHEDULE

Personnel Category	Hourly Billing Rate \$ per hour
Staff Professional – Grade 1	\$ 118
Staff Professional – Grade 2	\$ 130
Project Professional – Grade 3	\$ 142
Project Professional – Grade 4	\$ 160
Senior Professional – Grade 5	\$ 188
Senior Professional – Grade 6	\$ 214
Senior Professional – Grade 7	\$ 255
Senior Consultant – Grade 8	\$ 286
Senior Consultant – Grade 9	\$ 348
Senior Principal – Grade 10	\$ 348
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Senior CADD Drafter and Designer	\$ 142
CADD Drafter / Designer and Senior Technician	\$ 130
Field Professional	\$ 107
Technician, Word Processor, Administrative Staff	\$ 106
Office Aide	\$ 83

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

#### OTHER PROJECT COSTS

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subconsultants; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

**Billing Rates for Specialized Technical Computer Programs** - Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

**Field and Laboratory Equipment Billing Rates** - GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

#### PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Fee Schedule 2019

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, WILLIAM A. RETTBERG, SN.VP

(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

GEI CONSULTANTS, INC.

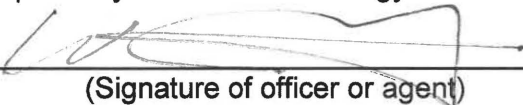
(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 27 day of MARCH 20 19.

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



## FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GEI CONSULTANTS, INC.

This First Amendment (“Amendment”) to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and GEI Consultants, Inc. (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective May 1, 2019, (the “Agreement”) for GEI Consultants, Inc. to provide dam safety engineering services for NCPA, NCPA Members, SCPPA and SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$1,000,000 to a “NOT TO EXCEED” amount of \$3,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** three million dollars (\$3,000,000) 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 Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

SIGNATURES ON FOLLOWING PAGE

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///

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

NORTHERN CALIFORNIA POWER AGENCY

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

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

GEI CONSULTANTS, INC.

\_\_\_\_\_  
**WILLIAM RETTBERG, Vice President**

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT B

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

### FEE SCHEDULE AND PAYMENT TERMS



#### FEE SCHEDULE

Personnel Category	Hourly Billing Rate \$ per hour
Staff Professional – Grade 1	\$ 123
Staff Professional – Grade 2	\$ 135
Project Professional – Grade 3	\$ 148
Project Professional – Grade 4	\$ 166
Senior Professional – Grade 5	\$ 196
Senior Professional – Grade 6	\$ 223
Senior Professional – Grade 7	\$ 265
Senior Consultant – Grade 8	\$ 297
Senior Consultant – Grade 9	\$ 362
Senior Principal – Grade 10	\$ 362
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Senior Drafter and Designer	\$ 148
Drafter / Designer and Senior Technician	\$ 135
Field Professional	\$ 111
Technician, Word Processor, Administrative Staff	\$ 110
Office Aide	\$ 86

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

#### OTHER PROJECT COSTS

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

#### PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

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Fee Schedule 2020



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

### **Staff Report**

AGENDA ITEM NO.: 13

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**Date:** February 3, 2021

**Meeting Date:** February 8, 2021

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

**Subject:** Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement Schedule 6.00 – Contact List

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#### Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 to a requested update to the designated contact for the City of Lompoc.

#### Background

NCPA and the LEC Project Participants executed the LEC PMOA, which became effective on August 1, 2010. The PMOA contains multiple Schedules which provide procedures, protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules may be revised, deleted or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC). Certain Schedules also require approval by the NCPA Commission when such Schedules “...could be reasonably viewed as having an impact on other NCPA projects.” (PMOA, Article 10).

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update the designated Contact for the City of Lompoc, as requested by the City of Lompoc, to align with recent staffing changes. Schedule 6.00 does not require approval by the NCPA Commission.

#### Fiscal Impact

No significant costs will be incurred to implement the change to the PMOA Schedule 6.00 and funds are available in the Project Budget to support the work associated with this update.

#### Environmental Analysis

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

#### Recommendation

NCPA staff recommends that the PPC approve the requested revisions to LEC PMOA Schedule 6.00.

