



12745 N. Thornton Road
Lodi, CA 95242

phone (209) 333-6370
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LEC PPC Agenda

Date: September 4, 2019

Subject: September 9, 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 August 12, 2019 Regular Meeting Minutes

MONTHLY REPORTS

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

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

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

9. Financial Report for August 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. Worley Group, Inc. First Amendment to MTPSA** – Staff is seeking a recommendation for approval of a First Amendment to MTPSA with Worley Parsons Group, Inc. accepting assignment as Worley Group, Inc., with no changes to the not to exceed amount or the terms and conditions, for continued use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

NONE

INFORMATIONAL/ DISCUSSION ITEMS

- 12. PG&E Negotiated Gas Transmission Rate Agreement Update** – Staff will provide an informational-only update regarding the PG&E Negotiated Gas Transmission Rate Agreement.

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

ADJOURNMENT

Next Regular Meeting: Monday, October 7, 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: August 12, 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 10:00am 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:

August 12, 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 July 8, 2019 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 8/12/2019

Motion: The PPC approves the minutes from the July 8, 2019 Regular Meeting as presented or *including any edits discussed at today's meeting.*

Moved by:

CDWR

Seconded by:

Lodi

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|-------------------------------|----------------------|--------------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Absent | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| | | |
| 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 | |

MONTHLY REPORTS

4. Operational Reports for July 2019

Jeremy Lawson presented the Operational Report for July 2019. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. Jeremy Lawson mentioned there was a planned 12 hour forced outage on 7/6/19, to replace leaking closed cooling water butterfly valves. The upcoming major outages for 2020-2022 are still on track with the CT main transformer replacement in May 2020, and the 2-week outage for the CT major inspection in 2021/2022.

The operational report reflected monthly production of 98,350 MWH, 394 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 43.8%. There were 2 hot starts, 12 warm starts, and 2 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 24 out of 31 available days. There were twelve short afternoon runs, 4 longer runs and 8 days straight runs in the month of July. Zackary and Jane Luckhardt expressed concern with odd data results coming from CAISO. NCPA has submitted an inquiry with CAISO for an explanation into the odd results, and Zackary will report findings.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for June 2019. Michael mentioned the year-end budget was below budget. The June run time was lower than usual, due to the volume of hydro production.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for July 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 8-12)

The consent calendar was considered. Chairman Caballero asked if any Participant wished to have any item removed for separate discussion. Ken Speer asked to pull Item No. 13 2020 LEC Outage Schedule for further discussion and vote separately. Chairman Caballero 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: 8/12/2019

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for July 2019; **9.** Financial Report for July 2019; **10.** GHG

Reports (excerted from Monthly ARB); **11.** Brenntag Pacific, Inc. 5-Year MTS not to exceed \$2,500,000 for purchase of chemicals, for use at all facilities owned and/or operated by NCPA; **12.** IEC Corporation 5-Year MTPSA not to exceed \$1,000,000 for energy related consulting services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members;

Moved by:
Seconded by:

Lodi
CDWR

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|------------------------|---------------|-------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Absent | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| 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 | |

13. Consent Item #13 – 2020 LEC Outage Schedule

The 2020 LEC Outage Schedule was pulled from the Consent Calendar by Ken Speer for further discussion. Michael DeBortoli revealed the delivery of the transformer for the 2020 outage has pushed out the outage by one month. Typically, LEC's outages occur in April, however, the transformer is expected to arrive through customs from Germany in May 2020.

Date: 8/12/2019

Motion: The PPC approves the Agenda Item: 13 the 2020 LEC Outage Schedule.

Moved by:
Seconded by:

CDWR
Lodi

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|------------------------|---------------|-------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Absent | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| | | |
| 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

14. PG&E Negotiated Gas Transmission Rate Agreement

Ken Speer presented the recommendation to approve the PG&E Negotiated Gas Transmission Rate Agreement for 4 years (2019-2022). Chairman Caballero then asked if any Participant wished to abstain from this item. There were no abstentions. The LEC PPC considered the following motion:

Date: 8/12/2019

Motion: The PPC approves to delegate authority to NCPA to execute the Negotiated Gas Transmission Rate Agreement between NCPA and Pacific Gas & Electric.

LEC PPC approves a negotiated rate agreement, subject to legal counsel review of the final agreement and determination that the terms of the agreement are consistent with the existing negotiated rate agreement including the terms and conditions presented to the PPC today. If there are any substantive changes the agreement will be brought back for PPC review and approval.

This recommendation is based upon the staff analysis of the rates up to a 10% increase to either the volumetric or fixed rates. Any reduction in the rates would not change the approval.

Moved by:
Seconded by:

Lodi
CDWR

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|-------------------------------|---------------|--------------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Absent | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| | | |
| 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 | |

15. Appointment of a New Chairperson for LEC PPC Committee

Chairman Caballero asked participants for nominations for a new LEC PPC Committee chairperson. The participants nominated Jiayo Chiang with the City of Lodi. Chairman

Caballero then asked if any Participant wished to abstain the election of a new chairperson and Lodi abstained. The LEC PPC considered the following motion:

Date: 8/12/2019

Motion: The PPC approves election of Jiayo Chiang to serve as the new Chairperson of the LEC Project Participant Committee to conduct the business of the PPC pursuant to the Power Sales Agreement and the Project Management and Operations Agreement.

Moved by: CDWR

Seconded by: Azusa

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 | Abstain | 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 | 6 | 75.6858% |
| Total Noes | 0 | 0.0000% |
| Total Abstain | 1 | 9.5000% |
| Total Absent | 6 | 14.8142% |
| Result: | Motion Passes | |

16. Appointment of a New Vice Chairperson for LEC PPC Committee

Chairman Martin Caballero asked the committee for proposals for a new Vice Chairman and Ghassan Alqaser with the CDWR requested to remain the Vice Chairman. The participants agreed and no vote needed.

INFORMATIONAL ITEMS

17. Additional Operational Updates

Michael DeBortoli mentioned CAISO's Project III – Interconnection Prospect Storage may create additional congestion of 50 MW to Gold Hill. NCPA has sent in notice to become part of a congestion study for the overload and reliability potentials. Michael will report on findings when they become available.

Adjournment

The next regular meeting of the PPC is scheduled for Monday September 9, 2019 at 10:00am.

The meeting was adjourned at 11:32am.

Submitted by: Melissa Conrad

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 09/09/2019

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:

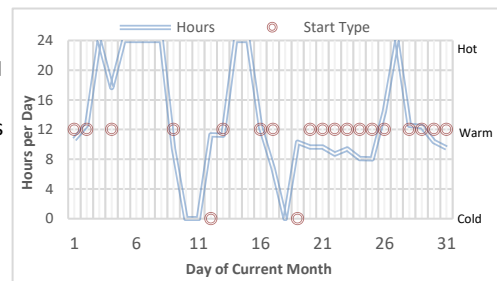
- 8/8/19 - LEC Spinning Reserve capability test 1600-1700 OMS 7532383
- 8/19/19 - LEC STG tripped offline due to bad card 2016-2139. CTG remained online. OMS 761961

Planned Outage Summaries:

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

Generating Unit Statistics:**Date:****8/1/2019**

| | | |
|--|--------|-------|
| 1. Monthly Production | 99,585 | MWH |
| 2. Productivity Factor | | |
| a. Service Hours | 407 | Hours |
| b. Service Factor | 54.8% | % |
| c. Capacity Factor @ 302MW Pmax | 44.3 | % |
| 3. Equivalent Operating Availability (EOA) | 99.7 | % |
| 4. Forced Outage Rate (FOR) | 95.7 | % |



| | | |
|---|------|----------|
| 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 | 7,001 | 0.43% | 1,814 | \$220 |
| Seg. 4 250 - 275 | 7081 | 7,052 | -0.41% | 80,184 | -\$9,305 |
| Seg. 5 225 - 250 | 7130 | 7,156 | 0.36% | 9,076 | \$927 |
| Seg. 6 200 - 225 | 7200 | 7,250 | 0.69% | 2,653 | \$529 |
| Seg. 7 175 - 225 | 7450 | 7,504 | 0.72% | 1,554 | \$335 |
| Seg. 8 165 - 175 | 7760 | 7,684 | -0.97% | 606 | -\$183 |
| | 7,164 | 7,274 | 0.14% | 95,887 | -\$7,478 |

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 | 1 | -9 | 10 | \$280 |
| Seg. 4 250 - 275 | 103 | -165 | 268 | \$7,566 |
| Seg. 5 225 - 250 | 46 | -27 | 72 | \$2,073 |
| Seg. 6 200 - 225 | 23 | -23 | 46 | \$1,336 |
| Seg. 7 175 - 225 | 12 | -37 | 48 | \$1,448 |
| Seg. 8 165 - 175 | 0 | -1 | 1 | \$44 |
| | 184 | -262 | 446 | \$12,748 |

7. Starting Reliability

| Start Type | Hot Starts | Warm Starts | Cold Starts |
|------------------------------------|------------|-------------|-------------|
| Number of Starts | 0 | 18 | 2 |
| Start Time Benchmark (Minutes) | 75 | 110 | 200 |
| Start Time Actual (Average Minute) | 0 | 96 | 168 |
| Start Time Deviation (%) | 0% | -12% | -16% |
| Start Fuel Benchmark PMOA (mmBTU) | 1,300 | 1,800 | 3,500 |
| Start Fuel Actual (Average mmBTU) | 1,300 | 1,623 | 3,371 |
| Fuel Deviation (%) | 0% | -10% | -4% |
| Costs of Fuel Deviations (\$) | \$0 | -\$12,736 | -\$1,032 |

