



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: August 7, 2019
Subject: August 12, 2019 Lodi Energy Center Project Participant Committee Meeting
Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations
Time: 10:00 a.m.

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 106 Polo Rd Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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

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 July 8, 2019 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for July 2019 – (Jeremy Lawson)

5. Market Data Report for July 2019 – Verbal Report (Zakary Liske)

6. Monthly Asset Report for June 2019 – (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 July 2019 – Accept by all Participants

9. Financial Report for July 2019 – 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. Brenntag Pacific, Inc. MTS** – Staff is seeking a recommendation for approval of a five-year Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. for purchase of chemicals, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA.
- 12. IEC Corporation MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Integrated Engineers & Contractors Corporation dba IEC Corporation for energy related consulting services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 13. 2020 LEC Outage Schedule** – Staff is seeking a recommendation for approval of the 2020 LEC outage schedule

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 14. PG&E Negotiated Gas Transmission Rate Agreement** – Staff is seeking a recommendation for approval of the PG&E Negotiated Gas Transmission Rate Agreement.
- 15. Appointment of a New Chairperson for LEC PPC Committee** – Election of new Chairperson to conduct the business of the LEC Project Participant Committee.
- 16. Appointment of a New Vice Chair for LEC PPC Committee** – Election of new Vice Chair to conduct the business of the LEC Project Participant Committee.

INFORMATIONAL/ DISCUSSION ITEMS

- 17. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: Monday, September 9, 2019 at 10:00 a.m.

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.



651 Commerce Drive
Roseville, CA 95678

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

LEC PPC Meeting Minutes

Date: July 8, 2019

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 10:03am by Chairman Martin Caballero. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	7	85.1858%
Absent	6	14.8142%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

July 08, 2019

Public Forum

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

3. Meeting Minutes

The draft minutes from the June 10, 2019 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 7/8/2019

Motion: The PPC approves the minutes from the June 10, 2019 Regular Meeting as presented or *including any edits discussed at today's meeting.*

Moved by:

Lodi

Seconded by:

CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Abstain	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	59.4358%
Total Noes	0	0.0000%
Total Abstain	1	25.7500%
Total Absent	6	14.8142%
Result:	Motion Passed	

MONTHLY REPORTS

4. Operational Reports for June 2019

Jeremy Lawson presented the Operational Report for June 2019. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. Jeremy Lawson mentioned the upcoming outages for 2020-2022 are still on track. Jeremy discussed the three curtailments that affected LEC's deviations in June 2019. During the cold start, the plant tripped by the HRH outlet temperature. The Benson boiler mode's logic, from the recent DCS upgrade, and the weather forecast calculator affected the hot and warm starts. Jeremy confirmed the logic issues have been resolved.

The operational report reflected monthly production of 20,679 MWH, 85 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 9.50%. There was 1 hot start, 1 warm start, and 1 cold starts during the month.

5. Market Data Report for June 2019

Zackary Liske presented the operating and financial settlement results for the month. LEC was committed to CAISO 5 out of 30 available days. There were two short afternoon runs and one long run for about 3 days straight in the month of June. Chairman Martin Caballero wanted to know why the spring reserve assessment did not pass. Zackary explained the curtailments explained in Jeremy's June 2019 Operation Reports and the assessment will be retested in a few weeks.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for May 2019. Michael reported that the snowmelt from Hydro production, does not cover LEC's startup costs, making it not suitable to run LEC. He compared this activity against two previous years and LEC ran similarly. Michael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for June 2019. 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 8-14)

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

Date: 7/8/2019

Motion: **The PPC approves the Consent Calendar items consisting of agenda items no. 8. Treasurer's Report for June 2019; 9. Financial Report for June, 2019; 10. GHG Reports (excerpted from Monthly ARB); 11. Airgas USA, LLC MTEMS not to exceed \$1,000,000 for purchase of CEMS EPA gases, for use at all facilities owned and/or operated by NCPA. 12. Hudson Mechanical, Inc., MTGSA**

not to exceed \$1,000,000 to provide general T&M maintenance services related to project support for use at all facilities owned and/or operated by NCPA, Members, SCPPA/SCPPA Members. **13.** Update to PMOA Schedule 6.00 seeking approval for a revised Schedule 6.00 of the Project Management and Operations Agreement, updating contact information for various Project Participants. **14.** Review of insurance brokerage service RFP results and seek a recommendation for approval of a CSA with Aon Insurance.

Moved by:
Seconded by:

Azusa
CDWR

Discussion:

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

BUSINESS ACTION ITEMS

None.

INFORMATIONAL ITEMS

15. LEC Negotiated Gas Rate Agreement

Ken Speer presented an update on the progress for the fixed and variable components in the PG&E negotiations. A late fee will be implemented once the rate case is finalized.

16. Additional Operational Updates

Chairman Martin Caballero mentioned he will be stepping down as the PPC Chairman. In the interim, Brock Costalupes will be the Chairman, and Martin Caballero will be the Vice Chairman. Martin asked the committee to bring proposals for a new Chairman and Vice Chairman to the next meeting in August.

Adjournment

The next regular meeting of the PPC is scheduled for Monday August 12, 2019 at 10:00am.

The meeting was adjourned at 10:36am.

Submitted by: Melissa Conrad

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 08/12/2019

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

- 7-6-19 LEC (12hours) o/s for closed cooling water valve repairs OMS 7439803

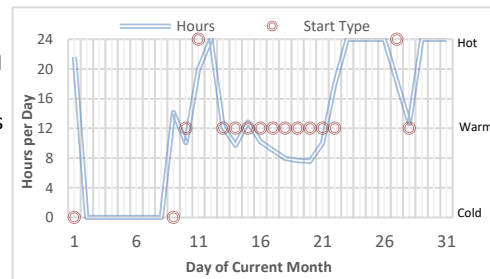
Planned Outage Summaries:

- 2020 MAY – CT Main Transformer Replacement
- 2021/2022 CT – Major Inspection (6 weeks outage)

Generating Unit Statistics:**Date:**

7/1/2019

1. Monthly Production	98,350	MWH
2. Productivity Factor		
a. Service Hours	394	Hours
b. Service Factor	53.0%	%
c. Capacity Factor @ 302MW Pmax	43.8	%
3. Equivalent Operating Availability (EOA)	100.0	%
4. Forced Outage Rate (FOR)	0.0	%



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	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	7,000	0.42%	5,565	\$646
Seg. 4 250 - 275	7081	6,988	-1.31%	76,556	-\$28,357
Seg. 5 225 - 250	7130	7,056	-1.04%	8,269	-\$2,460
Seg. 6 200 - 225	7200	7,141	-0.82%	2,779	-\$655
Seg. 7 175 - 225	7450	7,437	-0.17%	1,864	-\$95
Seg. 8 165 - 175	7760	7,831	0.91%	579	\$164
	7,164	7,242	-0.34%	95,611	-\$30,757

6. AGC Control Deviation

MW Range	High Dev MWH	Low Dev MWH	Total Dev MWH	Cost \$
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	0	0	\$0
Seg. 3 275 - 284	25	-7	32	\$906
Seg. 4 250 - 275	313	-100	412	\$11,525
Seg. 5 225 - 250	44	-23	67	\$1,878
Seg. 6 200 - 225	17	-21	38	\$1,088
Seg. 7 175 - 225	9	-36	45	\$1,350
Seg. 8 165 - 175	2	-2	4	\$120
	410	-189	598	\$16,866

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	2	12	2
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	50	69	182
Start Time Deviation (%)	-34%	-38%	-9%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	989	1,398	3,741
Fuel Deviation (%)	-24%	-22%	7%
Costs of Fuel Deviations (\$)	-\$2,486	-\$19,275	\$1,929

Definitions:

