



12745 N. Thornton Road
Lodi, CA 95242

phone (209) 333-6370
fax (209) 333-6374
web www.ncpa.com

LEC PPC Agenda

Subject: November 6, 2023 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations

Time: 10:00 a.m. Pacific Standard Time

*** 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 1002 Cooper Ave Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 1425 River Park Drive, Suite 300 Sacramento, CA 95815	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	CITY OF LODI 1331 S. Ham Lane Lodi, CA 95242	

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 October 9, 2023 Regular Meeting Minutes and the October 23, 2023 Special Meeting Minutes.

MONTHLY REPORTS

4. Operational Report for October 2023

5. Market Data Report for October 2023

6. Monthly Asset Report for September 2023

7. Bidding Strategies Report

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 September 2023 – Accept by all Participants

9. Financial Report for September 2023 – 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. Property Insurance Program Renewal for CY 2024** – Staff is seeing a recommendation for approval to renew the Agency's property insurance program for CY 2024.
- 12. Utilicast, LLC MTCSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with Utilicast, LLC for miscellaneous energy and utility related consulting services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 13. Valley Power Systems North, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Valley Power Systems North, Inc. for fire pump maintenance related services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 14. North American Substation Services, LLC MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with North American Substation Services, LLC for transformer related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 15. FY23 Annual Billing Settlement Summary** – Staff is seeking a recommendation for approval of the FY23 Annual Billing Settlement Summary for the period July 1, 2022 through June 30, 2023.

Consent Items pulled for discussion: _____

DISCUSSION/ACTION ITEMS

- 16. Appointment of a New Chairperson for LEC PPC** – Election of a new Chairperson to conduct the business of the LEC Project Participant Committee.
- 17. Appointment of a New Vice Chairperson for LEC PPC** – Election of a new Vice Chairperson to conduct the business of the LEC Project Participant Committee.

INFORMATIONAL ITEMS

- 18. Lodi Energy Center Hydrogen Upgrade Project** – Staff will provide an update regarding the potential hydrogen upgrade project at the Lodi Energy Center.
- 19. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: December 11, 2023 at 10:00 a.m. Pacific Standard Time.

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

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web www.ncpa.com

LEC PPC Special Meeting Minutes

Date: Monday, October 23, 2023

Time: 10:00 am Pacific Standard Time

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

Subject: Lodi Energy Center Project Participant Committee Special 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 special meeting was called to order at 10:12 am by Chairman Brock Costalupes. He asked that roll be called for the Project Participants as listed below. Gridley, Lompoc and Ukiah arrived after roll call and participated in the discussion and voting process.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Present	6.6000%
Biggs - Schmidt	Present	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - McDonald	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah -	Absent	1.7857%
Summary		
Present	8	91.7858%
Absent	5	8.2142%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	October 23, 2023	

Public Forum

Chairman Costalupes 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.

BUSINESS ACTION ITEMS

3. Gas Turbine Thermal Performance Upgrade Feasibility Study

Rafael Santa and Jeremy Lawson presented background regarding the gas turbine thermal performance upgrade and the purpose of conducting a feasibility study before moving forward with the upgrade. The LEC PPC considered the following motion:

Date: 10/23/2023

Motion: The LEC PPC grants approval of the Gas Turbine Thermal Performance Upgrade Feasibility Study and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$300,000, to be funded from Maintenance Reserve.

Moved by:

SVP

Seconded by:

Biggs

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	0.2679%
CDWR	No	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Yes	1.7857%
Vote Summary		
Total Ayes	10	64.0715%
Total Noes	1	33.5000%
Total Abstain	0	0.0000%
Total Absent	2	2.4285%
Result:	Motion Passed	

During the meeting it was discussed that NCPA would research the ability to substructure the allocation of costs and benefits of the capital project among those who wish to participate or not participate. NCPA will review the results of the vote and wait 10 days for participants to request a re-vote before notifying Siemens to proceed with the study.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, November 6, 2023.

The special meeting was adjourned at 11:06 am.