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

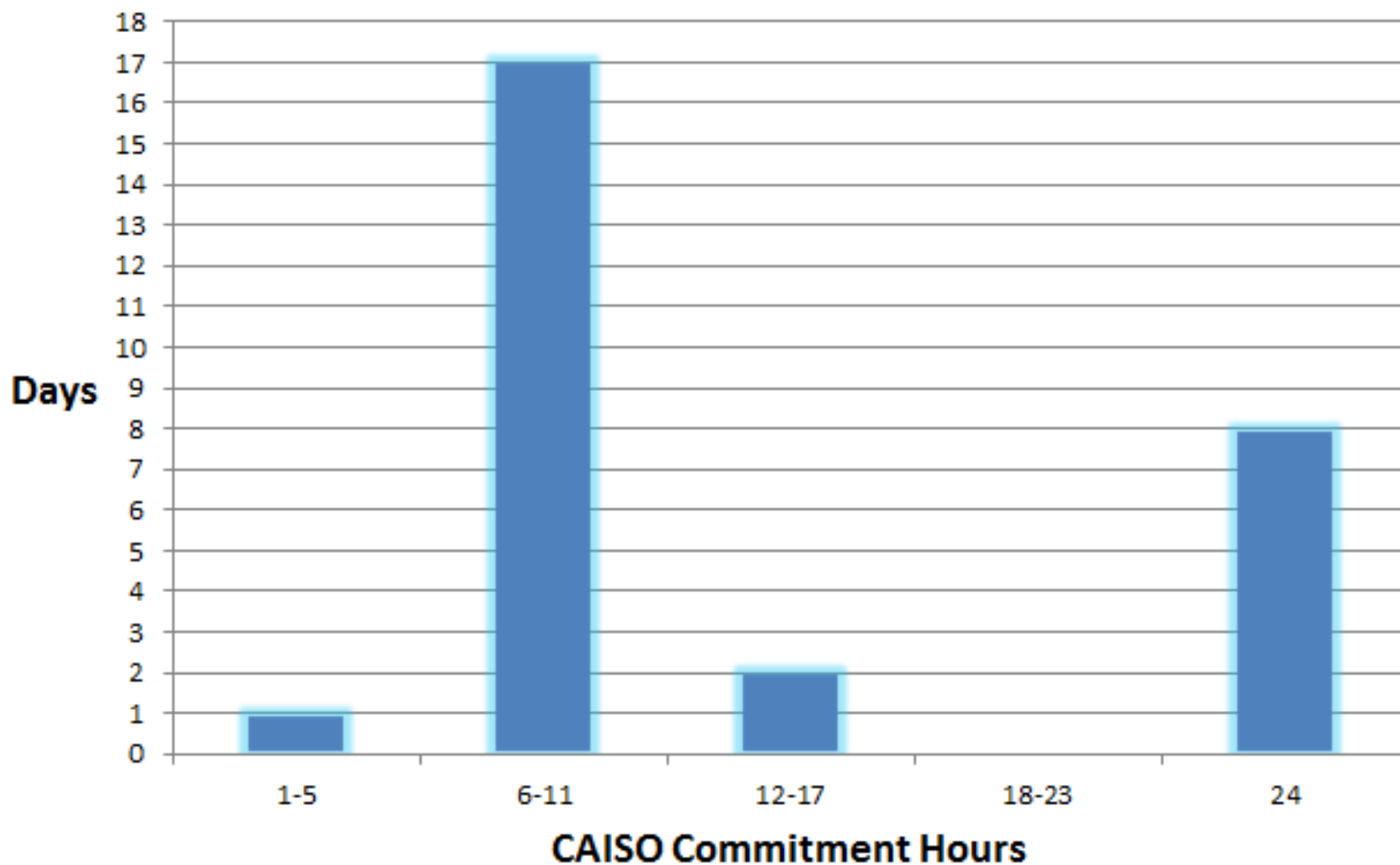
September 9, 2019

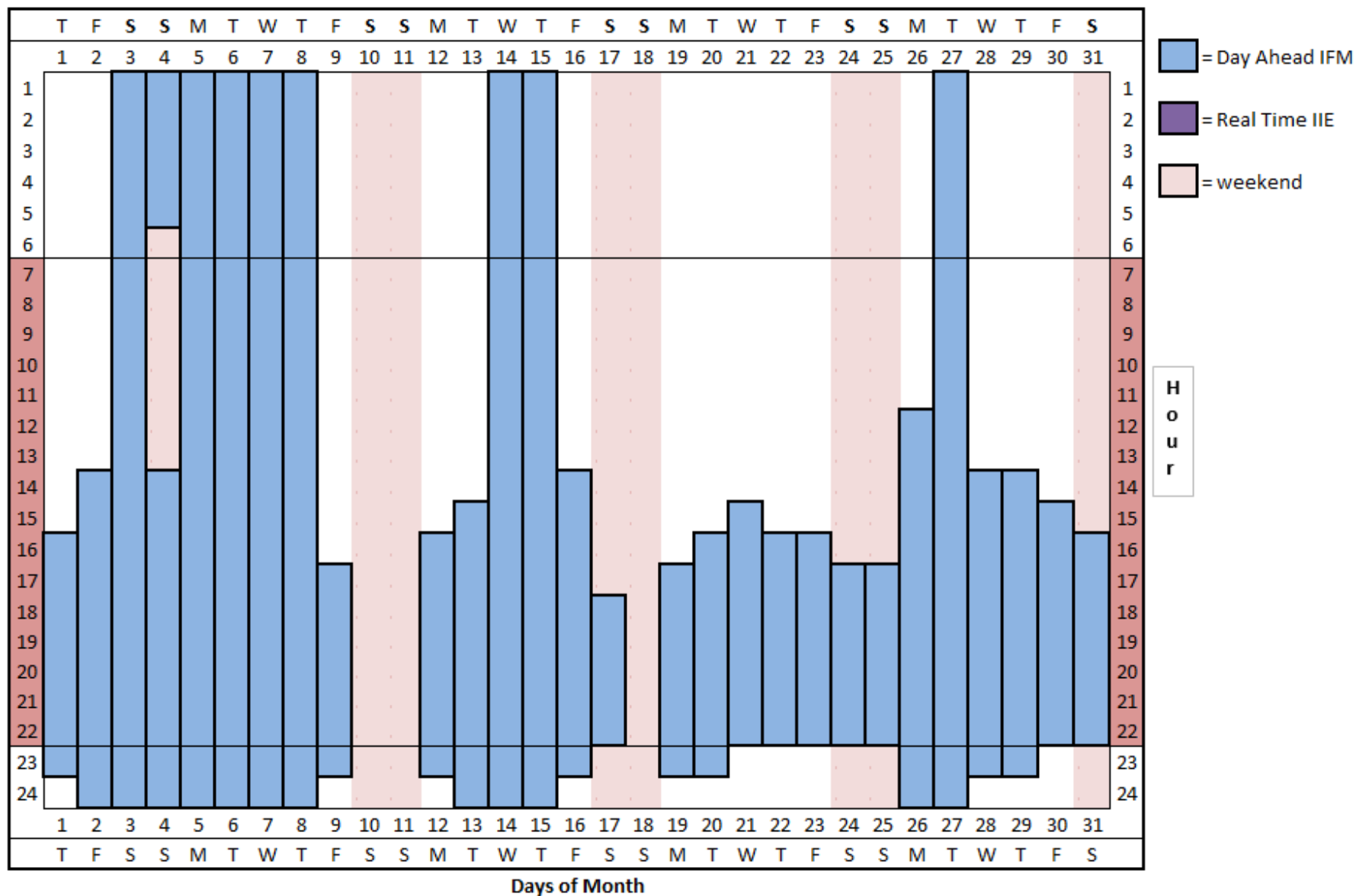
August 2019 Market Financial Results

LEC Operational Results for August 2019

- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 99.2% - Monthly Assessment Flexible Performance
 - Vs
 - 96.5% Availability Standard
- RAAIM Incentive Payment amounts:
 - \$29,200 for Generic RA based on claimed 192.11 mw
 - \$1,340 for Flexible RA based on claimed 16.48 mw
- LEC was committed by CAISO for Market energy 28 of 31 available days
 - 0 days not committed due to planned/forced outage
 - 3 days not committed due to economics

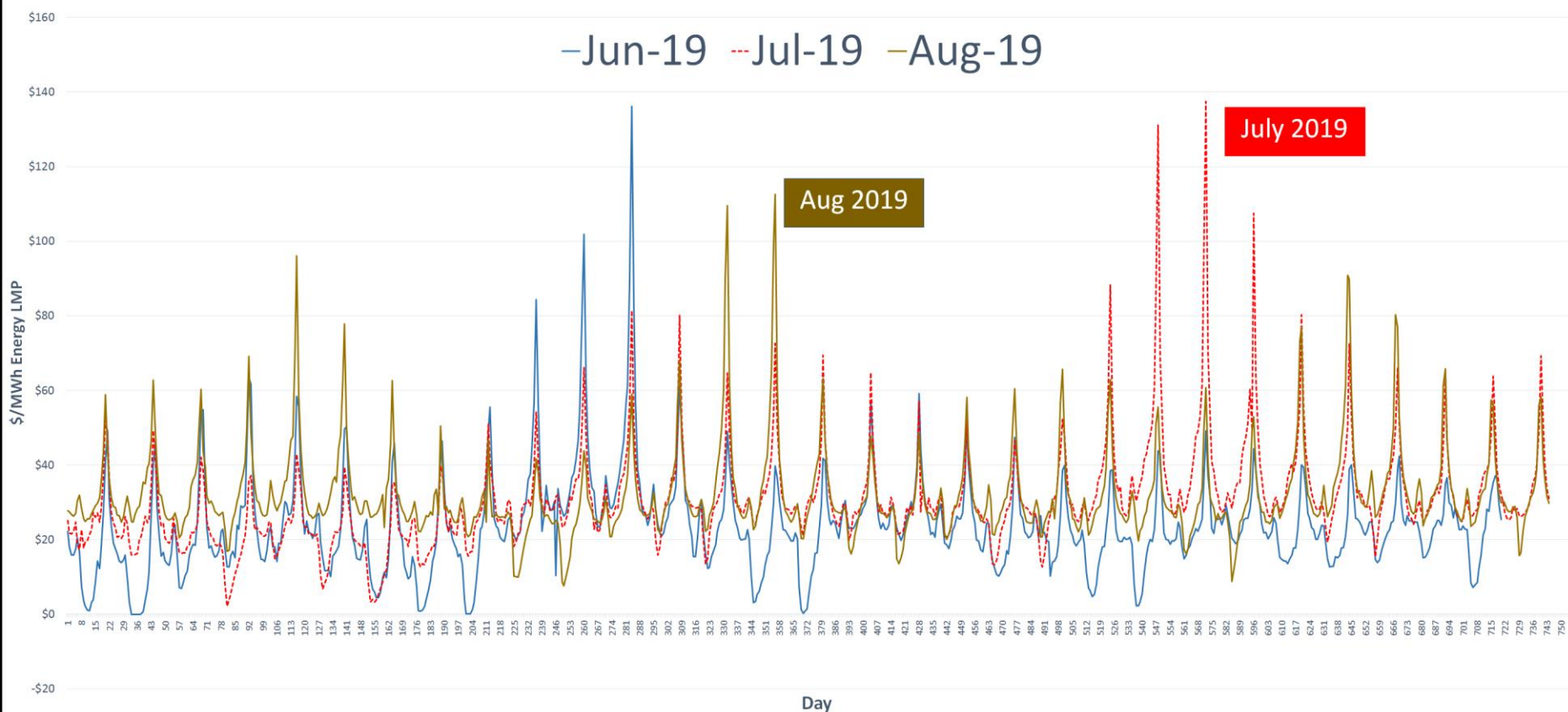
Frequency Tabulation of Daily CAISO commitment hours for August 2019