Submitted by:

JOEL LEDESMA  
Assistant General Manager Generation Services

Attachments: (1)  
PMOA Schedule 6.00 Contact List – Redline Changes

# Agreement Schedule 6.00

## Contact List

### Northern California Power Agency

Northern California Power Agency  
Attn: Michael DeBortoli, Lodi Energy Center Manager  
651 Commerce Drive  
Roseville, California, 95678  
Telephone: (209) 210-5000  
Facsimile: (209) 333-5215  
Email: [michael.debortoli@ncpa.com](mailto:michael.debortoli@ncpa.com)

With copies to:

Northern California Power Agency  
Attn: Ken Speer, Assistant General Manager – Generation Services  
651 Commerce Drive  
Roseville, California, 95678  
Telephone: (916) 781-4201  
Facsimile: (916) 783-7693  
Email: [ken.speer@ncpa.com](mailto:ken.speer@ncpa.com)

Northern California Power Agency  
Attn: Tony Zimmer, Assistant General Manager – Power Management  
651 Commerce Drive  
Roseville, California, 95678  
Telephone: (916) 781-4246  
Facsimile: (916) 783-4252  
Email: [tony.zimmer@ncpa.com](mailto:tony.zimmer@ncpa.com)

### City of Azusa

City of Azusa  
Azusa Light & Water Department  
Attn: Manny Robledo, Electric Utility Director  
729 N. Azusa Avenue  
P.O. Box 9500  
Azusa, California 91702-9500  
Telephone: (626) 812-5219  
Facsimile: (626) 334-3163  
Email: <mailto:gmorrow@ci.azusa.ca.us> [mrobledo@azusaca.gov](mailto:mrobledo@azusaca.gov)

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District  
Attn: Connee Lloyd  
300 Lakeside Drive, 16<sup>th</sup> Floor  
Oakland, California 94612-3534  
Telephone: (510) 464-6435 or (510) 915-2509  
Facsimile: (510) 464-6118  
Email: [clloyd@bart.gov](mailto:clloyd@bart.gov)

<mailto:>

Modesto Irrigation District

Modesto Irrigation District  
Attn: James McFall, Resource Planning and Development Manager  
P.O. Box 4060  
1231 Eleventh Street  
Modesto, California 95352  
Telephone: (209) 526-1521  
Facsimile: (209) 526-7575  
Email: [jamesm@mid.org](mailto:jamesm@mid.org)

California Department of Water Resources:

Department of Water Resources  
Attention: Ghassan ALQaser, Chief of Power Planning and Risk Office  
2135 Butano Drive, Suite 100  
Sacramento, California 95835  
Telephone: (916) 574- 1362  
Facsimile: (916) 574-0660  
Email: [Ghassan.ALQaser@water.ca.gov](mailto:Ghassan.ALQaser@water.ca.gov)

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC  
Attn: Bob Marshall, General Manager  
73233 Highway 70  
Portola, California 96122-7064  
Telephone: (530)832-4261  
Facsimile: (530)832-6070  
Email: [marshall@psln.com](mailto:marshall@psln.com)

City of Biggs

City of Biggs

Attn: Mark Sorensen, City Administrator  
465 "C" Street  
P.O. Box 307  
Biggs, California 95917-0307  
Telephone: (530) 868-5493  
Facsimile: (530) 868-5239  
Email: [biggs1@biggs-ca.gov](mailto:biggs1@biggs-ca.gov)

#### City of Gridley

City of Gridley  
Attn: Paul Eckert, City Administrator  
685 Kentucky Street  
Gridley, California 95948-2117  
Telephone: (530) 846-3631  
Facsimile: (530) 846-3229  
Email: [mailto: eckert@gridley.ca.us](mailto:eckert@gridley.ca.us)

#### City of Healdsburg

City of Healdsburg  
Attn: Terry Crowley, Electric Utility Director  
401 Grove Street  
Healdsburg, California 95448  
Telephone: (707) 431-3340  
Facsimile: (707) 431-2710  
Email: [tcrowley@ci.healdsburg.ca.us](mailto:tcrowley@ci.healdsburg.ca.us)

#### City of Lodi

City of Lodi  
Attn: Melissa Price, Interim Utility Director  
1331 S. Ham Lane  
Lodi, California 95242  
Telephone: (209) 333-6811 or (209) 639-1543  
Facsimile: (209) 333-6839  
Email: [mprice@lodi.gov](mailto:mprice@lodi.gov)