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



LEC PPC Meeting

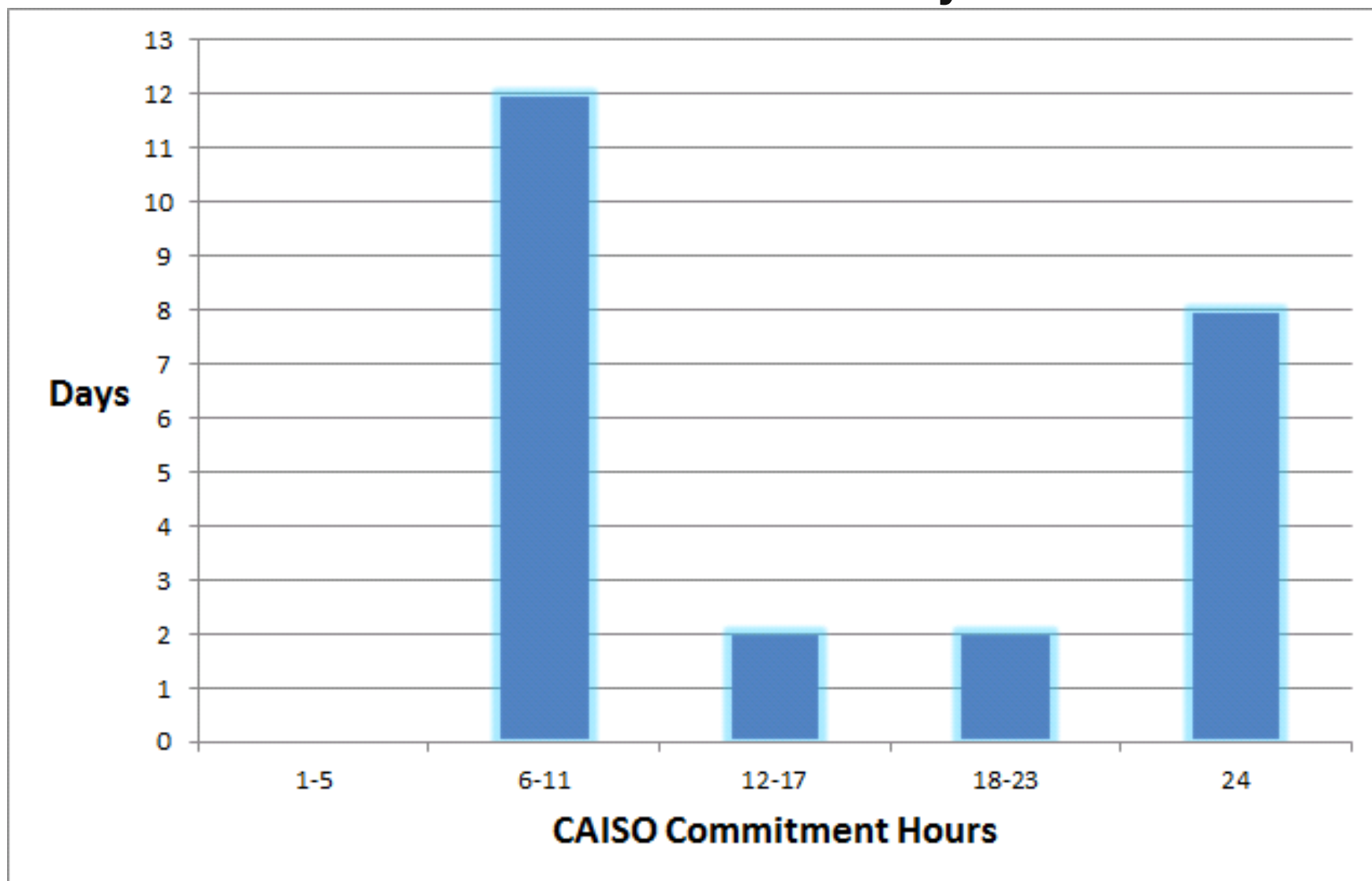
August 12, 2019

July 2019 Market Financial Results

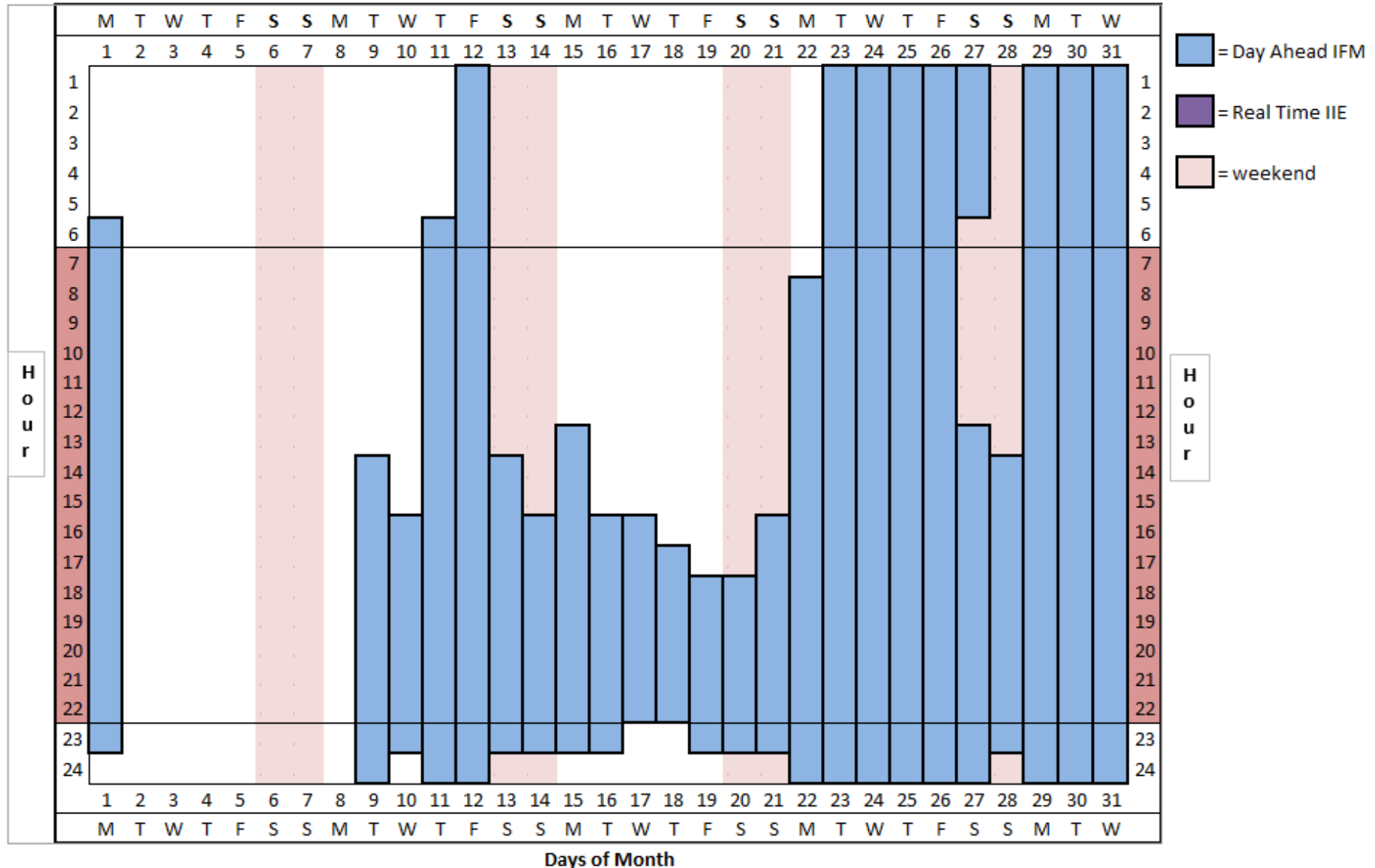
LEC Operational Results for July 2019

- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 98.7% - Monthly Assessment Flexible Performance
 - Vs
 - 96.5% Availability Standard
- RAAIM Incentive Payment amounts:
 - \$15,800 for Generic RA based on claimed 175.31 mw
 - \$770 for Flexible RA based on claimed 39.28 mw
- LEC was committed by CAISO for Market energy 24 of 31 available days
 - 0 days not committed due to planned/forced outage
 - 7 days not committed due to economics