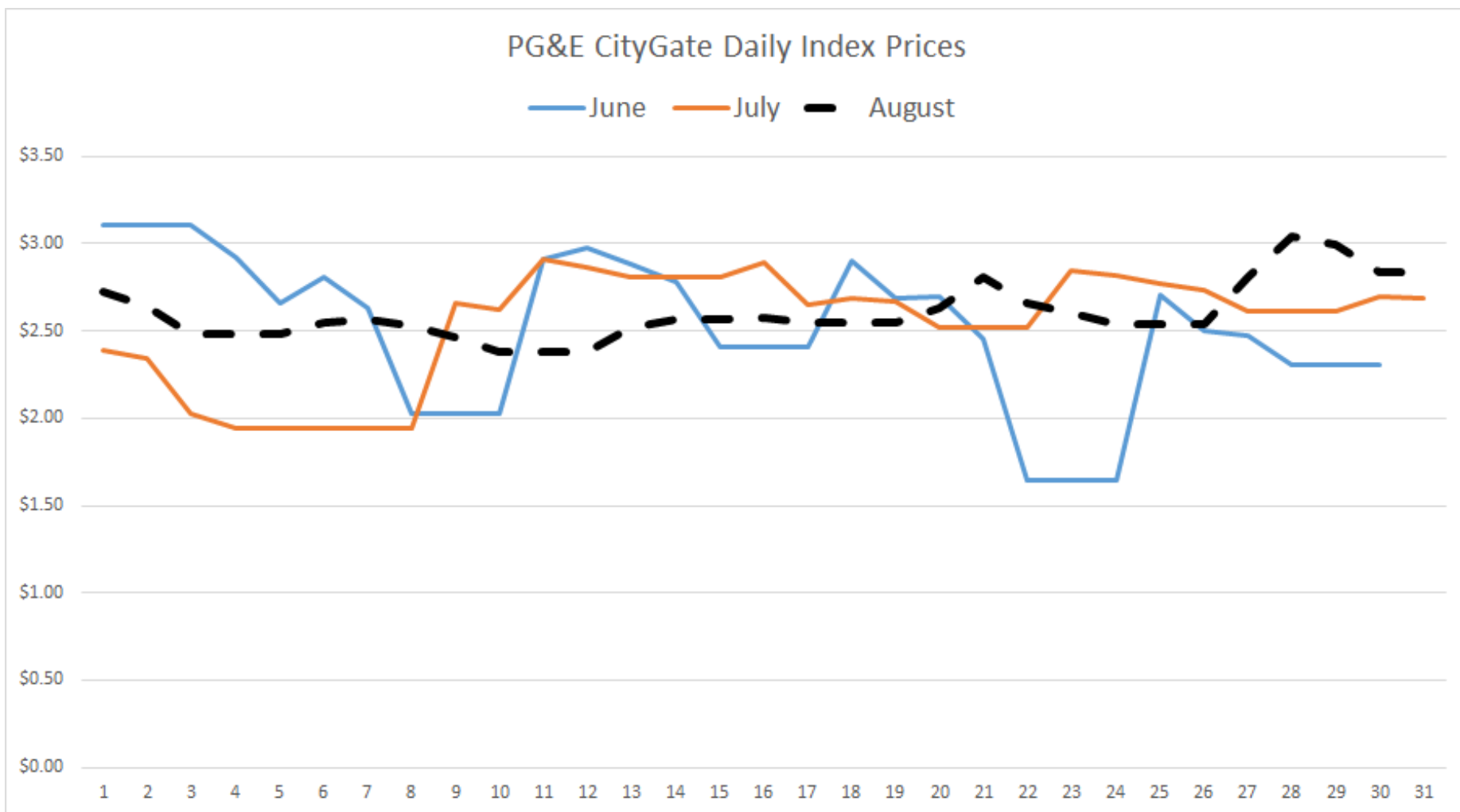


August 2019 Day Ahead Energy LMP values mostly contained with previous months

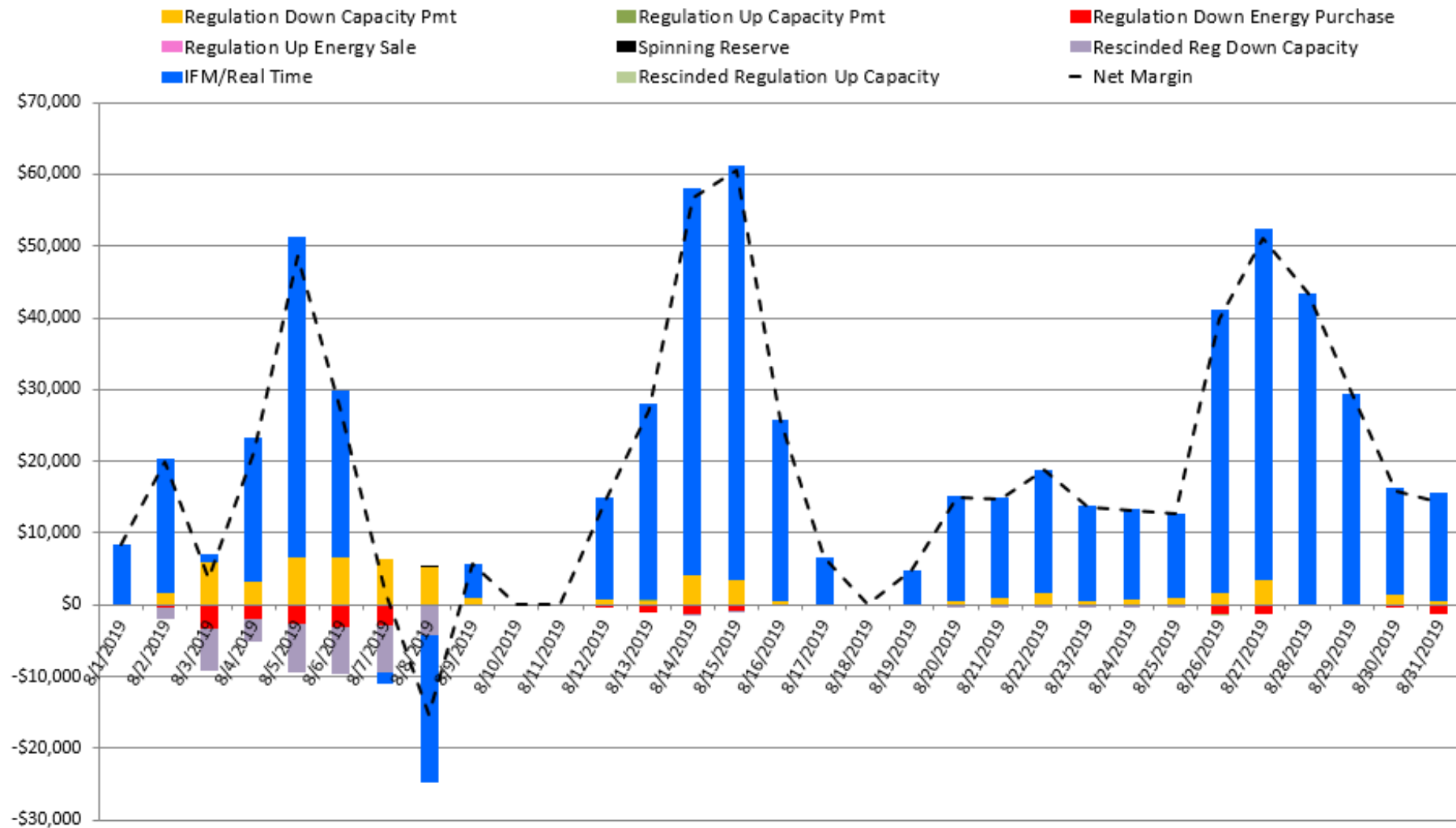
LEC PROJECT HOURLY DAY AHEAD LMP VALUES FOR June 2019 through August 2019



August 2019 Daily PG&E CityGate Gas Index values remain relatively low



August 2019 LEC Daily Margin Profile by Product



August 2019 LEC Project Cumulative Monthly Margin

| | | |
|--|----------------|----------------|
| IFM/RTM Gross Revenues | \$ 3,931,800 | |
| Regulation Up Capacity | \$ 300 | |
| Regulation Down Capacity | \$ 58,800 | |
| Spinning Reserve | \$ - | |
| Total Gross LEC Revenue | | \$ 3,990,900 |
| LEC CAISO GMC Costs | \$ (39,500) | |
| CAISO Energy & Capacity Buyback Costs | \$ (132,400) | |
| Total Monthly LEC Fuel Cost | \$ (2,187,300) | |
| Total Monthly GHG Obligation | \$ (682,900) | |
| Variable Operations & Maintenance Cost | \$ (313,700) | |
| Total Costs | | \$ (3,355,800) |
| Net Cumulative Monthly Margin | | \$ 635,100 |
| Average Margin \$/MWh | \$ | 6.4 |

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

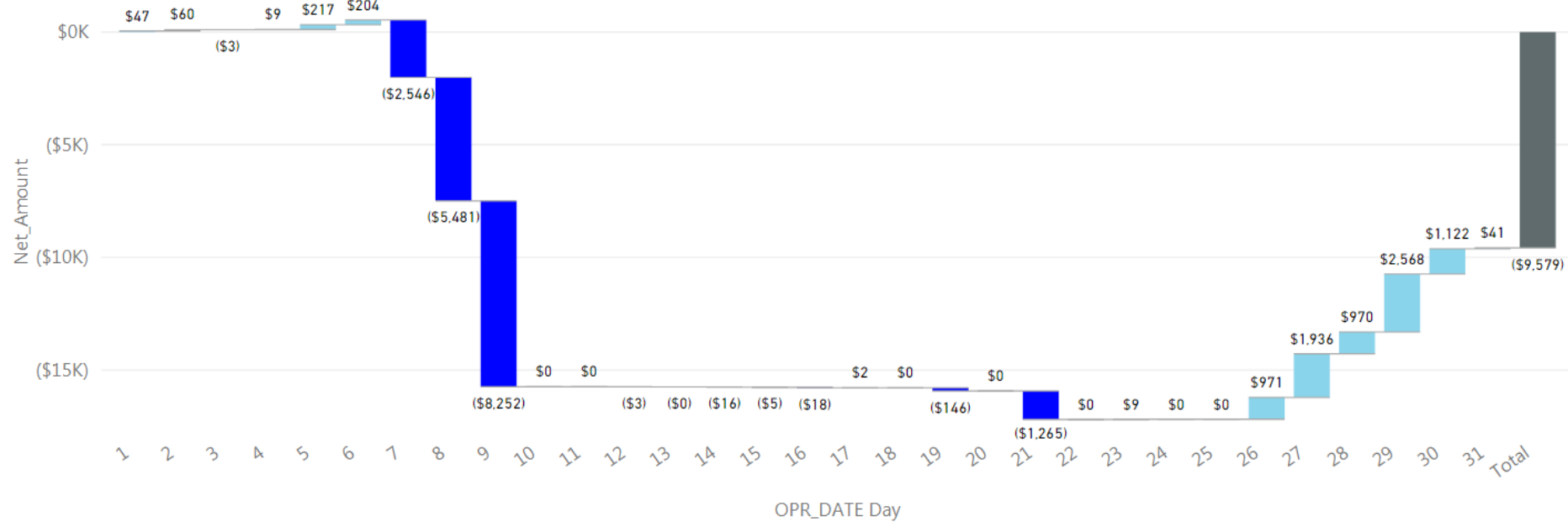
Cost of Congestion Component

(\$9,578.6)

Net_Amount

(\$0.10)