Submitted by: Julie Kenkel

DRAFT



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Roseville, CA 95678

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LEC PPC Meeting Minutes

Date: Monday, October 9, 2023

Time: 10:00 am Pacific Standard Time

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

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Present	6.6000%
Biggs - Schmidt	Present	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - McDonald	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah -	Absent	1.7857%
Summary		
Present	8	91.7858%
Absent	5	8.2142%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	October 9, 2023	

Public Forum

Chairman Costalupes 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 September 11, 2023 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 10/9/2023

Motion: The PPC approves the minutes from the September 11, 2023 Regular Meeting.

Moved by: SVP

Seconded by: Lodi

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	91.5179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	8.4821%
Result: Motion Passed		

*Before moving on to the monthly reports, Rafael Santana requested to present item 16, the 2024 LEC Spring Outage information before item 15, the Gas Turbine Thermal Performance Upgrade Feasibility Study information. There were no objections to these presentations being rearranged.

MONTHLY REPORTS

4. Operational Report for September 2023

Ryan Johnson presented the Operational Report for September. There were no OSHA recordable accidents and no NERC/WECC or permit violations. There were two outages. One due to STG GSU Gas Analyzer trouble and one was Telemetry Outage. 2024 planned outage is scheduled for April 1-30 for annual maintenance and steam turbine excitation upgrade.

The operational report reflected monthly production of 31,971 MWH, 126 service hours, and equivalent operating availability of 98.5%. The report set for the Capacity Factor @ 302MW Pmax of 14.7%. There were 4 cold starts during the month.

5. Market Data Report for August 2023

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 9 out of 30 available days. There were four starts in the month of September. There were twenty-one days where LEC was uneconomic. LEC had three days of uninterrupted operations.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for August 2023, showing that net costs are under budget. Rafael reported that the margin rose due to hot weather in August. Rafael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for September 2023. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items # 8 – # 14)

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

Date: 10/9/2023

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for August 2023; **9.** Financial Report for August 2023; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** PMOA Schedule 6.00 revisions reflecting changes for the California Department of Water Resources; **12.** High Sierra Timber Management, LLC 5-year MTGSA for vegetation management related services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **13.** American Crane Rental, Inc. 5-year MTGSA for crane related services, not to exceed \$1,500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **14.** Bayside Insulation & Construction, Inc. 5-year MTGSA for insulation services, not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA.

Moved by: SVP
Seconded by: CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	91.5179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	8.4821%
Result: Motion Passed		

BUSINESS ACTION ITEMS

***16. 2024 LEC Spring Outage** – Staff is seeking approval authorizing the LEC 2024 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,479,649 with \$1,935,000 from Maintenance Reserves. The LEC PPC considered the following motion:

Date: 10/9/2023

Motion: The LEC PPC grants approval authorizing the LEC 2024 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,479,649 with \$1,935,000 from Maintenance Reserves.

Moved by: Azusa

Seconded by: MID

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	91.5179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	8.4821%
Result:	Motion Passed	

***15. Gas Turbine Thermal Performance Upgrade Feasibility Study** – Staff is seeking a recommendation for approval to conduct a plant feasibility study for the 15MW FX upgrade and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$300,000, to be funded from Maintenance Reserve.

It was decided that this vote would be delayed until October 23, 2023, when a Special Meeting will be held. Prior to this Special Meeting, NCPA will provide additional information regarding the cost, benefits and timeline of the upgrade and the feasibility study.

INFORMATIONAL ITEMS

Additional Operational Updates

17. FY2023 Annual Billing Settlements Review – Sondra Ainsworth presented a draft of LEC's FY2023 Annual Billing Settlement and encumbrances for the period of July 1, 2022 to June 30, 2023. The Final Annual Billing Settlement will be presented at the next regular PPC meeting for approval before being presented to the Commission for approval at the November 30, 2023 commission meeting

18. Lodi Energy Center Hydrogen Upgrade Project – Mike DeBortoli informed the committee that hydrogen grant awards have not been announced yet. Community meetings are scheduled to relay information to the public about hydrogen power plants. An in-depth Phase 2 information packet will be available for interested members soon.