Frequency Tabulation of Daily CAISO commitment hours for July 2019

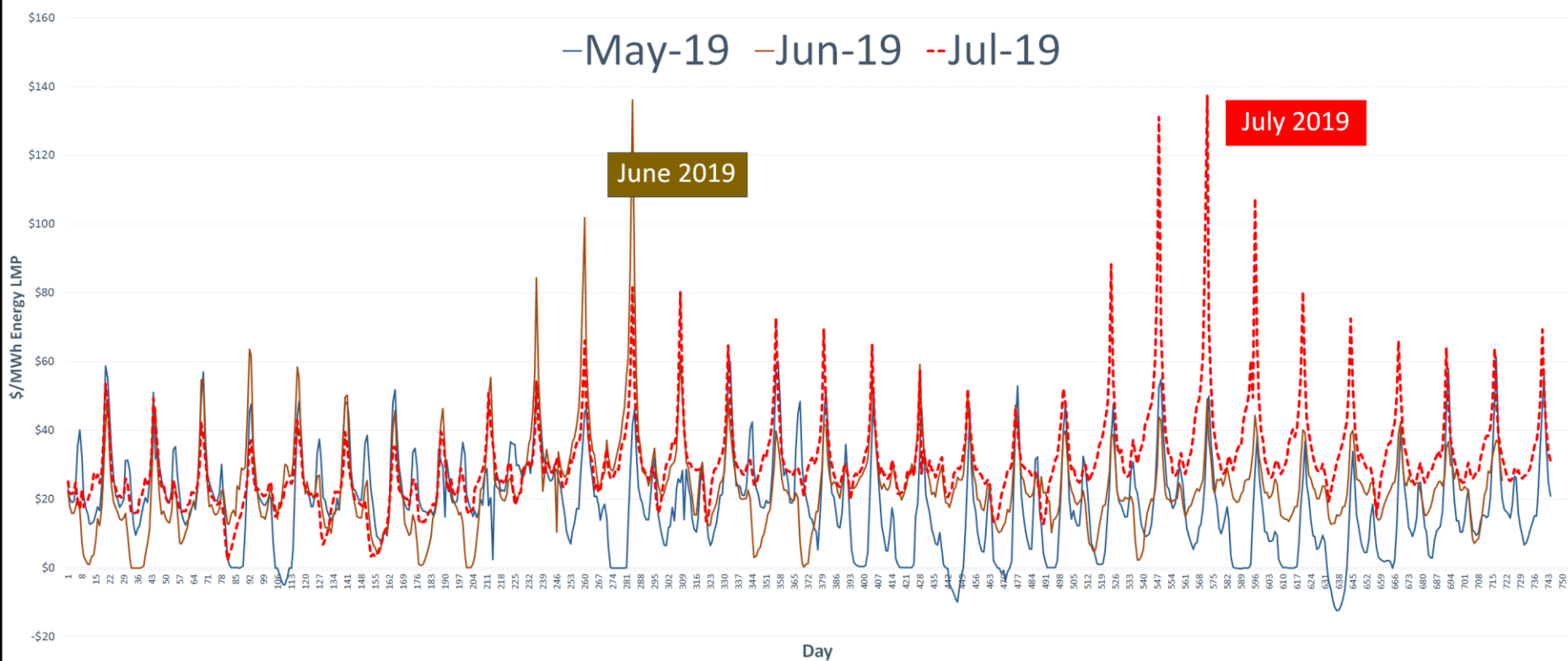


Daily CAISO Commitment Runs for July 2019

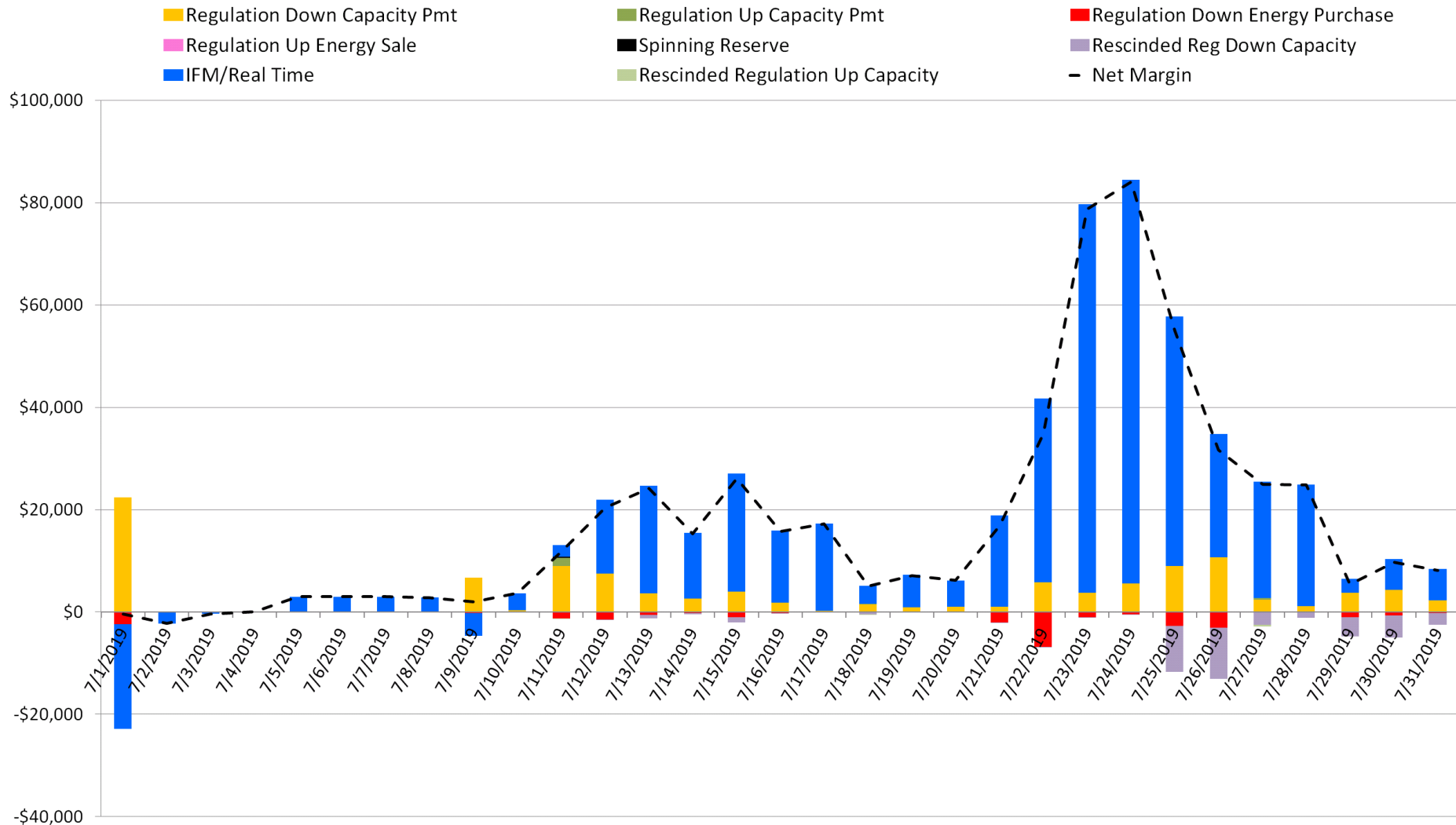


July 2019 Day Ahead Energy LMP values strengthen as temps increase

LEC PROJECT HOURLY DAY AHEAD LMP VALUES FOR May 2019 through July 2019



July 2019 LEC Daily Margin Profile by Product



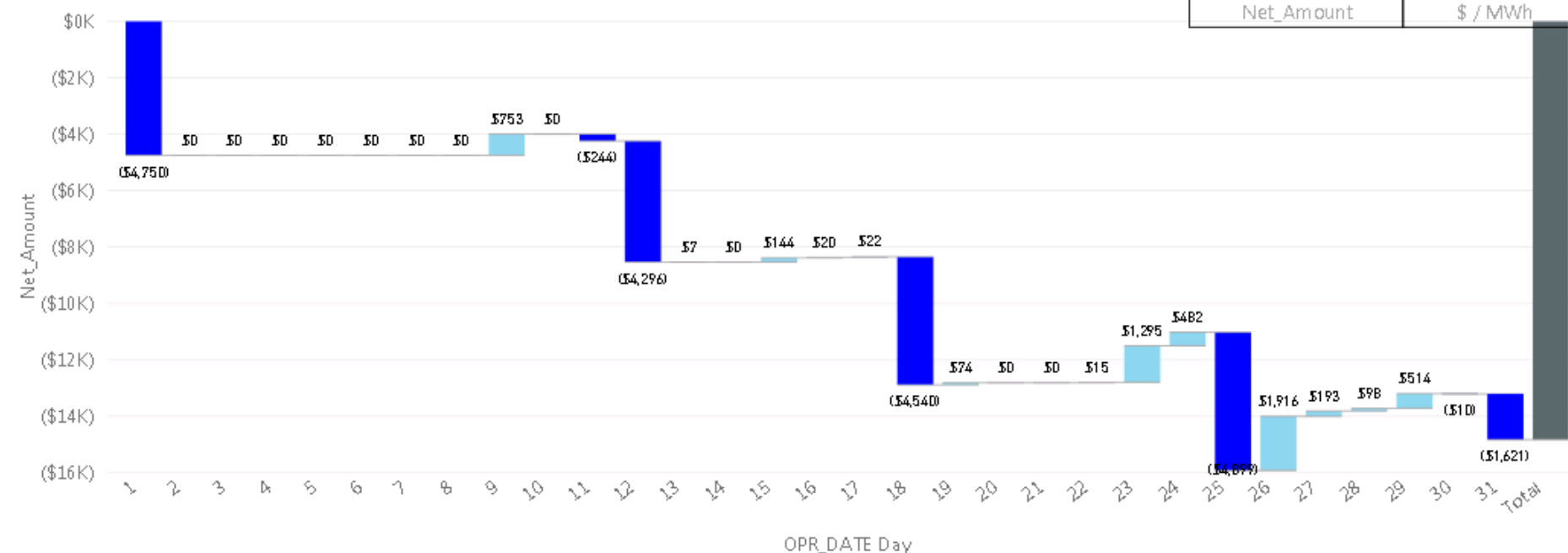
July 2019 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	3,815,400	
Regulation Up Capacity	\$	2,000	
Regulation Down Capacity	\$	111,100	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 3,928,500
LEC CAISO GMC Costs	\$	(39,800)	
CAISO Energy & Capacity Buyback Costs	\$	(132,600)	
Total Monthly LEC Fuel Cost	\$	(2,210,600)	
Total Monthly GHG Obligation	\$	(664,700)	
Variable Operations & Maintenance Cost	\$	(309,800)	
Total Costs			\$ (3,357,500)
Net Cumulative Monthly Margin			\$ 571,000
Average Margin \$/MWh	\$		5.8