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

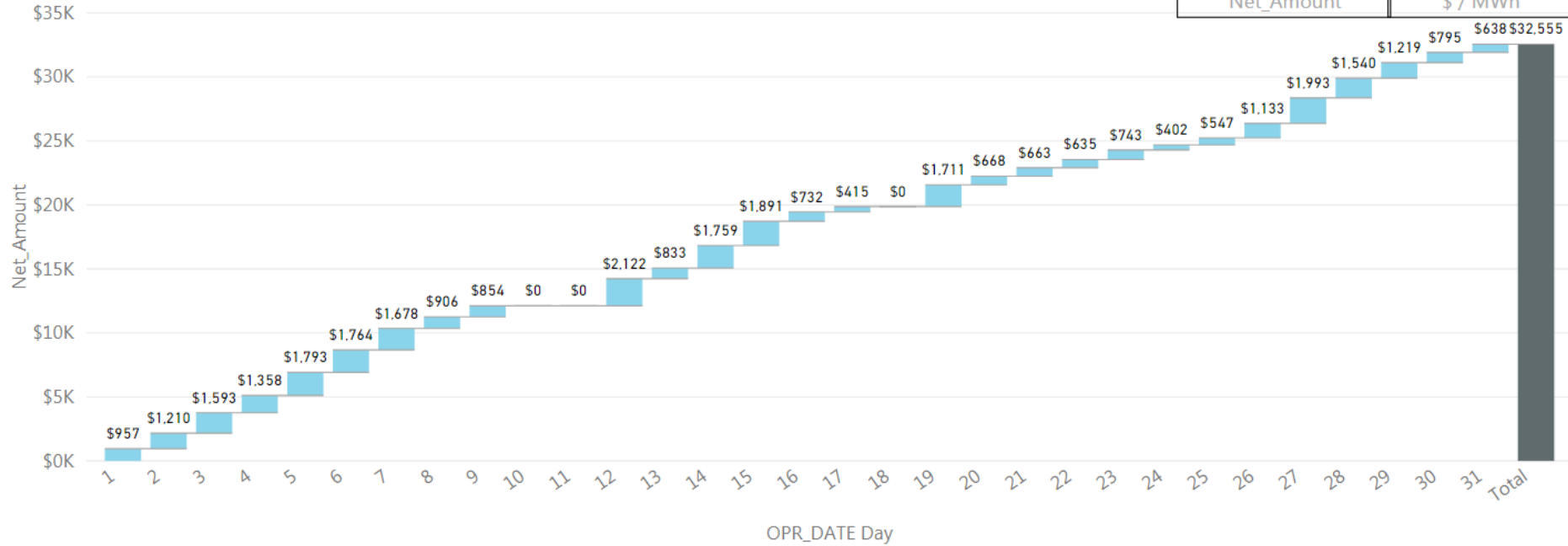
Cost of Loss Component

\$32.6K

Net_Amount

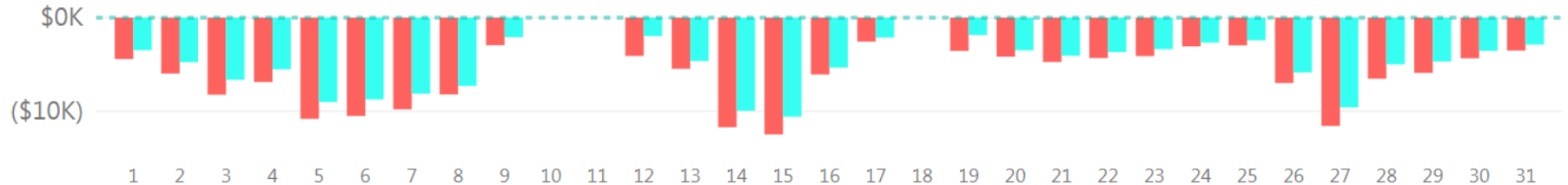
\$0.33

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



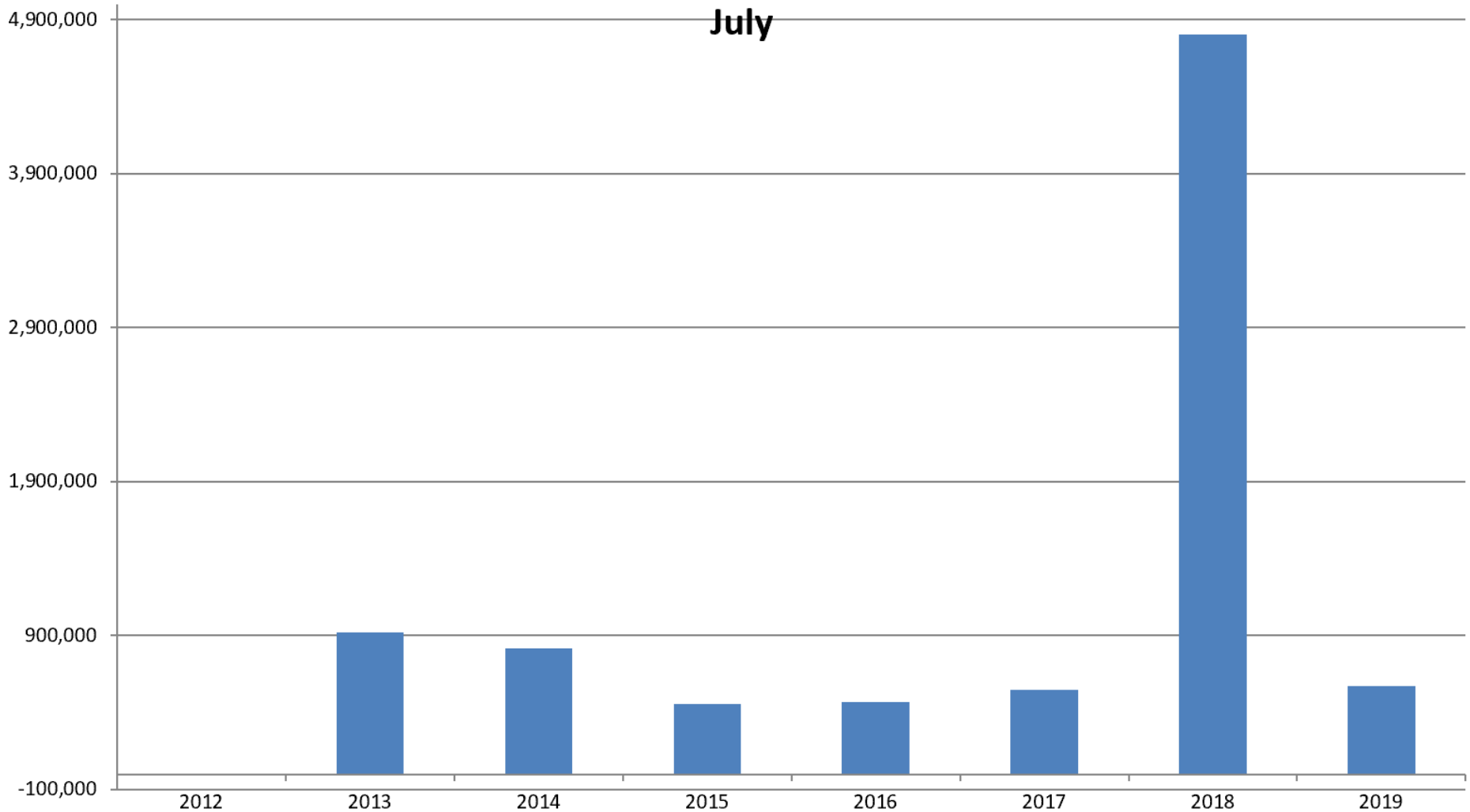
Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 09/03/2019

| | July | August | September | October | November | December | January | February | March | April | May | June | Year | FY 2020 Budget | Percent Used | Comments |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|------------------------|--|
| VOM | 2,959,759 | 5,427,635 | 4,046,091 | 3,913,314 | 3,971,658 | 6,228,679 | 7,085,234 | 4,841,993 | 1,610,850 | 1,046,548 | 1,183,026 | 3,522,238 | 45,837,023 | 58,722,261 | 78.1% | |
| Capacity Factor | 44% | 71% | 53% | 33% | 54% | 81% | 76% | 65% | 16% | 3% | 4% | 45% | 45% | 65% | 69.7% | High hydro year causing less than forecast |
| Fuel Consumed (mmBTU, estimated) | 714,247 | 1,095,863 | 796,313 | 512,955 | 800,361 | 1,242,021 | 1,166,180 | 935,731 | 250,943 | 46,546 | 54,307 | 673,074 | 8,288,540 | 10,956,328 | 75.7% | operations at LEC |
| Avg Fuel Cost (\$/mmBTU) | 3.13 | 3.27 | 3.23 | 3.49 | 3.25 | 3.46 | 3.57 | 3.53 | 4.41 | 5.03 | 4.59 | 3.29 | 3.42 | 3.60 | 94.9% | |
| Power Produced (MWHr, estimated) | 98,359 | 159,980 | 116,250 | 74,884 | 116,841 | 181,317 | 170,245 | 136,603 | 36,634 | 6,795 | 7,928 | 98,259 | 1,204,095 | 1,599,464 | 75.3% | |
| Avg Power Price (\$/MWHr) | 39.94 | 39.93 | 40.16 | 42.01 | 37.76 | 41.33 | 41.93 | 39.98 | 47.96 | 59.97 | 59.39 | 41.04 | 40.95 | 45.39 | 90.2% | |
| Operations / Variable / LTSA | -121,438 | 220,315 | 161,984 | 1,148,011 | 165,568 | 248,381 | 1,276,496 | 194,348 | 75,983 | 752,644 | 866,029 | 496,731 | 5,485,052 | 5,381,630 | 101.9% | |
| Fuel (estimated) | 2,236,397 | 3,584,899 | 2,571,011 | 1,789,301 | 2,600,908 | 4,297,745 | 4,159,639 | 3,307,641 | 1,107,672 | 234,308 | 249,291 | 2,216,319 | 28,355,132 | 39,476,805 | 71.8% | |
| AB32 GHG Offset (estimated) | 672,330 | 1,004,994 | 730,283 | 470,421 | 733,995 | 1,139,033 | 1,103,189 | 885,187 | 237,388 | 44,032 | 51,373 | 636,718 | 7,708,945 | 9,153,594 | 84.2% | |
| CA ISO Charges (estimated) | 172,470 | 617,427 | 582,813 | 505,580 | 471,187 | 543,519 | 545,910 | 454,816 | 189,806 | 15,564 | 16,332 | 172,470 | 4,287,895 | 4,710,232 | 91.0% | |
| Routine O&M (Fixed) | 996,862 | 867,497 | 792,972 | 792,972 | 832,049 | 1,130,296 | 1,130,296 | 837,497 | 792,972 | 792,972 | 982,049 | 1,072,049 | 11,020,481 | 10,961,591 | 100.5% | |
| Maintenance / Fixed | 391,756 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 208,424 | 2,684,422 | 2,646,090 | 101.4% | |
| Administration | 4,543 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 17,487 | 196,901 | 209,845 | 93.8% | |
| Mandatory Costs | 32,062 | 90,000 | 15,475 | 15,475 | 15,475 | 15,475 | 15,475 | 60,000 | 15,475 | 15,475 | 15,475 | 15,475 | 321,337 | 304,750 | 105.4% | |
| Inventory Stock | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | 0.0% | |
| Labor | 448,571 | 420,923 | 420,923 | 420,923 | 460,000 | 420,923 | 420,923 | 420,923 | 420,923 | 420,923 | 610,000 | 700,000 | 5,585,958 | 5,558,310 | 100.5% | |
| Insurance | 0 | 0 | 0 | 0 | 0 | 337,324 | 337,324 | 0 | 0 | 0 | 0 | 0 | 674,648 | 674,648 | 100.0% | |
| Power Management & Settlements | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 119,930 | 1,439,156 | 1,439,156 | 100.0% | |
| Other Costs | 0 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 10,733 | 118,059 | 128,792 | 91.7% | |
| Projects | 124,681 | 124,681 | 707,853 | 124,681 | 324,681 | 999,439 | 124,681 | 1,291,024 | 124,681 | 124,681 | 1,136,950 | 124,681 | 5,332,715 | 5,332,715 | 100.0% | |
| Maintenance Reserve | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 124,681 | 1,496,174 | 1,496,174 | 100.0% | |
| Operations & Maintenance Projects | 0 | 0 | 0 | 0 | 200,000 | 0 | 0 | 0 | 0 | 0 | 720,683 | 0 | 920,683 | 920,683 | 100.0% | |
| Capital Projects | 0 | 0 | 583,172 | 0 | 0 | 874,757 | 0 | 1,166,343 | 0 | 0 | 291,586 | 0 | 2,915,858 | 2,915,858 | 100.0% | |
| A&G | 202,865 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 203,798 | 2,444,642 | 2,445,575 | 100.0% | |
| Administrative & General (Allocated) | 174,966 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 175,483 | 2,105,275 | 2,105,792 | 100.0% | |
| Generation Services Shared | 27,899 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 28,315 | 339,367 | 339,783 | 99.9% | |
| Total O&M Cost | 4,284,167 | 6,623,611 | 5,750,713 | 5,034,765 | 5,332,186 | 8,562,211 | 8,544,009 | 7,174,312 | 2,732,301 | 2,167,999 | 3,505,823 | 4,922,766 | 64,634,861 | 77,462,142 | 83.4% | |
| Debt Service | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 2,171,202 | 26,054,428 | 26,054,428 | 100.0% | |
| Revenues | 3,928,611 | 6,574,353 | 4,837,302 | 3,336,970 | 4,553,508 | 7,684,970 | 7,338,674 | 5,580,328 | 1,772,892 | 411,818 | 496,462 | 4,070,731 | 50,586,620 | 74,420,929 | 68.0% | |
| ISO Energy Sales (estimated) | 3,928,611 | 6,387,575 | 4,668,970 | 3,145,749 | 4,412,293 | 7,493,443 | 7,138,644 | 5,461,962 | 1,756,981 | 407,488 | 470,841 | 4,032,412 | 49,304,967 | 72,602,551 | 67.9% | |
| Other Income | 0 | 186,778 | 168,333 | 191,221 | 141,215 | 191,528 | 200,030 | 118,366 | 15,911 | 4,331 | 25,621 | 38,320 | 1,281,652 | 1,818,378 | | |
| Net | (\$2,526,759) | (\$2,220,460) | (\$3,084,613) | (\$3,868,998) | (\$2,949,880) | (\$3,048,443) | (\$3,376,537) | (\$3,765,187) | (\$3,130,611) | (\$3,927,383) | (\$5,180,563) | (\$3,023,237) | (\$40,102,669) | (\$29,095,641) | Above budget by 37.83% | |