#### City of Lompoc

City of Lompoc  
Attn: Charles Berry  
100 Civic Center Plaza  
P.O. Box 8001  
Lompoc, California 93438-8001

Telephone: (805) 875-8299 (switchboard)  
Facsimile: (805) 875-8399  
Email: [c\\_berry@ci.lompoc.ca.us](mailto:c_berry@ci.lompoc.ca.us)

### Silicon Valley Power

Silicon Valley Power  
Attn: Steve Hance, Senior Electric Division Manager  
1500 Warburton Avenue  
Santa Clara, California 95050  
Telephone: (408) 615-6691  
Facsimile: (408) 249-0217  
Email: [shance@svpower.com](mailto:shance@svpower.com)

### City of Ukiah

City of Ukiah  
Attn: Mel Grandi, Utility Director  
300 Seminary Avenue  
Ukiah, California 95482  
Telephone: (707) 463-6295 or (209) 747-0546  
Facsimile: (707) 463-6740  
Email: [mgrandi@cityofukiah.com](mailto:mgrandi@cityofukiah.com)

### Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority  
Attn: Bruce McLaughlin  
Cameron – Daniel, PC950 Reserve Drive, Suite 160  
Roseville, CA 95678  
Telephone: (916) 531-5566 (direct)  
Email: [bcm@cameron-daniel.com](mailto:bcm@cameron-daniel.com)



## Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

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**Date:** February 8, 2021  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Revision to Exhibit 5 of PMOA Agreement Schedule 1.00

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### Proposal

Adopt revision of PMOA Exhibit 5 of Schedule 1.00 for annual 2021 CAISO Grid Management Charge (GMC) rates related to the Market Services Charge and System Operations Charge.

### Background

The CAISO recovers its cost through unbundled grid management charges (GMC) composed of three volumetric charges and five associated fees and charges assessed to market participants. Each unbundled service has a corresponding service rate. With respect to the LEC Project, two of the CAISO's volumetric grid management rates, the Market Services Charge and System Operations Charge categories, are used as inputs into the Economic Operations bid calculation defined in Agreement Schedule 1.00 to the LEC PMOA (Project Management and Operations Agreement).

The CAISO completed its 2021 budget stakeholder process based on a slightly lower revenue requirement and had previously conducted a cost of service study in 2020 that resulted in a reallocation of costs between the system operations and market services categories.

The 2021 GMC rates applicable to the bid calculation for the LEC Project are reflected in the table below. These rates became effective on January 1, 2021.

Charge Code	CAISO GMC Charge Code Name	2020 Rate	2021 Rate	Difference	Unit of Measure
4560	GMC - Market Services Charge	\$0.0994	\$0.1485	\$0.0491	Awarded Schedules (MWh)
4561	GMC - System Operations Charge	\$0.2788	\$0.2043	(\$0.0745)	Metered Energy (MWh)
		\$0.3782	\$0.3528	(\$0.0254)	

The market services charge is assessed to the LEC Project based on awarded CAISO energy and ancillary service schedules while the system operations charge is based on metered generation quantities. NCPA includes these GMC rates into the Economic Operations bid calculation indicated in Agreement Schedule 1.00 under the defined term 'CAISO GMC' in order to internalize these costs in the awarded energy bid amount.

Fiscal Impact

There is no fiscal impact on an overall basis to Participants as these costs will be included in the Economic Operations bid calculation in order to achieve economic awards.

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC pass a motion authorizing adopting the revised PMOA Exhibit 5 of Schedule 1.00 for the revised annual 2021 CAISO Grid Management Charge (GMC) rates.

Submitted by:



ROBERT W. CARACRISTI

Manager,  
Information Services and Power Settlements

Attachments: (1)

- PMOA Agreement Exhibit 5 of Schedule 1.00

## EXHIBIT 5

### CAISO Charges

The CAISO Charges component used to determine Economic Operations is calculated as shown in the table below:

Market Charge Code	CAISO Charge Code Name	Rate	Unit of Measure
4560	GMC - Market Services Charge	\$ <del>.0994</del> .1485	per MWh
4561	GMC - System Operations Charge	\$ <del>.2788</del> .2043	per MWh
Total GMC Amount		<u>\$ <del>.3782</del>.3528</u>	per MWh

Schedule 1.00 Exhibit 5

LEC Project Management and Operations Agreement

PPC Approved

Effective ~~10-01-2020~~01-01-2021