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

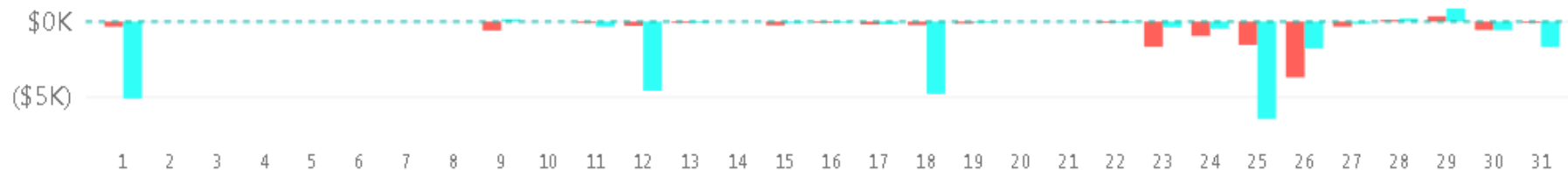
Net_Amount by Day

● Increase ● Decrease ● Total



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

Cost of Loss Component

\$32.5K

Net_Amount

\$0.33

\$ / MWh



NP15_Cost and LEC_Cost by Day

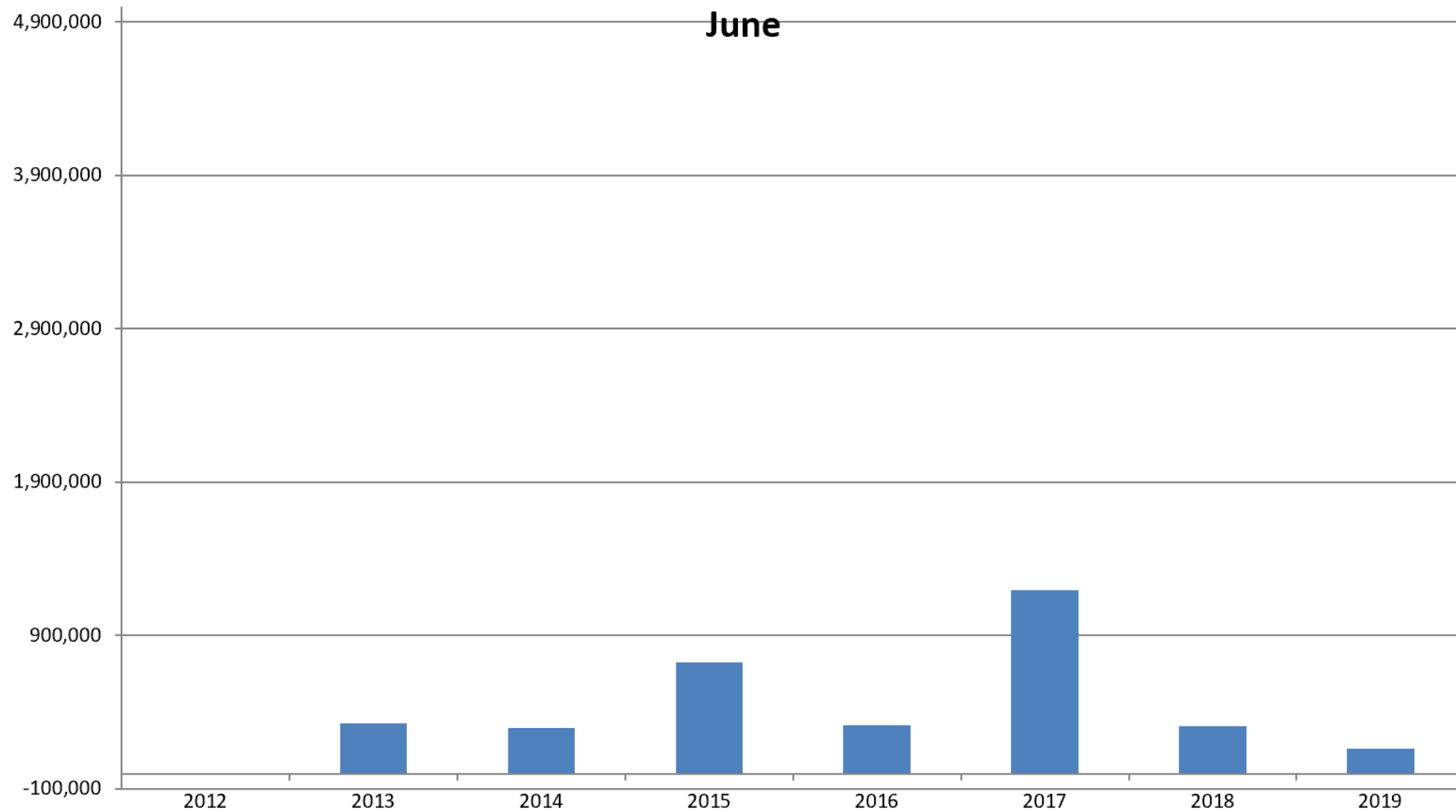
● NP15_Cost ● LEC_Cost



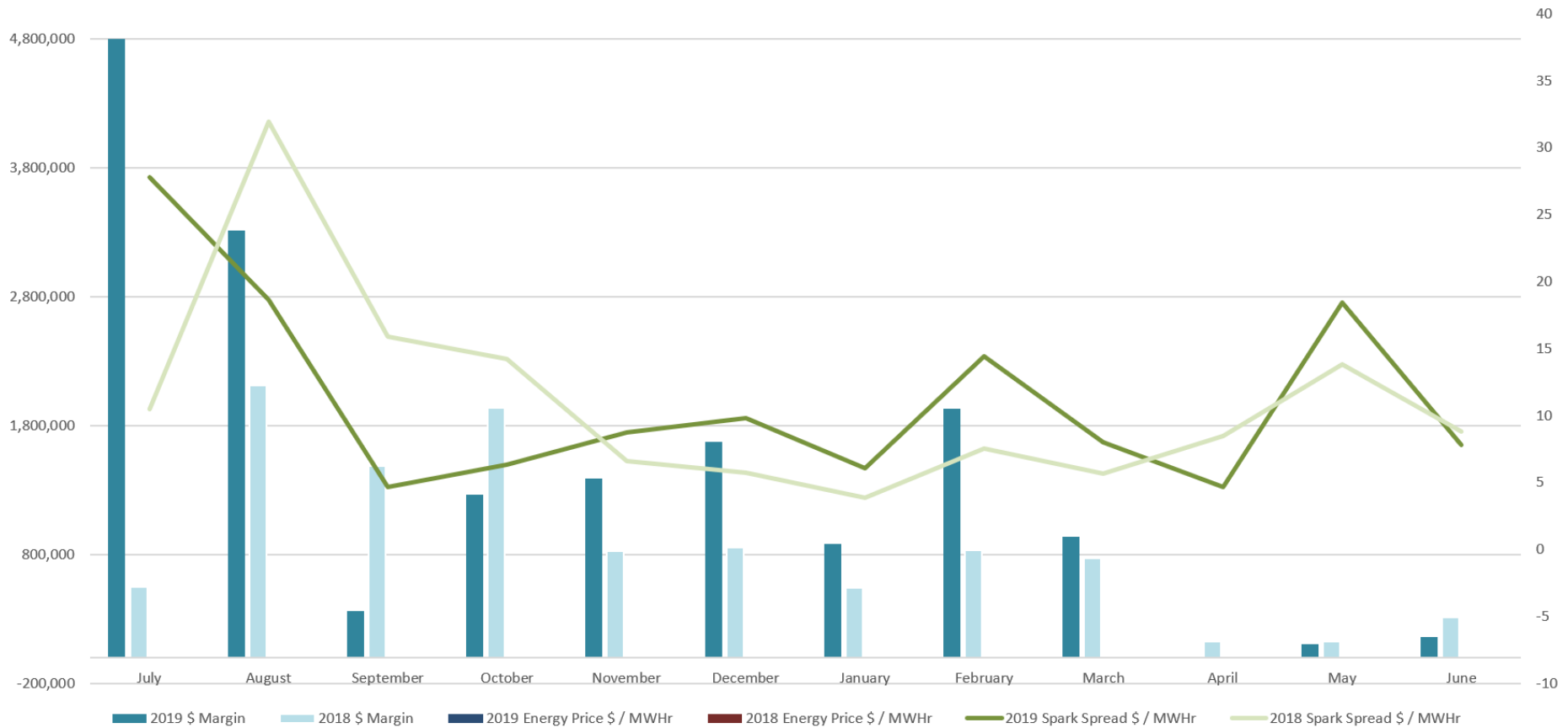
June Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	856,917	5,296,227	1,646,113	(4,439,310)	-84%	High hydro caused less than forecast operation
VOM	808,744	4,441,936	1,571,430	(3,633,192)	-82%	
Fixed	1,401,678	798,347	798,347	603,331	76%	Labor Accrual
Projects	121,759	121,759	121,759	0	0%	
A&G	309,244	212,587	212,587	96,657	45%	
Debt	2,173,321	2,173,321	2,173,321	0	0.00%	
Net Cost	(3,957,829)	(2,451,723)	(3,231,330)	(1,506,106)	61%	
Net Annual Cost		(31,958,573)	(33,714,242)	\$1,755,669		
				Below budget by 5.21%		

Historical Margins



Historical Monthly Comparison



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 08/07/2019

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2019 Budget	Percent Used	Comments
VOM	5,762,637	5,660,582	2,618,769	8,084,394	13,299,544	8,062,162	6,445,004	8,277,549	4,872,319	126,388	1,147,880	878,490	65,235,719	45,870,926	142.2%	
Capacity Factor	83%	79%	36%	89%	73%	74%	65%	66%	53%	1%	2%	10%	52%	53%	98.8%	
Fuel Consumed (mmBTU, estimated)	1,236,043	1,270,941	562,033	1,395,938	1,121,029	1,221,270	1,048,116	946,090	847,476	10,731	48,700	151,412	9,859,779	8,933,236	110.4%	
Avg Fuel Cost (\$/mmBTU)	3.43	3.75	3.60	4.16	5.49	5.61	4.12	7.67	4.71	3.67	3.71	4.18	4.69	3.61	129.9%	
Power Produced (MWHr, estimated)	172,951	177,829	77,574	199,701	158,585	170,578	146,029	133,886	117,768	1,241	5,500	20,677	1,382,319	1,304,122	106.0%	
Avg Power Price (\$/MWHr)	61.06	54.29	40.01	44.64	56.65	58.78	44.82	78.15	51.22	48.15	61.68	41.43	54.65	39.19	139.4%	
Operations / Variable / LTSA	451,014	-221,653	98,129	1,036,939	6,153,720	130,265	1,165,839	142,278	83,679	76,310	917,695	30,006	10,064,221	4,733,381	212.6%	
Fuel (estimated)	4,238,046	4,768,310	2,024,022	5,809,467	6,153,720	6,849,954	4,318,259	7,257,386	3,993,158	39,329	180,699	633,026	46,265,377	33,092,116	139.8%	
AB32 GHG Offset (estimated)	1,003,831	1,038,008	463,974	1,152,683	925,158	1,010,485	904,012	824,049	746,979	10,269	47,046	145,712	8,272,207	7,494,769	110.4%	
CA ISO Charges (estimated)	69,746	75,916	32,643	85,305	66,947	71,458	56,894	53,836	48,503	479	2,440	69,746	633,914	550,660	115.1%	
Routine O&M (Fixed)	869,905	798,878	1,084,701	752,948	726,713	1,032,679	1,106,029	1,018,057	967,816	1,362,091	1,213,145	1,401,678	12,334,640	11,428,728	107.9%	
Maintenance / Fixed	287,217	220,480	343,484	265,716	186,096	226,813	258,802	436,618	294,646	588,553	682,559	466,117	4,257,101	3,443,662	123.6%	HRSG, Critical Valves, Expansion Joint, HVAC, Fire System
Administration	4,265	1,807	34,753	4,025	4,187	5,421	3,556	4,679	4,373	9,231	4,868	16,589	97,754	205,529	47.6%	
Mandatory Costs	36,157	65,583	36,735	13,580	18,450	13,850	10,855	63,577	32,797	28,551	26,848	45,545	392,528	298,336	131.6%	Injection Well
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	421,755	367,483	538,453	346,372	387,504	403,969	358,287	382,426	515,489	564,867	361,670	715,353	5,363,628	5,284,165	101.5%	
Insurance	0	0	0	-1,713	0	243,655	340,879	0	0	1,280	0	0	584,101	625,976	93.3%	
Power Management & Settlements	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	1,446,132	1,446,134	100.0%	
Other Costs	0	23,014	10,765	4,457	9,965	18,460	13,139	10,246	0	49,098	16,689	37,563	193,396	124,926	154.8%	
Projects	121,759	126,805	121,759	121,759	157,733	121,759	121,759	121,759	121,759	121,759	121,759	121,759	1,502,128	1,613,107	93.1%	
Maintenance Reserve	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	1,461,108	1,461,107	100.0%	
Operations & Maintenance Projects	0	5,046	0	0	35,974	0	0	0	0	0	0	0	41,020	52,000	78.9%	
Capital Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000	0.0%	
A&G	179,446	187,660	235,600	169,686	160,986	162,298	176,363	177,366	240,895	180,016	170,035	309,244	2,349,595	2,551,043	92.1%	
Administrative & General (Allocated)	158,787	165,944	200,474	149,491	142,070	139,507	148,289	149,570	202,432	154,634	150,035	265,492	2,026,725	2,182,080	92.9%	
Generation Services Shared	20,659	21,716	35,126	20,195	18,916	22,791	28,074	27,796	38,463	25,382	20,000	43,752	322,870	368,963	87.5%	
Total O&M Cost	6,933,747	6,773,925	4,060,829	9,128,787	14,344,976	9,378,898	7,849,155	9,594,731	6,202,789	1,790,254	2,652,819	2,711,171	81,422,082	61,463,804	132.5%	
Debt Service	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	26,079,852	26,079,852	100.0%	
Revenues	10,560,770	9,655,190	3,103,737	8,914,308	8,983,306	10,026,384	6,545,670	10,463,844	6,033,035	60,969	339,230	856,917	75,543,361	53,829,414	140.3%	
ISO Energy Sales (estimated)	10,560,770	9,655,190	3,103,737	8,914,249	8,983,306	10,026,384	6,545,670	10,463,844	6,032,593	59,751	339,230	856,552	75,541,277	52,414,938	144.1%	
Other Income	0	0	0	59	0	0	0	0	442	1,218	0	365	2,084	1,414,476		
Net	\$1,453,702	\$707,944	(\$3,130,414)	(\$2,387,800)	(\$7,534,991)	(\$1,525,835)	(\$3,476,805)	(\$1,304,208)	(\$2,343,075)	(\$3,902,606)	(\$4,486,910)	(\$4,027,575)	(\$31,958,573)	(\$33,714,242)	Below budget by 5.21%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: August 12, 2019
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended July 31, 2019

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 \$43,143.

Investments - The carrying value of the LEC's investment portfolio totaled \$27,052,753 at month end. The current market value of the portfolio totaled \$26,934,440.

The overall portfolio had a combined weighted average interest rate of 1.991% with a bond equivalent yield (yield to maturity) of 1.814%. Investments with a maturity greater than one year totaled \$11,705,000. During the month \$5,711,542 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 decreased 4 basis points (from 2.13% to 2.09%) and rates on one year T-Bills increased 5 basis points (from 1.93% to 1.98%).

To the best of my knowledge and belief, all securities held by LEC as of July 31, 2019 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

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

JULY 31, 2019

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
July 31, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 720	\$ 4,533,601	\$ 4,534,321	16.72%	\$ 4,532,069
Debt Service Reserve	-	12,424,445	12,424,445	45.85%	12,340,127
O & M Reserve	-	10,020,064	10,020,064	36.98%	9,987,601
	<u>720</u>	<u>26,978,110</u>	<u>26,978,830</u>	<u>99.57%</u>	<u>26,859,797</u>
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	74,643	74,643	0.28%	74,643
Transmission Upgrade Escrow ¹	42,423	-	42,423	0.16%	-
Participant Deposit Account	-	-	-	0.00%	-
	<u>\$ 43,143</u>	<u>\$ 27,052,753</u>	<u>\$ 27,095,896</u>	<u>100.00%</u>	<u>\$ 26,934,440</u>

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
July 31, 2019

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	INCREASE /
		(NOTE B)	(NOTE A)		(NOTE B)		(DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 1,578	\$ 1,790,634	\$ -	\$ (4,095,436)	\$ 2,171,202	\$ (132,022)
Debt Service Reserve	-	23,472	1,570,826	-	(1,594,298)	-	-
O & M Reserve	-	21,334	-	-	(21,334)	-	-
	-	46,384	3,361,460	-	(5,711,068)	2,171,202	(132,022)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	474	-	-	(474)	-	-
Transmission Upgrade Escrow ¹	-	10	-	-	-	-	10
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 46,868	\$ 3,361,460	\$ -	\$ (5,711,542)	\$ 2,171,202	\$ (132,012)

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
July 31, 2019**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 4,095,436	(1,790,634)	\$ 1,556	\$ -	\$ -	\$ 2,306,358
Debt Service Reserve	1,594,298	(1,485,826)	(3,692)	-	-	104,780
O & M Reserve	21,334	-	(62)	-	-	21,272
	<u>5,711,068</u>	<u>(3,276,460)</u>	<u>(2,198)</u>	<u>-</u>	<u>-</u>	<u>2,432,410</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	474	-	-	-	-	474
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 5,711,542</u>	<u>\$ (3,276,460)</u>	<u>\$ (2,198)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,432,884</u>