July Asset Report

| | | Most Recent | | Above / (below) | Percent Difference | |
|-----------------|-------------|--------------|--------------|------------------------|-----------------------|--|
| | Actual | Forecast | Budget | Forecast | Above / (below) | |
| Revenue | 3,928,611 | 4,112,569 | 10,867,012 | (183,959) | -4% | High hydro caused less than forecast operation |
| VOM | 2,959,759 | 3,647,286 | 6,851,178 | (687,527) | -19% | |
| Fixed | 996,862 | 937,972 | 937,972 | 58,890 | 6% | |
| Projects | 124,681 | 124,681 | 124,681 | (0) | 0% | |
| A&G | 202,865 | 203,798 | 203,798 | (933) | 0% | |
| Debt | 2,171,202 | 2,171,202 | 2,171,202 | (0) | 0.00% | |
| Net Cost | (2,526,759) | (2,972,370) | 578,181 | 445,612 | -15% | |
| | | | | | | |
| Net Annual Cost | | (40,102,669) | (29,095,641) | (\$11,007,029) | | |
| | | | | Above budget by 37.83% | | |

Historical Margins



Historical Monthly Comparison





651 Commerce Drive
Roseville, CA 95678

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

LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: September 9, 2019
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended August 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 \$42,845.

Investments - The carrying value of the LEC's investment portfolio totaled \$30,596,643 at month end. The current market value of the portfolio totaled \$30,599,351.

The overall portfolio had a combined weighted average interest rate of 2.007% with a bond equivalent yield (yield to maturity) of 1.854%. Investments with a maturity greater than one year totaled \$11,705,000. During the month \$3,586,871 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 10 basis points (from 2.09% to 1.99%) and rates on one year T-Bills decreased 23 basis points (from 1.98% to 1.75%).

To the best of my knowledge and belief, all securities held by LEC as of August 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

AUGUST 31, 2019

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| INVESTMENT ACTIVITY SUMMARY | 3 |
| INTEREST RATE/YIELD ANALYSIS | 4 |
| INVESTMENT MATURITIES ANALYSIS | 5 |
| DETAIL REPORT OF INVESTMENTS | APPENDIX |

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

| | CASH | INVESTMENTS | TOTAL | PERCENT | INVESTMENTS at MARKET |
|--|------------------|----------------------|----------------------|----------------|--------------------------|
| MANDATORY FUNDS | | | | | |
| Debt Service Account | \$ 413 | \$ 6,714,130 | \$ 6,714,543 | 21.90% | \$ 6,714,084 |
| Debt Service Reserve | - | 12,424,735 | 12,424,735 | 40.55% | 12,437,997 |
| O & M Reserve | - | 11,383,135 | 11,383,135 | 37.15% | 11,372,627 |
| | 413 | 30,522,000 | 30,522,413 | 99.62% | 30,524,708 |
| ADDITIONAL PROJECT FUNDS | | | | | |
| GHG Cash Account | - | 74,643 | 74,643 | 0.24% | 74,643 |
| Transmission Upgrade Escrow ¹ | 42,432 | - | 42,432 | 0.14% | - |
| Participant Deposit Account | - | - | - | 0.00% | - |
| | \$ 42,845 | \$ 30,596,643 | \$ 30,639,488 | 100.00% | \$ 30,599,351 |

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
August 31, 2019

| | RECEIPTS | | | EXPENDITURES | | | CASH |
|--|-------------|----------------------|-------------------------|--------------|-------------------------|----------------------------------|--------------------------|
| | OPS/CONSTR | INTEREST (NOTE B) | INVESTMENTS (NOTE A) | OPS/CONSTR | INVESTMENTS (NOTE B) | INTER-COMPANY/ FUND TRANSFERS | INCREASE / (DECREASE) |
| MANDATORY FUNDS | | | | | | | |
| Debt Service Account | \$ - | \$ 1,472 | \$ 609 | \$ - | \$ (2,173,590) | \$ 2,171,202 | \$ (307) |
| Debt Service Reserve | - | 1,841 | - | - | (1,841) | - | - |
| O & M Reserve | - | 80 | 48,307 | - | (1,411,440) | 1,363,053 | - |
| | - | 3,393 | 48,916 | - | (3,586,871) | 3,534,255 | (307) |
| ADDITIONAL PROJECT FUNDS | | | | | | | |
| GHG Cash Account | - | - | - | - | - | - | - |
| Transmission Upgrade Escrow ¹ | - | 9 | - | - | - | - | 9 |
| Participant Deposit Account | - | - | - | - | - | - | - |
| TOTAL | \$ - | \$ 3,402 | \$ 48,916 | \$ - | \$ (3,586,871) | \$ 3,534,255 | \$ (298) |

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
August 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 | \$ 2,173,590 | (609) | \$ 7,548 | \$ - | \$ - | \$ 2,180,529 |
| Debt Service Reserve | 1,841 | - | (1,551) | - | - | 290 |
| O & M Reserve | 1,411,440 | (48,307) | (62) | - | - | 1,363,071 |
| | <u>3,586,871</u> | <u>(48,916)</u> | <u>5,935</u> | <u>-</u> | <u>-</u> | <u>3,543,890</u> |
| ADDITIONAL PROJECT FUNDS | | | | | | |
| GHG Cash Account | - | - | - | - | - | - |
| Participant Deposit Acct. | - | - | - | - | - | - |
| TOTAL | <u>\$ 3,586,871</u> | <u>\$ (48,916)</u> | <u>\$ 5,935</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 3,543,890</u> |

Less Non- Cash Activity

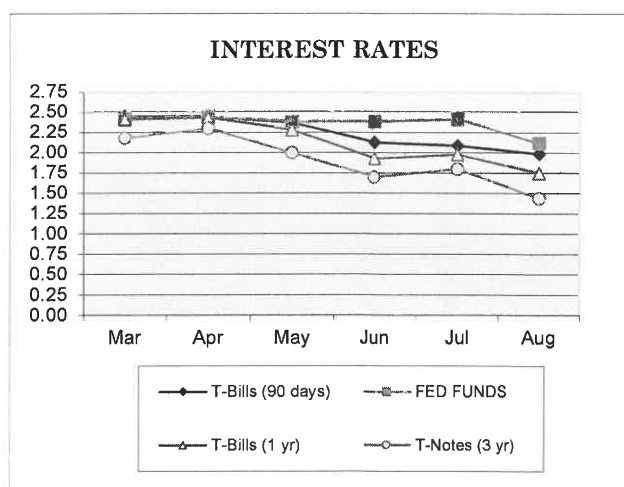
| | |
|---|---------------------|
| Disc/(Prem) Amortization & Gain/(Loss) on Sale | (5,935) |
| Net Change in Investment --Before Non-Cash Activity | <u>\$ 3,537,955</u> |

NOTE A -Investment amounts shown at book carrying value.

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

| | <u>WEIGHTED AVERAGE INTEREST RATE</u> | <u>BOND EQUIVALENT YIELD</u> |
|-------------------------|---|--------------------------------------|
| OVERALL COMBINED | <u>2.007%</u> | <u>1.854%</u> |
| Debt Service Account | 1.811% | 1.847% |
| Debt Service Reserve | 2.151% | 1.722% |
| O & M Reserve | 1.962% | 1.997% |
| GHG Cash Account | 2.566% | 2.566% |

| KEY INTEREST RATES | | |
|---------------------------|----------------|-----------------------|
| | <u>CURRENT</u> | <u>PRIOR YEAR</u> |
| Fed Funds (Overnight) | 2.12% | 1.92% |
| T-Bills (90da.) | 1.99% | 2.12% |
| Agency Disc (90da.) | 1.82% | 2.05% |
| T-Bills (1yr.) | 1.75% | 2.47% |
| Agency Disc (1yr.) | 1.47% | 2.27% |
| T-Notes (3yr.) | 1.44% | 2.72% |



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
August 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 | \$ - | \$ - | \$6,308 | \$ - | \$ 8,910 | \$ 11,110 | \$ - | \$ 26,328 | 86.12% |
| Corporate Bonds (MTN) | - | - | - | - | - | 595 | - | 595 | 1.95% |
| US Bank Trust Money Market | 441 | - | - | - | - | - | - | 441 | 1.44% |
| Commercial Paper | - | - | - | - | - | - | - | - | 0.01% |
| Investment Trusts (LAIF) | 1,745 | - | - | - | - | - | - | 1,745 | 5.71% |
| Investment Trusts (CAMP) | - | - | - | - | - | - | - | - | 0.01% |
| U.S.Treasury Market Acct. | - | - | - | - | - | - | - | - | 0.00% |
| U.S.Treasury Bill/Note | - | - | 1,462 | - | - | - | - | 1,462 | 4.78% |
| Certificates of Deposit | - | - | - | - | - | - | - | - | 0.00% |
| Total Dollars | \$ 2,186 | \$0 | \$7,770 | \$0 | \$8,910 | \$11,705 | \$0 | \$ 30,571 | 100.00% |
| Total Percents | 7.14% | 0.00% | 25.42% | 0.00% | 29.15% | 38.29% | 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.**

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 | 624 | 0.600 | 07/01/2013 | 624 | | 1 | 0.600 | 624 | SYS79003 | 79003 | 624 |
| Federal Home Loan Ba | USBT | 1,120,000 | 1.940 | 07/25/2019 | 1,112,154 | 12/02/2019 | 92 | 1.980 | 1,114,568 | 313384PZ6A | 26837 | 1,114,447 |
| Federal Home Loan Ba | USBT | 501,000 | 1.810 | 08/26/2019 | 498,531 | 12/02/2019 | 92 | 1.844 | 498,570 | 313384PZ6A | 26863 | 498,683 |
| Fund Total and Average | | \$ 1,621,624 | 1.899 | | \$ 1,611,309 | | 92 | 1.938 | \$ 1,613,762 | | | \$ 1,613,764 |

LEC Issue #1 2010B DS Fund

| | | | | | | | | | | | | |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|------------|-------|--------------|
| US Bank Trust | USB | 725 | 0.600 | 07/01/2013 | 725 | | 1 | 0.600 | 725 | SYS79004 | 79004 | 725 |
| Federal Home Loan Ba | USBT | 1,520,000 | 1.939 | 07/25/2019 | 1,509,352 | 12/02/2019 | 92 | 1.980 | 1,512,628 | 313384PZ6A | 26838 | 1,512,464 |
| Federal Home Loan Ba | USBT | 727,000 | 1.810 | 08/26/2019 | 723,418 | 12/02/2019 | 92 | 1.844 | 723,474 | 313384PZ6A | 26864 | 723,637 |
| Fund Total and Average | | \$ 2,247,725 | 1.888 | | \$ 2,233,495 | | 92 | 1.936 | \$ 2,236,827 | | | \$ 2,236,826 |