19. Additional Operational Updates – There were no additional operational updates.

Adjournment

A special meeting of the PPC is scheduled for Monday, October 23, 2023.

The next regular meeting of the PPC is scheduled for Monday, November 6, 2023.

The meeting was adjourned at 11:43 am.

Submitted by: Julie Kenkel

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 11/06/2023

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable/Reportable: 0 Incidents

Notice of Violations

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

Outage Summaries:

- 10/06 @ 11:13 - 14:11; Gas line regulator loss of pressure, OMS 14415528
- 10/21 @ 15:00 - 15:57; Start failure, blade path spread trip, OMS 14503184
- 10/21 @ 16:13 - 22:01; Blowdown tank level transmitter trouble, OMS 14503184

Planned Outage Summaries:

- April 1-30, 2024; Steam turbine excitation upgrade, annual maintenance outage

LEC Generating Unit Statistics:
Date:

10/1/2023

1. Monthly Production
2. Productivity Factor
 - a. Service Hours
 - b. Service Factor
 - c. Capacity Factor @ 302MW Pmax

125,067 MWh

485 Hours

65.2 %

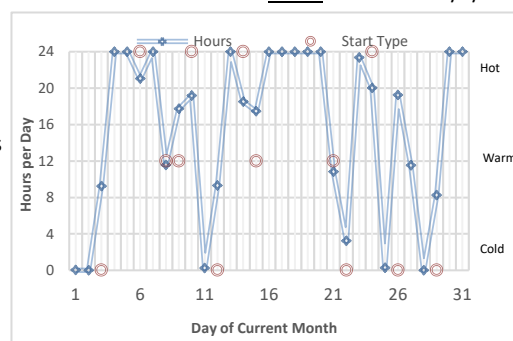
55.7 %

3. Equivalent Operating Availability (EOA)

98.7 %

4. Forced Outage Rate (FOR)

2.0 %



5. Heat Rate Deviation

- a. Fuel Cost (Not Current Market Price)

4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	6,932	1.19%	1,132	\$371
Seg. 2 284 - 296	6870	6,920	0.72%	20,250	\$4,014
Seg. 3 275 - 284	6971	6,948	-0.33%	42,048	-\$3,836
Seg. 4 250 - 275	7081	6,978	-1.46%	36,537	-\$15,089
Seg. 5 225 - 250	7130	7,049	-1.13%	14,030	-\$4,532
Seg. 6 200 - 225	7200	7,145	-0.76%	4,928	-\$1,082
Seg. 7 175 - 225	7450	7,399	-0.69%	1,685	-\$347
Seg. 8 165 - 175	7760	7,819	0.76%	624	\$147
	7,164	6,983	-2.53%	121,234	-\$20,354

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	\$2
Seg. 3 275 - 284	0	-1	1	\$14
Seg. 4 250 - 275	0	-4	4	\$125
Seg. 5 225 - 250	1	0	1	\$24
Seg. 6 200 - 225	0	0	0	\$8
Seg. 7 175 - 225	0	0	0	\$3
Seg. 8 165 - 175	10	0	10	\$302
	11	-5	16	\$478

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	4	6	5
Start Time Benchmark (Minutes)	20		
Start Time Actual (Average Minute)	17	16	18
Start Time Deviation (%)	-14%	-18%	-12%
Start Fuel Benchmark (mmBTU)	250		
Start Fuel Actual (Average mmBTU)	196	248	196
Fuel Deviation (%)	-22%	-1%	-22%
Costs of Fuel Deviations (\$)	-\$867	-\$28	-\$1,079