Less Non- Cash Activity

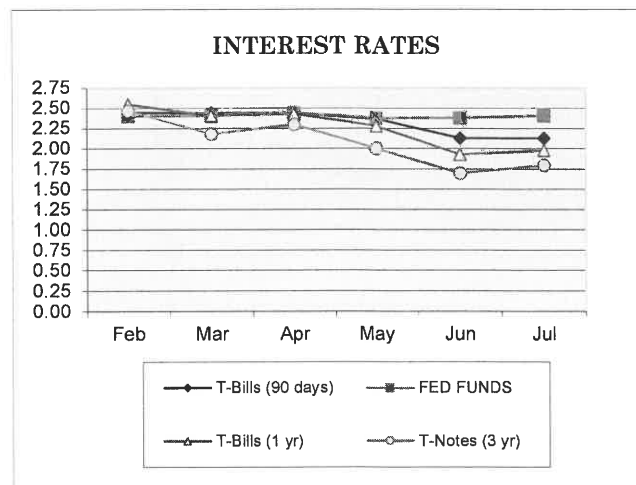
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>2,198</u>
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,435,082</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
July 31, 2019**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.991%	1.814%
Debt Service Account	1.811%	1.848%
Debt Service Reserve	2.152%	1.722%
O & M Reserve	1.868%	1.908%
GHG Cash Account	2.566%	2.566%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	2.41%	1.91%
T-Bills (90da.)	2.09%	2.00%
Agency Disc (90da.)	1.98%	2.02%
T-Bills (1yr.)	1.98%	2.42%
Agency Disc (1yr.)	1.75%	2.20%
T-Notes (3yr.)	1.80%	2.75%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
July 31, 2019**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$4,124	\$ -	\$ 8,910	\$ 11,110	\$ -	\$ 24,144	89.35%
Corporate Bonds (MTN)	-	-	-	-	-	595	-	595	2.20%
US Bank Trust Money Market	439	-	-	-	-	-	-	439	1.63%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	334	-	-	-	-	-	-	334	1.23%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct.	48	-	-	-	-	-	-	48	0.18%
U.S.Treasury Bill/Note	-	-	1,462	-	-	-	-	1,462	5.41%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 821	\$0	\$5,586	\$0	\$8,910	\$11,705	\$0	\$ 27,022	100.00%
Total Percents	3.03%	0.00%	20.67%	0.00%	32.97%	43.32%	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
07/31/2019

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	677	0.600	07/01/2013	677	12/02/2019	1	0.600	677	SYS79003	79003	677
Federal Home Loan Ba	USBT	1,120,000	1.940	07/25/2019	1,112,154	12/02/2019	123	1.980	1,112,160	313384PZ6A	26837	1,112,576
Fund Total and Average		\$ 1,120,677	1.939		\$ 1,112,831		123	1.980	\$ 1,112,837			\$ 1,113,253

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	843	0.600	07/01/2013	843	12/02/2019	1	0.600	843	SYS79004	79004	843
Federal Home Loan Ba	USBT	1,520,000	1.939	07/25/2019	1,509,352	12/02/2019	123	1.980	1,509,360	313384PZ6A	26838	1,509,925
Fund Total and Average		\$ 1,520,843	1.939		\$ 1,510,195		123	1.980	\$ 1,510,203			\$ 1,510,768

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	434,675	0.600	07/01/2013	434,675	12/02/2019	1	0.600	434,675	SYS79011	79011	434,675
Fund Total and Average		\$ 434,675	0.600		\$ 434,675		1	0.600	\$ 434,675			\$ 434,675

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	742	0.600	07/01/2013	742	12/02/2019	1	0.600	742	SYS79012	79012	742
Federal Home Loan Ba	USBT	1,181,000	1.940	07/25/2019	1,172,726	12/02/2019	123	1.980	1,172,733	313384PZ6A	26839	1,173,172
Fund Total and Average		\$ 1,181,742	1.939		\$ 1,173,468		123	1.980	\$ 1,173,475			\$ 1,173,914

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	303,000	1.939	07/25/2019	300,677	12/02/2019	123	1.980	300,879	313384PZ6A	26840	300,992
Fund Total and Average		\$ 303,000	1.940		\$ 300,877		123	1.981	\$ 300,879			\$ 300,992
GRAND TOTALS:		\$ 4,560,937	1.811		\$ 4,532,046		111	1.848	\$ 4,532,069.			\$ 4,533,602

*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 07/31/2019



Northern California Power Agency

Treasurer's Report

07/31/2019

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	469	0.600	07/01/2013	469		1	0.600	469	SYS79005	79005	469
U.S. Treasury	USB	333,000	2.000	07/25/2019	329,633	01/23/2020	175	2.048	329,713	912796TC3	26844	329,763
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	663	1.659	4,303,669	3133ECBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	742	1.699	147,590	3137EAE09	26454	148,315
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,044	1.760	4,122,304	313379Q69	26463	4,140,817
Fund Total and Average		\$ 8,943,469	1.878		\$ 9,005,056		822	1.721	\$ 8,903,745			\$ 8,979,364

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	898	0.600	07/01/2013	898		1	0.600	898	SYS79006	79006	898
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	316	1.540	2,169,625	313370E38	26455	2,178,129
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	358	1.980	147,107	313384ZU6	26845	147,136
Fund Total and Average		\$ 2,295,898	3.282		\$ 2,403,124		319	1.568	\$ 2,317,630			\$ 2,326,163

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	895	0.600	07/01/2013	895		1	0.600	895	SYS79013	79013	895
U.S. Treasury	USB	1,129,000	1.999	07/25/2019	1,117,585	01/23/2020	175	2.048	1,117,857	912796TC3	26846	1,118,024
Fund Total and Average		\$ 1,129,895	1.999		\$ 1,118,480		175	2.047	\$ 1,118,752			\$ 1,118,919
GRAND TOTALS:		\$ 12,369,262	2.152		\$ 12,526,660		669	1.722	\$ 12,340,127.			\$ 12,424,446

*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 07/31/2019

Investment #26337 FFCB Callable anytime



Northern California Power Agency
Treasurer's Report

07/31/2019

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		258,954	2.565	07/01/2013	258,954		1	2.565	258,954	SYS70047	70047	258,954
Union Bank of Califo	UBOC	48,307	0.002	07/18/2013	48,307		1	0.002	48,307	SYS70041	70041	48,307
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	309	1.550	3,600,323	3130ABJQ0	25440	3,614,698
Federal National Mig	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	334	1.300	2,977,170	3136G3UJ2	26341	3,000,000
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	1,026	2.456	600,772	90331HPC1	26822	598,106
Federal Home Loan Mt	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,693	2.990	2,502,075	3134GS5R2	26774	2,500,000
Fund Total and Average		\$ 10,017,261	1.868		\$ 10,019,503		695	1.908	\$ 9,987,601			\$ 10,020,065
GRAND TOTALS:		\$ 10,017,261	1.868		\$ 10,019,503		695	1.908	\$ 9,987,601.			\$ 10,020,065

*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 07/31/2019
Investment #26822 USB Callable on and anytime after 4/22/2022



Northern California Power Agency
Treasurer's Report

07/31/2019

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		74,643	2.565	07/01/2013	74,643		1	2.565	74,643	SYS70046	70046	74,643
Fund Total and Average		\$ 74,643	2.566		\$ 74,643		1	2.566	\$ 74,643			\$ 74,643
GRAND TOTALS:		\$ 74,643	2.566		\$ 74,643		1	2.566	\$ 74,643			\$ 74,643

*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 07/31/2019



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: August 12, 2019

To: Lodi Energy Center Project Participant Committee

Subject: July 31, 2019 Financial Reports (Unaudited)

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

		July	
		2019	2018
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$	74,169	\$ 72,868
Interest receivable		474	117
Inventory and supplies - at average cost		2,202,633	2,110,854
Prepaid insurance		220,989	207,297
Due from (to) Agency, net		21,973,696	21,559,987
TOTAL CURRENT ASSETS		24,471,961	23,951,123
RESTRICTED ASSETS			
Cash and cash equivalents		7,416,523	1,965,372
Investments		19,566,995	26,123,823
Interest receivable		86,956	80,700
TOTAL RESTRICTED ASSETS		27,070,474	28,169,895
ELECTRIC PLANT			
Electric plant in service		423,853,037	423,805,067
Less: accumulated depreciation		(97,388,653)	(82,771,669)
		326,464,384	341,033,398
Construction work-in-progress		182,398	182,398
TOTAL ELECTRIC PLANT		326,646,782	341,215,796
OTHER ASSETS			
Unamortized excess cost on advance refunding of debt, net		1,796,125	2,104,712
Regulatory assets		24,684,225	23,923,563
TOTAL OTHER ASSETS		26,480,350	26,028,275
TOTAL ASSETS	\$	404,669,567	\$ 419,365,089

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

	July	
	2019	2018
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 2,233,820	\$ 4,665,603
Operating reserves	14,752,348	13,771,228
Current portion of long-term debt	12,040,000	11,480,000
Accrued interest payable	2,332,520	2,429,403
TOTAL CURRENT LIABILITIES	31,358,688	32,346,234
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,158,808	1,717,079
Long-term debt, net	319,050,000	331,184,561
TOTAL NON-CURRENT LIABILITIES	320,208,808	332,901,640
TOTAL LIABILITIES	351,567,496	365,247,874
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	38,708,588	40,787,645
NET POSITION		
Invested in capital assets, net of related debt	(16,671,456)	(13,839,780)
Restricted	12,333,288	14,423,544
Unrestricted	18,731,651	12,745,806
TOTAL NET POSITION	14,393,483	13,329,570
TOTAL LIABILITIES AND NET POSITION	\$ 404,669,567	\$ 419,365,089

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

		One Month Ended July	
		2019	2018
SALES FOR RESALE			
Participants	\$	8,706,039	\$ 7,048,758
Other		3,941,297	10,696,044
TOTAL SALES FOR RESALE		12,647,336	17,744,802
OPERATING EXPENSES			
Operations		2,651,418	5,124,355
Depreciation		1,218,192	1,218,152
Purchased power		98,975	237,805
Maintenance		399,104	276,917
Administrative and general		357,555	369,925
Transmission		73,315	72,788
Intercompany (sales) purchases		25,000	20,659
TOTAL OPERATING EXPENSES		4,823,559	7,320,601
NET OPERATING REVENUES		7,823,777	10,424,201
OTHER REVENUES (EXPENSES)			
Interest expense		(1,190,820)	(1,229,834)
Interest income		74,011	576,740
Other		184,816	179,890
TOTAL OTHER REVENUES (EXPENSES)		(931,993)	(473,204)
FUTURE RECOVERABLE AMOUNTS		-	135,049
REFUNDS TO PARTICIPANTS		(10)	(9)
INCREASE IN NET POSITION		6,891,774	10,086,037
NET POSITION			
Beginning of year		7,501,709	3,243,533
End of period	\$	14,393,483	\$ 13,329,570