LEC Issue #2 2010A DS Fund

| | | | | | | | | | | | | |
|------------------------|-----|------------|-------|------------|------------|--|---|-------|------------|----------|-------|------------|
| US Bank Trust | USB | 435,026 | 0.600 | 07/01/2013 | 435,026 | | 1 | 0.600 | 435,026 | SYS79011 | 79011 | 435,026 |
| Fund Total and Average | | \$ 435,026 | 0.600 | | \$ 435,026 | | 1 | 0.600 | \$ 435,026 | | | \$ 435,026 |

LEC Issue #2 2010B DS Fund

| | | | | | | | | | | | | |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|------------|-------|--------------|
| US Bank Trust | USB | 303 | 0.600 | 07/01/2013 | 303 | | 1 | 0.600 | 303 | SYS79012 | 79012 | 303 |
| Federal Home Loan Ba | USBT | 1,181,000 | 1.940 | 07/25/2019 | 1,172,726 | 12/02/2019 | 92 | 1.980 | 1,175,272 | 313384PZ6A | 26839 | 1,175,145 |
| Federal Home Loan Ba | USBT | 786,000 | 1.810 | 08/26/2019 | 782,127 | 12/02/2019 | 92 | 1.844 | 782,188 | 313384PZ6A | 26865 | 782,364 |
| Fund Total and Average | | \$ 1,967,303 | 1.888 | | \$ 1,955,156 | | 92 | 1.926 | \$ 1,957,763 | | | \$ 1,957,812 |

LEC Issue#1 2017A DS Fund

| | | | | | | | | | | | | |
|------------------------|------|------------|-------|------------|------------|------------|----|-------|------------|------------|-------|------------|
| Federal Home Loan Ba | USBT | 303,000 | 1.939 | 07/25/2019 | 300,877 | 12/02/2019 | 92 | 1.980 | 301,530 | 313384PZ6A | 26840 | 301,498 |
| Federal Home Loan Ba | USBT | 170,000 | 1.810 | 08/26/2019 | 169,162 | 12/02/2019 | 92 | 1.844 | 169,176 | 313384PZ6A | 26866 | 169,214 |
| Fund Total and Average | | \$ 473,000 | 1.893 | | \$ 470,039 | | 92 | 1.932 | \$ 470,706 | | | \$ 470,712 |

| | | | | | | | | | | | |
|---------------|----|-----------|-------|----|-----------|----|-------|----|------------|----|-----------|
| GRAND TOTALS: | \$ | 6,744,678 | 1.811 | \$ | 6,705,025 | 86 | 1.847 | \$ | 6,714,084. | \$ | 6,714,130 |
|---------------|----|-----------|-------|----|-----------|----|-------|----|------------|----|-----------|

*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 08/31/2019



**Northern California Power Agency
Treasurer's Report**

08/31/2019

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 | 1,519 | 0.600 | 07/01/2013 | 1,519 | | 1 | 0.600 | 1,519 | SYS79005 | 79005 | 1,519 |
| U.S. Treasury | USB | 333,000 | 2.000 | 07/25/2019 | 329,633 | 01/23/2020 | 144 | 2.048 | 330,572 | 912796TC3 | 26844 | 330,336 |
| Federal Farm Credit | USB | 4,360,000 | 1.860 | 06/08/2016 | 4,360,000 | 05/25/2021 | 632 | 1.659 | 4,347,400 | 3133EGBZ7 | 26337 | 4,360,000 |
| Federal Home Loan Mt | USB | 150,000 | 1.125 | 07/28/2017 | 146,648 | 08/12/2021 | 711 | 1.699 | 148,916 | 3137EAE9 | 26454 | 148,384 |
| Federal Home Loan Ba | USB | 4,100,000 | 2.125 | 08/28/2017 | 4,166,306 | 06/10/2022 | 1,013 | 1.760 | 4,168,552 | 313379Q69 | 26463 | 4,139,627 |
| Fund Total and Average | | \$ 8,944,519 | 1.878 | | \$ 9,006,106 | | 791 | 1.721 | \$ 8,996,959 | | | \$ 8,979,866 |

LEC Iss#1 2010B BABS Subs Resv

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|------------|------------|--------------|---------------------|-----------|-------|---------------------|
| US Bank Trust | USB | 990 | 0.600 | 07/01/2013 | 990 | | 1 | 0.600 | 990 | SYS79006 | 79006 | 990 |
| Federal Home Loan Ba | USB | 2,145,000 | 3.375 | 07/28/2017 | 2,255,146 | 06/12/2020 | 285 | 1.540 | 2,170,054 | 313370E38 | 26455 | 2,174,933 |
| Federal Home Loan Ba | UBOC | 150,000 | 1.920 | 07/25/2019 | 147,080 | 07/24/2020 | 327 | 1.980 | 147,630 | 313384ZU6 | 26845 | 147,384 |
| Fund Total and Average | | \$ 2,295,990 | 3.282 | | \$ 2,403,216 | | 288 | 1.568 | \$ 2,318,674 | | | \$ 2,323,307 |

LEC Issue #2 2010B DSR BABS

| | | | | | | | | | | | | |
|-------------------------------|-----|----------------------|--------------|------------|----------------------|------------|------------|--------------|-----------------------|-----------|-------|----------------------|
| US Bank Trust | USB | 1,594 | 0.600 | 07/01/2013 | 1,594 | | 1 | 0.600 | 1,594 | SYS79013 | 79013 | 1,594 |
| U.S. Treasury | USB | 1,129,000 | 1.999 | 07/25/2019 | 1,117,585 | 01/23/2020 | 144 | 2.048 | 1,120,770 | 912796TC3 | 26846 | 1,119,988 |
| Fund Total and Average | | \$ 1,130,594 | 1.998 | | \$ 1,119,179 | | 144 | 2.046 | \$ 1,122,364 | | | \$ 1,121,562 |
| GRAND TOTALS: | | \$ 12,371,103 | 2.151 | | \$ 12,528,501 | | 638 | 1.722 | \$ 12,437,997. | | | \$ 12,424,735 |

*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 08/31/2019 Investment #26337 FFCB Callable anytime



Northern California Power Agency
Treasurer's Report
08/31/2019

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 | | | | | | | | | | | | |
| Union Bank of Califo | UBOC | 1,670,393 | 2.565 | 07/01/2013 | 1,670,393 | | 1 | 2.565 | 1,670,393 | SYS70047 | 70047 | 1,670,393 |
| Federal Home Loan Ba | UBOC | 0 | 0.002 | 07/18/2013 | 0 | | 1 | 0.002 | 0 | SYS70041 | 70041 | 0 |
| Federal National Mtg | UBOC | 3,615,000 | 1.540 | 06/30/2017 | 3,613,952 | 06/05/2020 | 278 | 1.550 | 3,607,445 | 3130ABJQ0 | 26440 | 3,614,728 |
| Federal National Mtg | UBOC | 3,000,000 | 1.300 | 06/30/2016 | 3,000,000 | 06/30/2020 | 303 | 1.300 | 2,986,980 | 3136G3UJ2 | 26341 | 3,000,000 |
| US Bank, N.A. | UBOC | 595,000 | 2.650 | 05/31/2019 | 598,290 | 05/23/2022 | 995 | 2.456 | 606,484 | 90331HPC1 | 26822 | 598,014 |
| Federal Home Loan Mt | UBOC | 2,500,000 | 2.800 | 03/20/2019 | 2,500,000 | 03/20/2024 | 1,662 | 2.990 | 2,501,325 | 3134GS5R2 | 26774 | 2,500,000 |
| Fund Total and Average | | \$ 11,380,393 | 1.962 | | \$ 11,382,635 | | 586 | 1.997 | \$ 11,372,627 | | | \$ 11,383,135 |
| GRAND TOTALS: | | \$ 11,380,393 | 1.962 | | \$ 11,382,635 | | 586 | 1.997 | \$ 11,372,627. | | | \$ 11,383,135 |

*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 08/31/2019 Investment #26822 USB Callable on and anytime after 4/22/2022



Northern California Power Agency
Treasurer's Report

08/31/2019

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 08/31/2019



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: September 9, 2019

To: Lodi Energy Center Project Participant Committee

Subject: August 31, 2019 Financial Reports (Unaudited)

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

| | | August | |
|--|-----------|--------------------|-----------------------|
| | | 2019 | 2018 |
| ASSETS | | | |
| CURRENT ASSETS | | | |
| Cash and cash equivalents | \$ | 74,643 | \$ 72,868 |
| Interest receivable | | 162 | 235 |
| Inventory and supplies - at average cost | | 2,202,633 | 2,110,854 |
| Prepaid insurance | | 169,968 | 157,092 |
| Due from (to) Agency, net | | 24,379,000 | 30,130,207 |
| TOTAL CURRENT ASSETS | | 26,826,406 | 32,471,256 |
| RESTRICTED ASSETS | | | |
| Cash and cash equivalents | | 796,062 | 3,995,562 |
| Investments | | 29,765,906 | 26,471,877 |
| Interest receivable | | 77,196 | 89,298 |
| TOTAL RESTRICTED ASSETS | | 30,639,164 | 30,556,737 |
| ELECTRIC PLANT | | | |
| Electric plant in service | | 423,853,037 | 423,810,113 |
| Less: accumulated depreciation | | (98,606,845) | (83,989,256) |
| | | 325,246,192 | 339,820,857 |
| Construction work-in-progress | | 182,398 | 182,398 |
| TOTAL ELECTRIC PLANT | | 325,428,590 | 340,003,255 |
| OTHER ASSETS | | | |
| Unamortized excess cost on advance refunding of debt, net | | 1,769,875 | 2,079,045 |
| Regulatory assets | | 24,785,331 | 24,064,516 |
| TOTAL OTHER ASSETS | | 26,555,206 | 26,143,561 |
| TOTAL ASSETS | \$ | 409,449,366 | \$ 429,174,809 |

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

| | August | |
|---|-----------------------|-----------------------|
| | 2019 | 2018 |
| LIABILITIES & NET POSITION | | |
| CURRENT LIABILITIES | | |
| Accounts and retentions payable | \$ 2,215,355 | \$ 4,816,906 |
| Operating reserves | 14,867,029 | 13,892,987 |
| Current portion of long-term debt | 12,040,000 | 11,480,000 |
| Accrued interest payable | 3,497,090 | 3,642,169 |
| TOTAL CURRENT LIABILITIES | 32,619,474 | 33,832,062 |
| NON-CURRENT LIABILITIES | | |
| Operating reserves and other deposits | 1,158,817 | 1,717,088 |
| Long-term debt, net | 319,050,000 | 331,175,963 |
| TOTAL NON-CURRENT LIABILITIES | 320,208,817 | 332,893,051 |
| TOTAL LIABILITIES | 352,828,291 | 366,725,113 |
| DEFERRED INFLOWS OF RESOURCES | | |
| Regulatory credits | 38,542,450 | 40,657,642 |
| NET POSITION | | |
| Invested in capital assets, net of related debt | (17,648,654) | (14,614,986) |
| Restricted | 14,737,408 | 15,597,619 |
| Unrestricted | 20,989,871 | 20,809,421 |
| TOTAL NET POSITION | 18,078,625 | 21,792,054 |
| TOTAL LIABILITIES AND NET POSITION | \$ 409,449,366 | \$ 429,174,809 |

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

| | | Two Months Ended August | |
|--|----|--------------------------------|--------------------|
| | | 2019 | 2018 |
| SALES FOR RESALE | | | |
| Participants | \$ | 14,919,857 | \$ 13,289,181 |
| Other | | 6,952,212 | 20,658,887 |
| TOTAL SALES FOR RESALE | | 21,872,069 | 33,948,068 |
| OPERATING EXPENSES | | | |
| Operations | | 5,417,777 | 9,650,679 |
| Depreciation | | 2,436,384 | 2,435,739 |
| Purchased power | | 83,328 | 574,324 |
| Maintenance | | 646,061 | 540,867 |
| Administrative and general | | 835,614 | 801,445 |
| Transmission | | 137,464 | 169,512 |
| Intercompany (sales) purchases | | 27,899 | 42,375 |
| TOTAL OPERATING EXPENSES | | 9,584,527 | 14,214,941 |
| NET OPERATING REVENUES | | 12,287,542 | 19,733,127 |
| OTHER REVENUES (EXPENSES) | | | |
| Interest expense | | (2,381,641) | (2,459,669) |
| Interest income | | 132,776 | 639,299 |
| Other | | 437,152 | 359,780 |
| TOTAL OTHER REVENUES (EXPENSES) | | (1,811,713) | (1,460,590) |
| FUTURE RECOVERABLE AMOUNTS | | 101,106 | 276,002 |
| REFUNDS TO PARTICIPANTS | | (19) | (18) |
| INCREASE IN NET POSITION | | 10,576,916 | 18,548,521 |
| NET POSITION | | | |
| Beginning of year | | 7,501,709 | 3,243,533 |
| End of period | \$ | 18,078,625 | \$ 21,792,054 |

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

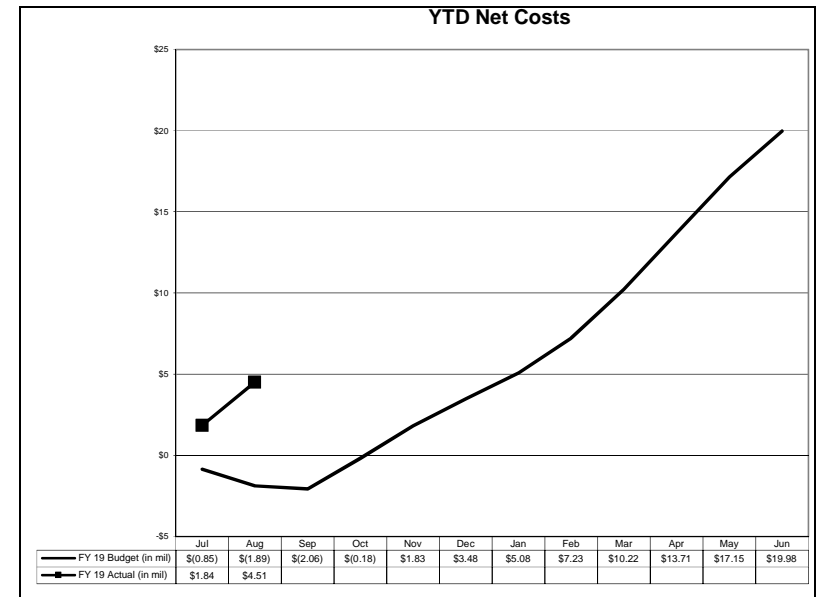
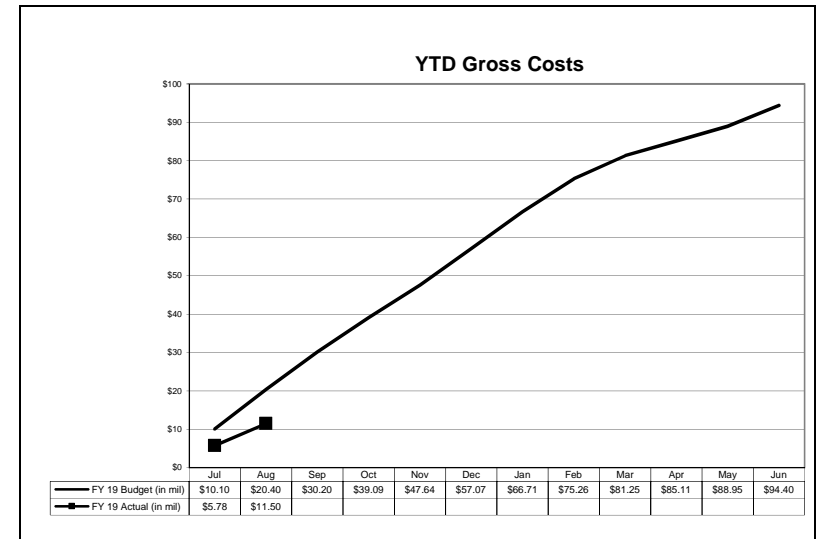
| | Annual Budget | Actual | Remaining | YTD % Remaining | Notes |
|--|----------------------|----------------------|----------------------|--------------------|----------|
| Routine O&M Costs | | | | | |
| Variable | \$ 5,381,629 | \$ 25,985 | \$ 5,355,644 | 100% | A |
| Fixed | 2,646,090 | 629,673 | 2,016,417 | 76% | |
| Administration | 209,845 | 22,741 | 187,104 | 89% | |
| Mandatory Costs | 304,750 | 121,660 | 183,090 | 60% | |
| Routine O&M Costs without Labor | 8,542,314 | 800,059 | 7,742,255 | 91% | B |
| Labor | 5,558,310 | 842,492 | 4,715,818 | 85% | |
| Total Routine O&M Cost | 14,100,624 | 1,642,551 | 12,458,073 | 88% | |
| Other Costs | | | | | |
| Fuel | 39,513,147 | 4,291,326 | 35,221,821 | 89% | |
| CA ISO Charges | 883,969 | 137,464 | 746,505 | 84% | |
| CA ISO Purchased Energy | 3,826,263 | 83,328 | 3,742,935 | 98% | |
| Debt Service | 26,054,428 | 4,342,405 | 21,712,023 | 83% | |
| Insurance | 674,648 | 112,441 | 562,207 | 83% | |
| Other Costs | 128,792 | 24,347 | 104,445 | 81% | |
| Generation Services Shared | 339,783 | 52,899 | 286,884 | 84% | |
| Administrative & General (Allocated) | 2,105,792 | 324,966 | 1,780,826 | 85% | |
| Power Management Allocated Costs | 1,439,156 | 239,859 | 1,199,297 | 83% | |
| Total O&M Cost | 89,066,602 | 11,251,586 | 77,815,016 | 87% | |
| Projects | | | | | |
| Operations & Maintenance | 920,683 | - | 920,683 | 100% | |
| Capital | 2,915,858 | - | 2,915,858 | 100% | |
| Maintenance Reserve | 1,496,174 | 249,362 | 1,246,812 | 83% | |
| Total Projects | 5,332,715 | 249,362 | 5,083,353 | 95% | |
| Annual Cost | 94,399,317 | 11,500,948 | 82,898,369 | 88% | |
| Less: Third Party Revenue | | | | | |
| Interest Income | 385,845 | 43,056 | 342,789 | 89% | |
| ISO Energy Sales | 72,602,551 | 6,858,118 | 65,744,433 | 91% | |
| Ancillary Services Sales | 1,432,533 | 94,093 | 1,338,440 | 93% | |
| | 74,420,929 | 6,995,267 | 67,425,662 | 91% | |
| Net Annual Cost to Participants | \$ 19,978,388 | \$ 4,505,681 | \$ 15,472,707 | 77% | |
| Total Variable Costs | 49,605,008 | 4,538,103 | 45,066,905 | | |
| Total Fixed Costs | 44,794,309 | 6,962,845 | 37,831,464 | | |
| | <u>\$ 94,399,317</u> | <u>\$ 11,500,948</u> | <u>\$ 82,898,369</u> | | |
| Net Cumulative Generation (MWh) | 1,599,464 | 197,953 | | | |
| Total O&M Cost Per MWh | \$ 55.69 | \$ 56.84 | | | |
| Net Annual Cost Per MWh | \$ 12.49 | \$ 22.76 | | | |

Footnotes:

General - The plant ran 28 days during the month.
August A&G allocation and generation services allocation are estimated.

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

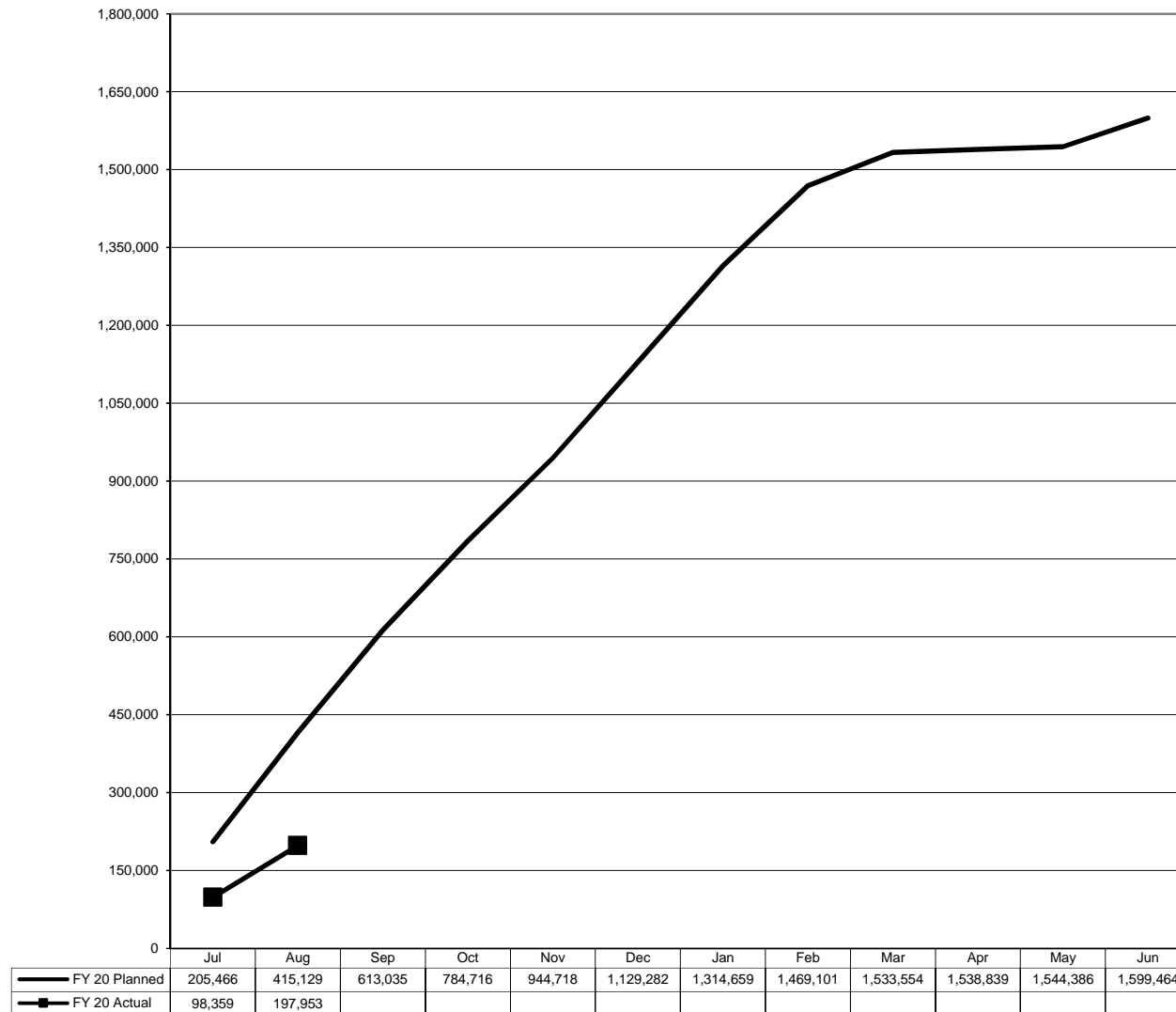
B - Higher costs due to annual permit fees payment in July.