**Lodi Energy Center
FY 2020 Operating Costs
As of July 31, 2019**

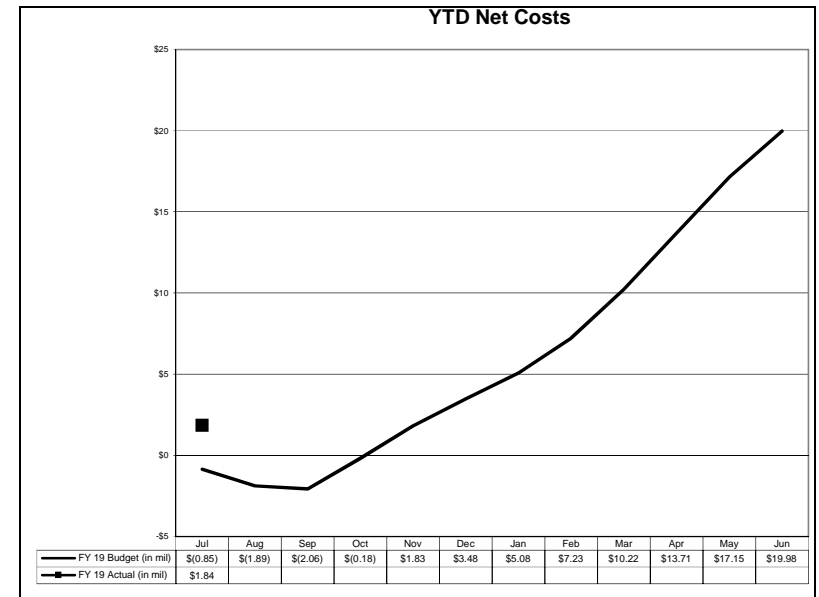
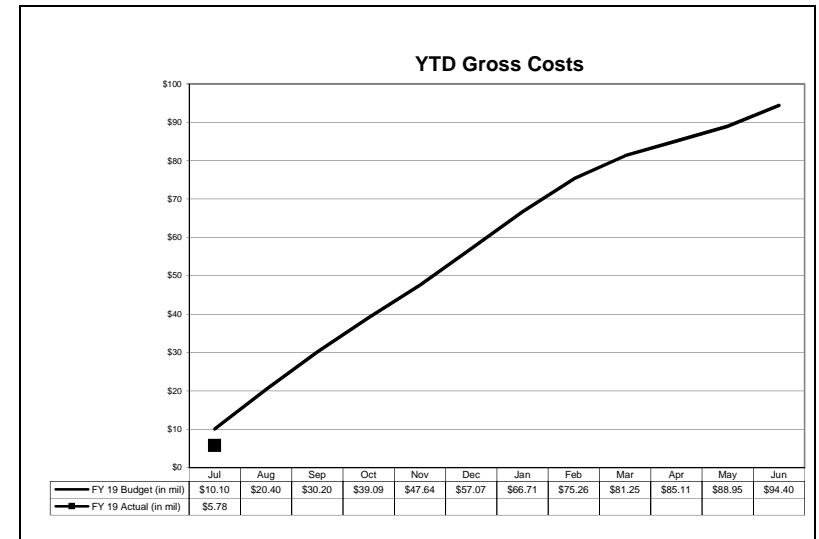
	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 5,381,629	\$ -	\$ 5,381,629	100%	A
Fixed	2,646,090	295,115	2,350,975	89%	
Administration	209,845	4,543	205,302	98%	
Mandatory Costs	304,750	32,062	272,688	89%	
Routine O&M Costs without Labor	8,542,314	331,720	8,210,594	96%	B
Labor	5,558,310	448,571	5,109,739	92%	
Total Routine O&M Cost	14,100,624	780,291	13,320,333	94%	
Other Costs					
Fuel	39,513,147	2,182,156	37,330,991	94%	
CA ISO Charges	883,969	73,315	810,654	92%	
CA ISO Purchased Energy	3,826,263	98,975	3,727,288	97%	
Debt Service	26,054,428	2,171,202	23,883,226	92%	
Insurance	674,648	56,221	618,427	92%	
Other Costs	128,792	-	128,792	100%	
Generation Services Shared	339,783	25,000	314,783	93%	
Administrative & General (Allocated)	2,105,792	150,000	1,955,792	93%	
Power Management Allocated Costs	1,439,156	119,930	1,319,226	92%	
Total O&M Cost	89,066,602	5,657,090	83,409,512	94%	
Projects					
Operations & Maintenance	920,683	-	920,683	100%	
Capital	2,915,858	-	2,915,858	100%	
Maintenance Reserve	1,496,174	124,681	1,371,493	92%	
Total Projects	5,332,715	124,681	5,208,034	98%	
Annual Cost	94,399,317	5,781,771	88,617,546	94%	
Less: Third Party Revenue					
Interest Income	385,845	-	385,845	100%	
ISO Energy Sales	72,602,551	3,827,926	68,774,625	95%	
Ancillary Services Sales	1,432,533	113,370	1,319,163	92%	
	74,420,929	3,941,296	70,479,633	95%	
Net Annual Cost to Participants	\$ 19,978,388	\$ 1,840,475	\$ 18,137,913	91%	
Total Variable Costs	49,605,008	2,354,446	47,250,562		
Total Fixed Costs	44,794,309	3,427,325	41,366,984		
	<u>\$ 94,399,317</u>	<u>\$ 5,781,771</u>	<u>\$ 88,617,546</u>		
Net Cumulative Generation (MWh)	1,599,464	98,359			
Total O&M Cost Per MWh	\$ 55.69	\$ 57.51			
Net Annual Cost Per MWh	\$ 12.49	\$ 18.71			

Footnotes:

General - The plant ran 24 days during the month.
July A&G allocation and generation services allocation are estimated.

A - Higher costs resulting from additional maintenance costs during annual outage.

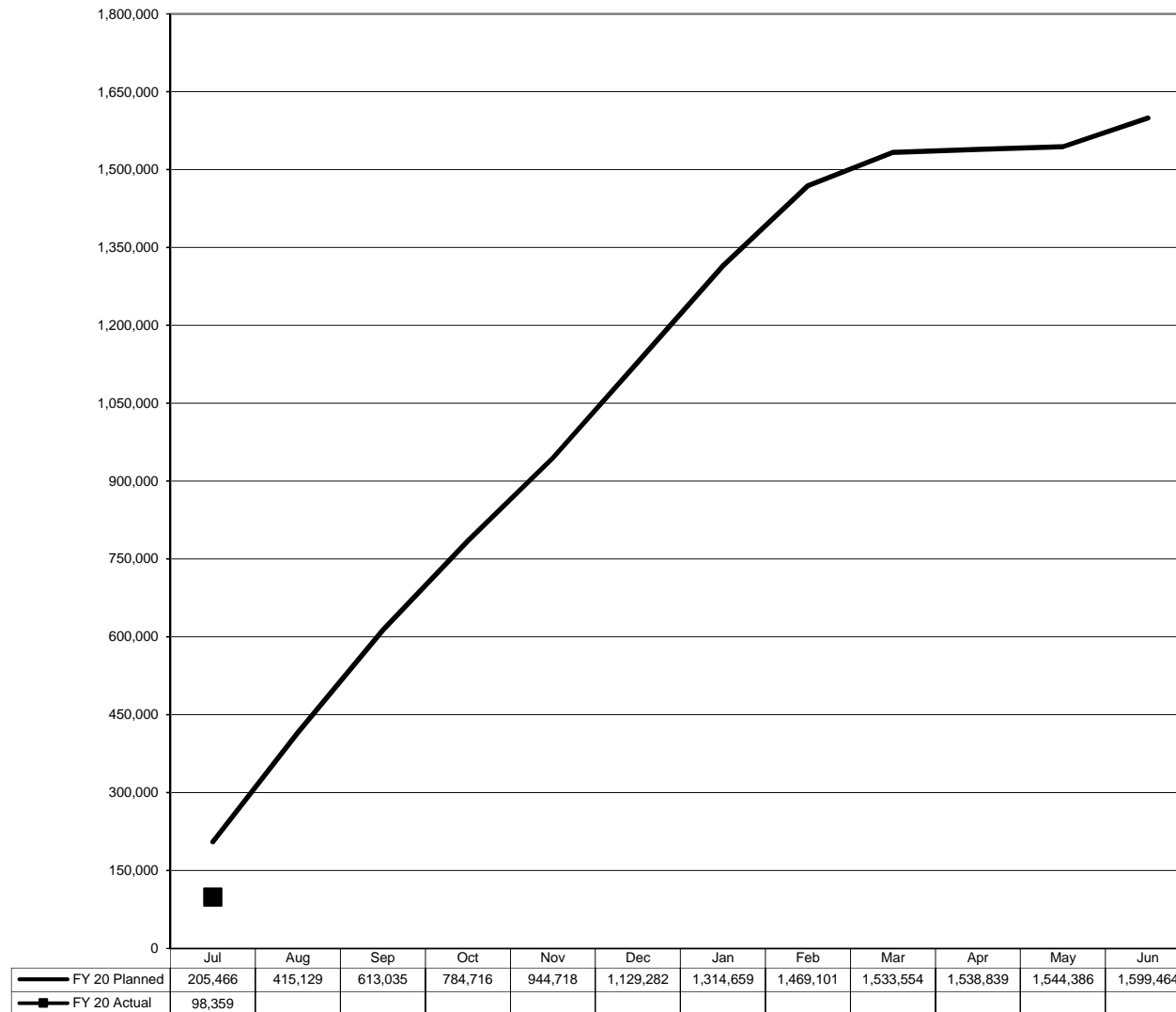
B - Higher costs due to annual permit fees payment in July.



**Annual Budget
LEC Generation Analysis
Planned vs. Actual
FY 2020**

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: August 12, 2019

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) August 2019																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	24,338	57,664	2,340	309,583	17,162	14,353	83,000	17,759	93,609	6,863	23,309	224,976	15,602	890,557		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	25,997	58,543	2,764	426,170	17,403	14,561	83,583	18,290	107,587	6,865	24,946	238,563	16,048	1,041,320		derived
MTA Shortfall (MT)	(1,660)	(879)	(423)	(116,587)	(241)	(208)	(583)	(531)	(13,978)	(1)	(1,637)	(13,587)	(446)	(150,763)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89	17.89		ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual													Compliance Year 2013		
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Charge Code	Source
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944		Forecast/Meter
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324		Forecast/Meter
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		MARS
HVAC/Water Heater (MT)													86,000			
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206		derived
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0			CITSS
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	545,133		derived
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	498,843	498,843	545,133	545,133		derived
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(128,642)	(88,815)	(82,927)	(82,927)	MTA SHORTFALL	derived

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual												Compliance Year 2014	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806	2,523,750		Forecast/Meter
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969	17,830,293		Forecast/Meter
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	0.054			MARS
HVAC/Water Heater (MT)												173.000				
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	41,170	500,265	962,471		derived
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555	823,555		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,022,890		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,022,890		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916	138,916		CITSS
Total Monthly Activity (MT)	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,069,890		derived
Cumulative MT Account Balance [MTA] (MT)	647,480	687,480	735,546	760,546	761,836	925,084	925,084	925,084	938,670	989,190	930,624	930,974	930,974	930,974		derived
MTA Shortfall (MT)	(133,916)	(114,947)	(116,667)	(120,552)	(94,208)	(237,398)	(192,242)	(165,458)	(111,504)	(88,009)	(148,239)	(107,419)	(107,419)	(107,419)	MTA SHORTFALL	derived

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual												Compliance Year 2015	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216	4,215,967		Forecast/Meter
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227	29,788,520		Forecast/Meter
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				MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,977	645,558	1,608,028		derived
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	593,540	644,517	644,517	644,517		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,633,706		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,633,706		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	824,595	0	824,595	963,511		CITSS
Total Monthly Activity (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,680,706		derived
Cumulative MT Account Balance [MTA] (MT)	972,316	972,566	1,144,666	1,159,666	1,245,666	1,352,993	1,456,993	1,483,014	1,483,014	1,541,215	716,995	717,195	717,195	717,195		derived
MTA Shortfall (MT)	(74,912)	(17,239)	(119,223)	(65,715)	(116,852)	(169,705)	(233,741)	(207,346)	(157,281)	(152,282)	(123,455)	(72,678)	(72,678)	(72,678)	MTA SHORTFALL	derived

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																	
	Actual													Compliance Year 2016	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source	
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223	4,747,190		Forecast/Meter	
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132	33,715,652		Forecast/Meter	
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				MARS	
HVAC/Water Heater (MT)																	
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	10,330	210,704	1,818,732		derived	
Cumulative MT Obligation (MT)	682,030	692,508	729,099	747,420	748,918	775,133	804,680	817,350	827,748	836,319	650,916	661,246	661,246	661,246		derived	
Compliance Instrument Participant Transfers (to LEC)																	
Auction Allowances	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287		CITSS	
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS	
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS	
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS	
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287			
NCPA Compliance Instrument Purchases (for LEC)																	
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS	
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS	
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS	
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS	
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000			
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	193,975	0	193,975	1,157,486		CITSS	
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	2,037,287		derived	
Cumulative MT Account Balance [MTA] (MT)	928,676	928,676	931,176	962,176	962,176	1,017,176	1,017,176	1,073,776	1,073,776	1,073,776	879,801	879,801	879,801	879,801		derived	
MTA Shortfall (MT)	(246,646)	(236,168)	(202,077)	(214,756)	(213,258)	(242,043)	(212,496)	(256,426)	(246,028)	(237,457)	(228,885)	(218,555)	(218,555)	(218,555)	MTA SHORTFALL	derived	

2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual												Compliance Year 2017	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	38,917	15,337	7,086	0	3,436	35,997	54,015	66,209	93,620	136,041	126,574	149,304	726,534	1,088,590		Forecast/Meter
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	29,558	266,056	403,302	464,997	675,267	969,402	901,245	1,063,441	5,249,146	7,830,656		Forecast/Meter
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	0.054			MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	16,286	6,207	3,188	0	1,595	14,358	21,764	25,094	36,441	52,314	48,636	59,229	285,110	2,103,842		derived
Cumulative MT Obligation (MT)	677,532	683,739	686,927	686,927	688,522	702,880	724,644	749,737	786,178	838,492	823,891	883,119	883,119	883,119		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	2,175,166		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total Compliance Instrument Participant Transfers (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	2,175,166		
														0		
NCPA Compliance Instrument Purchases (for LEC)														0		
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	63,237	0	63,237	1,220,723		CITSS
Total Monthly Activity (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	256,666		derived
Cumulative MT Account Balance [MTA] (MT)	879,801	879,801	884,801	884,801	884,801	884,801	884,801	884,801	951,859	951,859	909,122	1,001,443	1,001,443	1,001,443		derived
MTA Shortfall (MT)	(202,269)	(196,062)	(197,874)	(197,874)	(196,279)	(181,921)	(160,157)	(135,064)	(165,681)	(113,367)	(85,231)	(118,324)	(118,324)	(118,324)	MTA SHORTFALL	derived

2018 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
IDENTIFIER	Actual												Compliance Year 2018	Cumulative Totals	Charge Code	Source
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total		
Energy (MWh)	141,193	110,674	138,464	14,747	8,838	35,406	172,949	177,830	77,575	199,698	158,585	170,573	1,406,532	6,880,256		Forecast/Meter
Gas Schedule (MMBtu)	1,007,872	801,081	997,246	115,836	73,178	270,922	1,220,655	1,254,720	559,063	1,404,033	1,120,776	1,208,566	10,033,949	48,998,747		Forecast/Meter
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		0		MARS
HVAC/Water Heater (MT)														0		
Monthly MT Emissions (MT)	54,390	43,230	53,816	6,251	3,949	14,620	65,873	67,711	30,170	75,769	60,483	65,220	541,482	2,645,324		derived
Cumulative MT Obligation (MT)	937,509	980,739	1,034,556	1,040,807	1,044,756	1,059,376	1,125,249	1,192,960	1,223,130	1,298,898	474,886	540,106	540,106	540,106		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	4,049	33,452	26,154	598,510	2,773,676		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	4,049	33,452	26,154	598,510	2,773,676		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	884,495	0	884,495	2,105,218		CITSS
Total Monthly Activity (MT)	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	4,049	33,452	26,154	598,510	2,820,676		derived
Cumulative MT Account Balance [MTA] (MT)	1,160,543	1,160,543	1,195,483	1,212,368	1,265,820	1,301,320	1,334,552	1,474,983	1,536,298	1,540,347	689,304	715,458	715,458	715,458		derived
MTA Shortfall (MT)	(223,034)	(179,804)	(160,927)	(171,561)	(221,064)	(241,944)	(209,303)	(282,023)	(313,168)	(241,449)	(214,418)	(175,352)	(175,352)	(175,352)	MTA SHORTFALL	derived

2019 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report
for the Lodi Energy Center

IDENTIFIER	Actual						Estimated						Compliance Year 2019	Cumulative Totals
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total
Energy (MWh)	146,027	133,884	117,768	1,241	5,501	20,678	195,764	207,334	142,286	137,453	112,834	165,509	1,386,279	8,266,536
Gas Schedule (MMBtu)	1,038,014	946,354	840,962	10,778	46,907	149,686	1,519,132	1,608,912	1,104,139	1,066,638	875,595	1,284,350	10,491,468	59,490,214
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		0
HVAC/Water Heater (MT)														0
Monthly MT Emissions (MT)	56,016	51,070	45,382	582	2,531	8,078	81,980	86,825	59,585	57,561	47,251	69,310	566,172	3,211,496
Cumulative MT Obligation (MT)	596,123	647,193	692,575	693,157	695,688	703,766	785,746	872,571	932,156	989,717	1,036,968	1,106,278	1,106,278	1,106,278
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	88,838	0	0	300	183,648	20,070	20,597	0	0	0	0	0	313,453	3,087,129
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)	88,838	0	0	300	183,648	20,070	20,597	0	0	0	0	0	313,453	3,087,129
NCPA Compliance Instrument Purchases (for LEC)														
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
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	2,105,218
Total Monthly Activity (MT)	88,838	0	0	300	183,648	20,070	20,597	0	0	0	0	0	313,453	3,134,129
Cumulative MT Account Balance [MTA] (MT)	804,296	804,296	804,296	804,596	988,244	1,008,314	1,028,911	1,028,911	1,028,911	1,028,911	1,028,911	1,028,911	1,028,911	1,028,911
MTA Shortfall (MT)	(208,173)	(157,103)	(111,721)	(111,439)	(292,556)	(304,548)	(243,165)	(156,340)	(96,755)	(39,194)	8,057	77,367	77,367	77,367



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Date: August 7, 2019

Meeting Date: August 12, 2019

To: Lodi Energy Center Project Participant Committee

Subject: Brenntag Pacific, Inc. – Five Year Multi-Task Agreement for Purchase of Supplies; Applicable to the following projects: All NCPA locations

Proposal

Approve the Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. for bulk chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000.00 over five years for use at all facilities owned and/or operated by NCPA.

Background

Bulk chemical purchases are required from time to time related to project support at facilities owned and/or operated by NCPA.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time purchases are required, NCPA will bid the specific purchases consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Hill Brothers, Northstar Chemical, Thatcher Company of CA and Univar USA for similar purchases and seeks bids from multiple qualified providers whenever purchases are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the chemicals needed at the time the purchase is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$2,500,000.00 over five years, to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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 Agreement for Purchase of Supplies with Brenntag Pacific, Inc.



**MULTI-TASK
AGREEMENT FOR PURCHASE OF SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BRENNTAG PACIFIC, INC.**

This Agreement for Purchase of Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Brenntag Pacific, Inc., ("Supplier"), whose principal office is located at 10747 Patterson Place, Santa Fe Springs, CA 90670 (individually, a "Party" and together referred to as the "Parties") as of _____, 2019 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to use commercially reasonable efforts to deliver the supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, on or before the Agency's requested delivery date. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title and risk of loss shall pass as provided in Section 9.3 of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP.

Section 3. TERM AND TERMINATION OF AGREEMENT.

- 3.1** This Agreement shall begin upon the Effective Date and shall end on the later of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A pursuant to a Purchase Order issued within five (5) years of the Effective Date.
- 3.2** If at any time either Party files a petition seeking to take the benefit of any bankruptcy or insolvency proceeding, or becomes subject to such a proceeding, the other Party shall have the right, by written notice, to immediately terminate this Agreement.
- 3.3** Either Party may terminate this Agreement upon one hundred and eighty (180) calendar days prior written notice to the other Party.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to request Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods are requested to be delivered. Each Purchase Order is subject to Supplier's acceptance, provided, however, that Supplier shall have seven (7) calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier

chooses not to provide the Requested Goods. If Supplier agrees in writing to provide the Requested Goods or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. Any claim for shortage in quantity of the Goods that was reasonably discoverable upon visual inspection shall be deemed to be waived by Agency unless made in writing within thirty (30) days from the date of delivery; provided, however, that this Section 5 shall not be deemed to waive any other claims regarding a defect in the quality or identity of the Goods, which claims shall be governed by Section 8 (Warranty) of this Agreement. No action, regardless of form, arising out of the sale or delivery of Goods hereunder, may be commenced by Agency more than one (1) year after the occurrence and Agency discovery of the event giving rise to such cause of action.

Section 6. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

- 6.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 6.3 Financial Responsibility.** If, in the reasonable judgment of Supplier, the financial responsibility of Agency shall at any time become impaired, Supplier may suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt, before shipment, of payment in cash or satisfactory security for such payment.
- 6.4 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have

waived its right to collect its final payment for the Requested Goods from Agency.

Section 7. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 7.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 7.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles utilized in the transport of the Goods to the Agency's Project Site.
- 7.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury, sudden and accidental release and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage required hereunder.
- 7.4 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 7.5 All Policies Requirements.**
- 7.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary to the extent of Supplier's indemnification obligations in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.
- 7.5.2 Notice of Reduction in or Cancellation of Coverage.** With regard to any insurance policies required under this Agreement, Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation

where such policies will not be replaced with like coverage or materially adverse reduction in scope or amount of the insurance required under this Agreement.

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

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

Section 8. WARRANTY. Upon delivery, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are not subject to any liens or encumbrances; and meet the specifications of Agency, and, if none, then the manufacturer's specifications. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other applicable codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all within industry standards expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WARRANTY WITH RESPECT TO THE RESULTS OBTAINED OR OBTAINABLE FROM THE USE OF ANY GOODS SUPPLIED BY SUPPLIER HEREUNDER. Moreover, if, during the period (i) twelve (12) months from delivery or (ii) the shelf life of the Goods, if stated in writing to be less than twelve (12) months, the Goods provided by Supplier under this Agreement fail to comply with this Section 8, Supplier shall, upon any reasonable written notice from Agency, and provided that (a) Agency's account with Supplier is current and in good standing, as provided under Section 6.2 of this Agreement (ii) Agency has properly stored the Goods in accordance with Supplier's or manufacturer's written instructions, (iii) provided Supplier a sample for testing and (iv) subject to Section 5, replace or repair the same to Agency's reasonable satisfaction.