**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: September 9, 2019

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)

September 2019

| IDENTIFIER | AZU L&P | BART | Biggs | CDWR | Gridley | Healdsburg | Lodi | Lompoc | MID | Plumas | PWR | SVP | Ukiah | Total |
|---|---------|--------|-------|-----------|---------|------------|--------|--------|----------|---------|---------|---------|--------|-----------|
| Allocation Percentages | | | | | | | | | | | | | | |
| Generation Entitlement Share(%) | 2.79% | 6.60% | 0.27% | 33.50% | 1.96% | 1.64% | 9.50% | 2.04% | 10.71% | 0.79% | 2.67% | 25.75% | 1.79% | 100.00% |
| Obligation Accounts | | | | | | | | | | | | | | |
| Current MT Compliance Obligation (MTO) Balance (MT) | 24,778 | 58,716 | 2,386 | 314,909 | 17,472 | 14,618 | 84,514 | 18,081 | 95,309 | 6,990 | 23,733 | 229,073 | 15,883 | 906,462 |
| Current MT Compliance Instrument Account (MTA) Balance (MT) | 25,997 | 58,743 | 2,764 | 426,170 | 17,503 | 14,661 | 84,583 | 18,290 | 107,587 | 8,279 | 24,946 | 238,563 | 16,048 | 1,044,134 |
| MTA Shortfall (MT) | (1,219) | (27) | (378) | (111,261) | (31) | (43) | (69) | (209) | (12,278) | (1,289) | (1,213) | (9,490) | (165) | (137,672) |
| Monthly GHG Price \$/MT | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 | 17.23 |
| GHG Minimum Cash Compliance Obligation (\$) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Current Month CCA Balance (\$)* | 60,991 | 0 | 143 | 0 | 1,103 | 4,780 | 775 | 0 | 0 | 0 | 0 | 0 | 2,652 | 70,444 |
| Net GHG Obligation (\$) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

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

| | CY 2019 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center | | | | | | | | | | | | | |
|--|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| | Actual | | | | | | | Estimated | | | | | CY 2019 | Cumulative |
| IDENTIFIER | 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 | 98,354 | 201,964 | 148,112 | 88,711 | 70,966 | 185,330 | 1,218,536 | 8,098,794 |
| Gas Schedule (MMBtu) | 1,038,014 | 946,354 | 840,962 | 10,778 | 46,907 | 149,686 | 706,073 | 1,567,241 | 1,149,348 | 688,397 | 550,698 | 1,438,161 | 9,132,619 | 58,131,364 |
| Emissions Factor (MT/MMBtu) | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | | |
| HVAC/Water Heater (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 259 |
| Monthly MT Obligation (MTO) | 56,016 | 51,070 | 45,382 | 582 | 2,531 | 8,078 | 38,103 | 84,576 | 62,025 | 37,149 | 29,718 | 77,610 | 492,840 | 3,138,165 |
| Annual Cal e-GGRT/MT Obligation True Up (MTO) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cumulative MT Obligation (MTO) | 596,123 | 647,193 | 692,575 | 693,157 | 695,688 | 703,766 | 741,869 | 826,445 | 888,470 | 925,619 | 955,337 | 1,032,947 | 1,032,947 | 1,032,947 |
| Compliance Instrument Participant Transfers | | | | | | | | | | | | | | |
| Carryover Allowances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Auction Allowances | 88,838 | 0 | 0 | 300 | 183,648 | 20,570 | 21,597 | 1,400 | 0 | 0 | 0 | 0 | 316,353 | 3,090,029 |
| 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 | 20,570 | 21,597 | 1,400 | 0 | 0 | 0 | 0 | 316,353 | 3,090,029 |
| NCPA Compliance Instrument Purchases | | | | | | | | | | | | | | |
| Auction Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47,000 |
| Secondary Market Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reserve Sale Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Offsets Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Compliance Instrument NCPA Purchases (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47,000 |
| Compliance Instruments Internal Transfers (LEC from/to STIG) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 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 | 20,570 | 21,597 | 1,400 | 0 | 0 | 0 | 0 | 316,353 | 3,137,029 |
| Cumulative MT Account Balance (MTA) | 804,296 | 804,296 | 804,296 | 804,596 | 988,244 | 1,008,814 | 1,030,411 | 1,031,811 | 1,031,811 | 1,031,811 | 1,031,811 | 1,031,811 | 1,031,811 | 1,031,811 |
| MTA Shortfall (MT) | (208,173) | (157,103) | (111,721) | (111,439) | (292,556) | (305,048) | (288,542) | (205,366) | (143,341) | (106,192) | (76,474) | 1,136 | 1,136 | 1,136 |
| Current Month CCA Balance (\$) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 70,444.00 |
| Monthly GHG Price | 15.78 | 15.83 | 16.09 | 17.14 | 17.79 | 17.31 | 17.39 | 17.20 | 17.23 | 17.29 | 17.35 | 17.41 | | |



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Date: September 4, 2019

Meeting Date: September 9, 2019

To: Lodi Energy Center Project Participant Committee

Subject: Worley Group, Inc. – First Amendment to the Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA Facilities, Members, SCPPA and SCPPA Members.

Proposal

Approve the General Manager or his designee to enter into a First Amendment to the Five Year Multi-Task Professional Services Agreement with WorleyParsons Group, Inc. with any non-substantial changes recommended and approved by the NCPA General Counsel, to change the vendor name in the agreement to Worley Group, Inc., which shall not exceed \$1,500,000 over five years for continued use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

Background

Various consulting services, including those related to project support and plant operations, are required at NCPA, Member, SCPPA, and SCPPA Member locations from time to time.

On May 2, 2019 NCPA entered into a Five Year Multi-Task Professional Services Agreement for consulting services with WorleyParsons Group, Inc. NCPA was notified by WorleyParsons Group, Inc. of their intention to change their name to Worley Group, Inc., effective May 8, 2019. This amendment will change their name in the agreement to Worley Group, Inc. This amendment does not change any of the other terms or conditions of the agreement.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the Agreement is not-to-exceed \$1,500,000 over five years to be used out of NCPA approved annual operating budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task Professional Services Agreement with WorleyParsons Group, Inc.
- First Amendment to Multi-Task Professional Services Agreement with WorleyParsons Group, Inc.



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEYPARSONS GROUP, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and WorleyParsons Group, Inc., a Delaware corporation with its office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as the "Parties") as of MAY 1, 2019 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
 - 1.2.1 If Contractor's failure to conform to this standard of performance is discovered within four (4) years of the completion of the Services under any Purchase Order, and provided that Contractor is notified of such nonconformance within thirty (30) days after the discovery thereof, then Contractor shall, as its sole obligation, re-perform the deficient Services at no cost to Agency.
- 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 FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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; provided that in the event Agency disputes an invoice in whole or in part, the Agency shall notify Consultant in writing by the payment due date of the basis for the portion in dispute and pay the undisputed amount of the invoice within the time provided for herein. Consultant shall be entitled to suspend until fully paid, or terminate the Services under this Agreement should Agency fail to compensate Consultant in accordance with the terms and conditions of this Agreement for undisputed Services performed.

- 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 limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001

(current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$250,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. 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 Reserved.

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, SCPPA 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.

5.3 Limitation of Liability. Notwithstanding any other provision herein to the contrary:

5.3.1 In no event shall either Party be liable to the other for special, indirect, incidental, punitive or consequential damages of any nature (regardless of whether such damages are alleged to have risen from negligence; breach of warranty; breach of contract; or other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing) including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services, goods and utilities; damages arising from delay; claims of customers; or interest; and

5.3.2 Consultant's maximum cumulative liability as to property damage and bodily injury under any Purchase Order issued hereunder shall be limited to the greater of the compensation received by Consultant under such Purchase Order or ten million dollars (\$10,000,000).

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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

WorleyParsons Group, Inc.
Attention: Marc Pelletier
2330 East Bidwell Street, Suite 150
Folsom, CA 95630

With a copy to:

David Mussa
Legal Department; Lobby Level G2A
2675 Morgantown Road
Reading, PA 19607

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

Date 5/1/2019


RANDY S. HOWARD,
General Manager

WORLEYPARSONS GROUP, INC.

Date APRIL 17, 2019


E.B. JENSEN,
Vice President, Power & New Energy

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF SERVICES

WorleyParsons Group Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service

**EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES**

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

**2018-2019 Rate Schedule for
Billing Classifications, Hourly Rates* and Expenses**

| Classification | POSITION TITLE | HOURLY RATES | |
|----------------|--|---------------|----------|
| | | Straight Time | Overtime |
| 3A | Senior Project Manager / Engineering Manager | \$190.29 | \$190.29 |
| 3B | Senior Supervising Engineer / Project Manager | \$169.97 | \$169.97 |
| 4A | Supervising Engineer / Technical Consultant | \$151.83 | \$151.83 |
| 4B | Principal Engineer / Project Engineer | \$139.05 | \$139.05 |
| 5A | Sr. Engineer | \$123.05 | \$123.05 |
| 5B | Engineer II | \$113.12 | \$113.12 |
| 5C | Engineer I | \$102.32 | \$102.32 |
| 4B | Principal Designer | \$141.72 | \$172.86 |
| 5A | Sr. Designer | \$118.98 | \$145.13 |
| 5D | Designer II | \$107.10 | \$130.64 |
| 6A | Sr. CAD Technician | \$92.69 | \$113.06 |
| 6B | CAD Technician | \$82.58 | \$100.72 |
| 4B | Project Control | \$102.32 | \$102.32 |
| 5A | Senior Project Control | \$123.05 | \$123.05 |
| 5D | Admin Assistant/Billing | \$86.09 | \$105.01 |
| 5C | Principal Document Controller | \$86.09 | \$105.01 |
| 5A | Procurement | \$123.05 | \$123.05 |

***Labor rates are valid through December 27, 2019.**

This is a summary rate sheet and is not indicative of all services available WorleyParsons. Additional rates may be provided on a Task Order basis Principal Project Manager, Principal Technical Consultant, Senior Technical and Construction Director. Depending on the specific skill and knowledge, positions are billed at individual hourly rates, to be negotiated per Task

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, E.B. JENSEN

(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

WORLEYPARSONS GROUP, 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 17 day of April, 20 17.

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



**FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEYPARSONS GROUP, INC.
CHANGING NAME TO WORLEY GROUP, INC.**

This First Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Worley Group, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2019 ("Amendment Effective Date").

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective May 1, 2019, (the "Agreement") for Consultant to provide consulting services related to project support and plant operations for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

WHEREAS, effective May 8, 2019, WorleyParsons Group, Inc. changed its name to Worley Group, Inc. and the Agency desires to amend the Agreement to reflect the change of Consultant's name to Worley Group, Inc.

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to reflect change of the Consultant's name; and

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

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

WHEREAS, WorleyParsons Group, Inc. consents to the amendment;

NOW, THEREFORE, the Parties agree as follows:

1. **As of the Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

"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 Worley Group, Inc., a Delaware Corporation with its main office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as "Parties") as of May 01, 2019 ("Effective Date") in Roseville, California."

2. **As of the Amendment Effective Date, Section 10.8 Notices** is replaced in its entirety as follows:

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

Worley Group, Inc.
Attention: Marc Pelletier
2330 East Bidwell Street, Suite 150
Folsom, CA 95630

With a copy to:
David Mussa
Legal Department; Lobby Level G2A
2675 Morgantown Road
Reading, PA 19607

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

3. Agency hereby approves the name change of the Agreement from WorleyParsons Group, Inc. to Worley Group, Inc., Consultant.
4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

WORLEY GROUP, INC.

**E.B JENSEN,
Vice President, Power & New Energy**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF SERVICES

Worley Group, Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service