Section 9. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

9.2 Scope. Subject to the limitations of liability set forth elsewhere herein, Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees,

agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation reasonable costs and fees of litigation), judgments and causes of action of every nature to the extent directly and proximately caused by: (i) any negligent acts or omissions or willful misconduct by Supplier, its officers, officials, agents, and employees, (ii) Supplier's violation of law, or (iii) Supplier's breach of this Agreement.

- 9.3 Transfer of Title and Risk of Loss.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by Agency. In the event a spill, leak, discharge or release directly and proximately caused by Supplier or results from Supplier's transfer to but excluding the integrity of Agency's storage tanks requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier or Agency be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site, Supplier agrees to remediate, remove or cleanup Agency's Site to the extent the leak, spill or release was directly and proximately caused by Supplier or resulted from the Supplier's transfer operation to Agency storage tanks to the standard required by and may include receiving a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 11. FORCE MAJEURE. Neither Party shall be liable in damages or otherwise, for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond that Party's reasonable control. Notwithstanding anything contained or implied in this Agreement, neither Party shall be required to perform at an economic loss to overcome a force majeure or settle a labor dispute against its will in the performance of its obligations hereunder. If any force majeure event continues for more than thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party.

Section 12. MISCELLANEOUS PROVISIONS.

- 12.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein. No provision of any Purchase Order or other document issued by either Party will alter or add to the terms of this Agreement (other than general commercial terms that vary from Purchase Order to Purchase Order such as

quantity, price, desired delivery date and delivery location), and any such provision or modification will be void and of no effect. No modification of this Agreement shall be effected by the Parties' course of dealing, usage, or trade custom.

- 12.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 12.3 Compliance with Applicable Law.** Both Parties shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 12.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 12.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 12.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld, conditioned or delayed. Agency may not assign this Agreement without Supplier's prior credit approval, which approval shall not be unreasonably withheld, conditioned or delayed.
- 12.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California, without reference to its conflict of laws rules, and venue shall lie in the state or federal courts or both located in Placer County or in the county to which the Goods are delivered.
- 12.8 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.
- 12.9 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.
- 12.10 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. No waiver shall be effective unless it is in writing and signed by the Party against whom the waiver is sought to be enforced.

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

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

Supplier 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.*

12.13 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his designee or successor, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

12.14 Notices. Any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (i) certified or registered mail, return receipt requested, (ii) nationally recognized overnight delivery service, or (iii) personal delivery. For any notice relating to a breach or termination hereof to be effective against Supplier, a copy of such notice shall be sent to Brenntag North America, Inc., 5083 Pottsville Pike, Reading, PA 19605, Attention: General Counsel. Notice shall be effective on the date on which it is actually received or refused by the addressee. Notices shall be sent to the addresses specified below, which the Parties agree to promptly update as necessary.

Any written notice to Supplier shall be sent to:

Brenntag Pacific, Inc.
10747 Patterson Place
Santa Fe Springs, CA 90670

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

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

- 12.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
- 12.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 12.15.3** 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 after thirty (30) days of legal counsel's involvement, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 12.15.4** The mediation process shall provide for the selection by both Parties within fifteen (15) days of the failure of resolution by legal counsel of a disinterested third person as mediator, shall be commenced within thirty (30) days of selection of a mediator and shall be concluded within fifteen (15) days from the commencement of the mediation. The mediator shall be knowledgeable in either the chemical or distribution industry and knowledgeable regarding public agencies. Mediation shall take place in Placer County, California or such other location as the Parties mutually agree.
- 12.15.5** Each Party shall bear its own costs relating to the mediation irrespective of its outcome, provided, however that the Parties shall equally bear all other costs of mediation, including the costs of any third party mediator.
- 12.15.6** The mediator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by this Agreement, or injunctive or any other equitable relief. Nothing in this Agreement shall preclude either Party from seeking injunctive or equitable relief in accordance with applicable law or seeking redress from the courts for any dispute involving a third party.
- 12.15.7** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative

dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

12.17 Certification as to California Energy Commission. If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

12.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.

12.19 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.

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

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

NORTHERN CALIFORNIA POWER AGENCY

BRENNTAG PACIFIC, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

TIM DEAL,
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

Anhydrous Ammonia (R Grade)	No Quote
Aqueous Ammonia 19%	\$ 0.49 / Lb
Hydrated Lime 90%	\$ 420.00 / Ton
MagOx 93	\$ 672.00 / Ton
Magnesium Sulfate 30%	No Quote
Sodium Bisulfite 40%	\$ 0.37 / Lb
Sodium Hydroxide 15% (Caustic Soda)	No Quote
Sodium Hypochlorite 12.5% (Bleach)	\$ 0.136 / Lb
Sulfuric Acid 93%	No Quote

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

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

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

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

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

BRENNTAG PACIFIC, 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.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

BRENNTAG PACIFIC, INC.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Date: August 7, 2019

Meeting Date: August 12, 2019

To: Lodi Energy Center Project Participant Committee

Subject: Integrated Engineers and Contractors Corporation dba IEC Corporation – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task Professional Services Agreement with Integrated Engineers and Contractors Corporation dba IEC Corporation for energy related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Various energy related consulting services, including those related to renewable energy, power generation and delivery, and energy storage, are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), and by 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 agreements with Worley Parsons and CH2M Hill for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Integrated Engineers and Contractors Corporation dba IEC Corporation



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
INTEGRATED ENGINEERS AND CONTRACTORS CORPORATION DBA IEC
CORPORATION**

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 Integrated Engineers and Contractors Corporation dba IEC Corporation, a corporation with its office located at 8795 Folsom Blvd. Suite 206, Sacramento CA 95826 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 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

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 \$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 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 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:

Eric Quintero
President
IEC Corporation
8795 Folsom Blvd. Suite 205
Sacramento, CA 95826

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.

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

NORTHERN CALIFORNIA POWER AGENCY

INTEGRATED ENGINEERS AND
CONTRACTORS CORPORATION dba IEC
CORPORATION

Date_____

Date_____

RANDY S. HOWARD, General Manager

ERIC QUINTERO, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Integrated Engineers and Contractors Corporation dba IEC Corporation ("Consultant") shall provide consulting services related to Renewable Energy, Power Generation, Power Delivery, and Energy Storage to the Northern California Power Agency ("Agency"), its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

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

- Engineering and technical support
- Design review
- Project management support
- Feasibility studies
- Cost Estimating
- Cyber security compliance
- Security projects
- Renewable Portfolio Standard (RPS) Projects
- Energy consulting services
- Energy Management services
- Power studies and analysis
- Substation design and technical support

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Professional and Technical Services

Project Manager II/Principal Engineer II	\$195
Project Manager I/Principal Engineer I	\$175
Senior Engineer II	\$165
Senior Engineer I	\$140
Associate Engineer II	\$120
Associate Engineer I	\$95
Project Professional	\$95
Designer/Drafter	\$110
Project Assistant	\$85

Other Costs

1. Direct Expenses (non-equipment) will be billed at cost.
2. Mileage will be billed at the published IRS mileage rates in effect.
3. Travel time to and from client sites will be billed at hourly rates shown above.
4. Federal Published per diem rates (GSA) will apply, if applicable.
5. An annual escalation rate of 3% will apply.

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

(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.

Northern California Power Agency
2020 LEC Maintenance Outage Plan
(8/1/2019 DRAFT for Review)

PLANT	UNIT NAME	SLIC UNIT ID	MW	START DATE/TIME	END DATE/TIME	WORK TO BE PERFORMED	DURATION (DAYS)	NOTES
CT's	LEC	LODIEC_2_PL1X2	302	5/1/2020 0:01	5/31/2020 0:00	Annual Maintenance	30.00	CT XFRM replacement



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Date: August 7, 2019

Meeting Date: August 12, 2019

To: Lodi Energy Center Project Participant Committee

Subject: PG&E Negotiated Gas Transmission Rate Agreement

Proposal

Authorize NCPA to execute a Negotiated Rate Contract with PG&E for gas transmission service.

Background

In November 2017, PG&E filed a new Gate Rate Case with the CPUC. NCPA, working through the NCGC, participated in the rate case. NCPA has also been working on a new negotiated rate with PG&E that would be available to all market responsible EG-LT customers. The proposed negotiated rate is a fixed fee/variable rate agreement.

Details of the Negotiated Rate Agreement

The fixed fee would be calculated as follows:

- [Average (2014-2017) gas thru put for each generator] divided by [the total average (2014-2017) gas thru put for the market responsive EG-LT class] multiplied by [the RRQ for the market responsive EG-LT class of customers].
- The final agreement will just contain the final fixed fee costs.

The Variable Rate would be calculated as follows:

- [EG-LT rate] minus [Local Transmission Costs] minus [AB32 Compliance Costs, if appropriate] plus a \$0.05 adder (for October, November, and December 2019 this adder would be \$0.10)

This agreement will be a pro forma agreement PG&E has for negotiated rates, with the following special provisions:

1. NCPA has the right to cancel the agreement if the electric generation plant is to be permanently closed or if a regulatory change occurs that will substantially reduce the electric generation plant output or the number of hours per year it operates
2. PG&E has the right to cancel the agreement if agreements of other customers covering more than 15% of the total fixed charges have been cancelled by customers who have similar agreements with PG&E. Before such cancelation, PG&E will meet and confer with customers who have similar agreements that have not canceled.

3. If PG&E is unable to deliver gas to NCPA due to an outage or maintenance on the local transmission system, PG&E will prorate the fixed fee for the duration of the event.
4. After the first 12 months of the agreement, if NCPA has an event that would cause the plant to cease operations for more than 12 months, the fixed fee will be suspended starting the first month after the event.

The final number of the fixed fee is still being calculated. Staff has completed an analysis of the proposed decision and estimates the annual fixed costs for LEC to be as follows:

	Fixed Fee	Variable Rate (\$/mmbtu)
2019	\$1.4m	\$0.2306
2020	\$1.5m	\$0.1805
2021	\$1.6m	\$0.2292
2022	\$1.7m	\$0.2290

The CPUC has still not approved the Proposed Decision and these numbers could adjust up or down. The estimates above are based upon the best available information to date. Staff is asking that the PPC authorize approval of the negotiated rate agreement, with the understanding that the rates could be as much as 10% higher than the estimates shown above, or could be any amount lower than the estimates shown above, to account for any changes that could occur.

The CPUC is expected to have a hearing on the Proposed Decision in late August. If approved, PG&E is expected to file and implement the new rates on 10/01/2019. The negotiated rate, if approved, would also go into effect on 10/01/2019.

Selection Process

PG&E is the only provider for natural gas delivery in Lodi.

Fiscal Impact

The reduced rate will allow LEC to be more competitive in the market, which in turn will allow for a higher capacity factor and increased margins.

Environmental Analysis

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

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (0)