LEC PPC Meeting

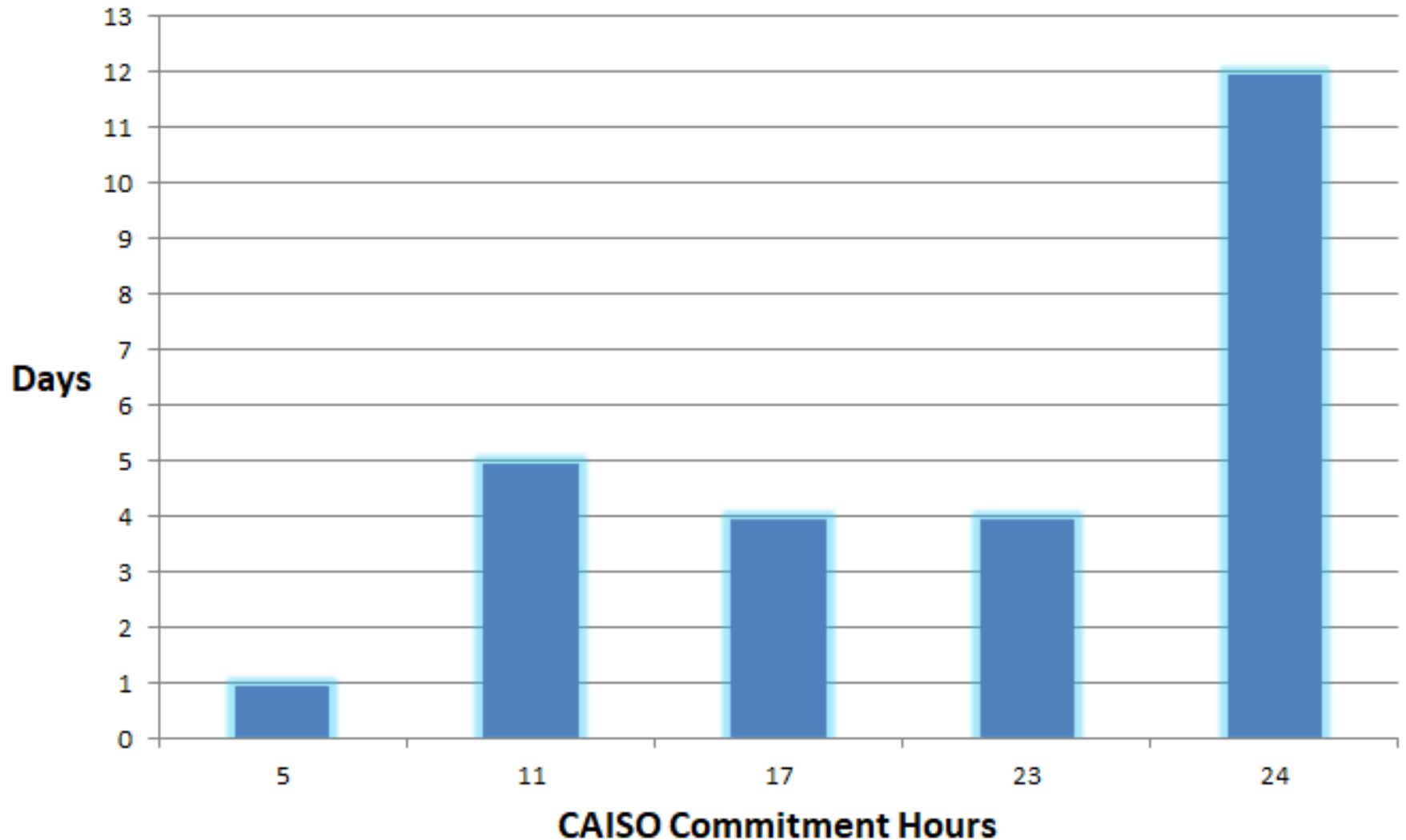
November 6, 2023

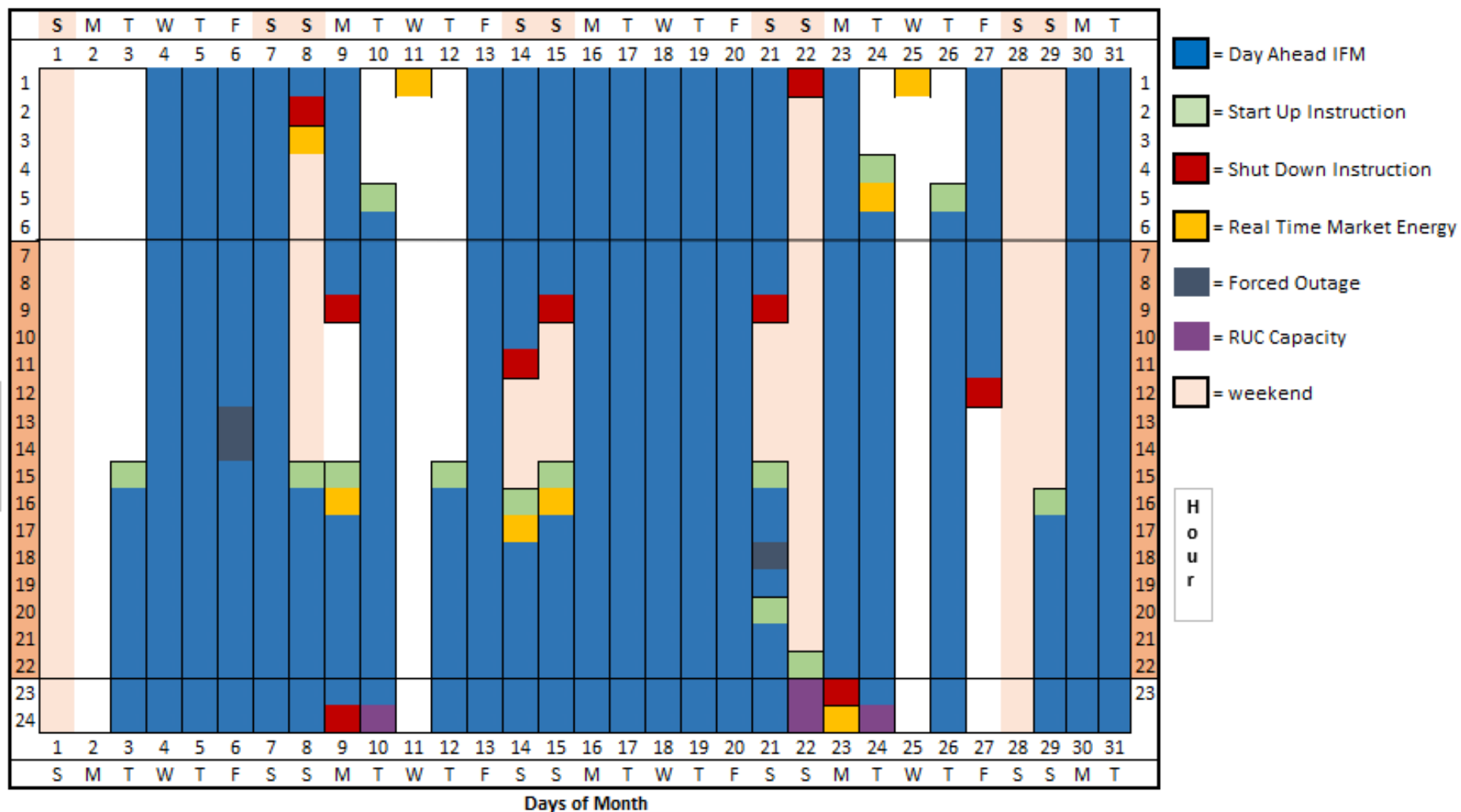
October 2023 Market Financial Results

LEC Operational Results for October 2023

- Resource Adequacy Availability Metrics:
 - 99.6% - Monthly Assessment Generic Performance
 - 99.6% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Availability Incentive Payment:
 - \$3K for Generic RA based on claimed 68.59 MW
 - \$4K for Flexible RA based on claimed 92.22 MW
- LEC was committed by CAISO for Market energy 26 days of 31 available days
 - Five (5) days where LEC was uneconomic
 - There were fifteen (15) starts during the month
 - Twelve (12) days of uninterrupted operations

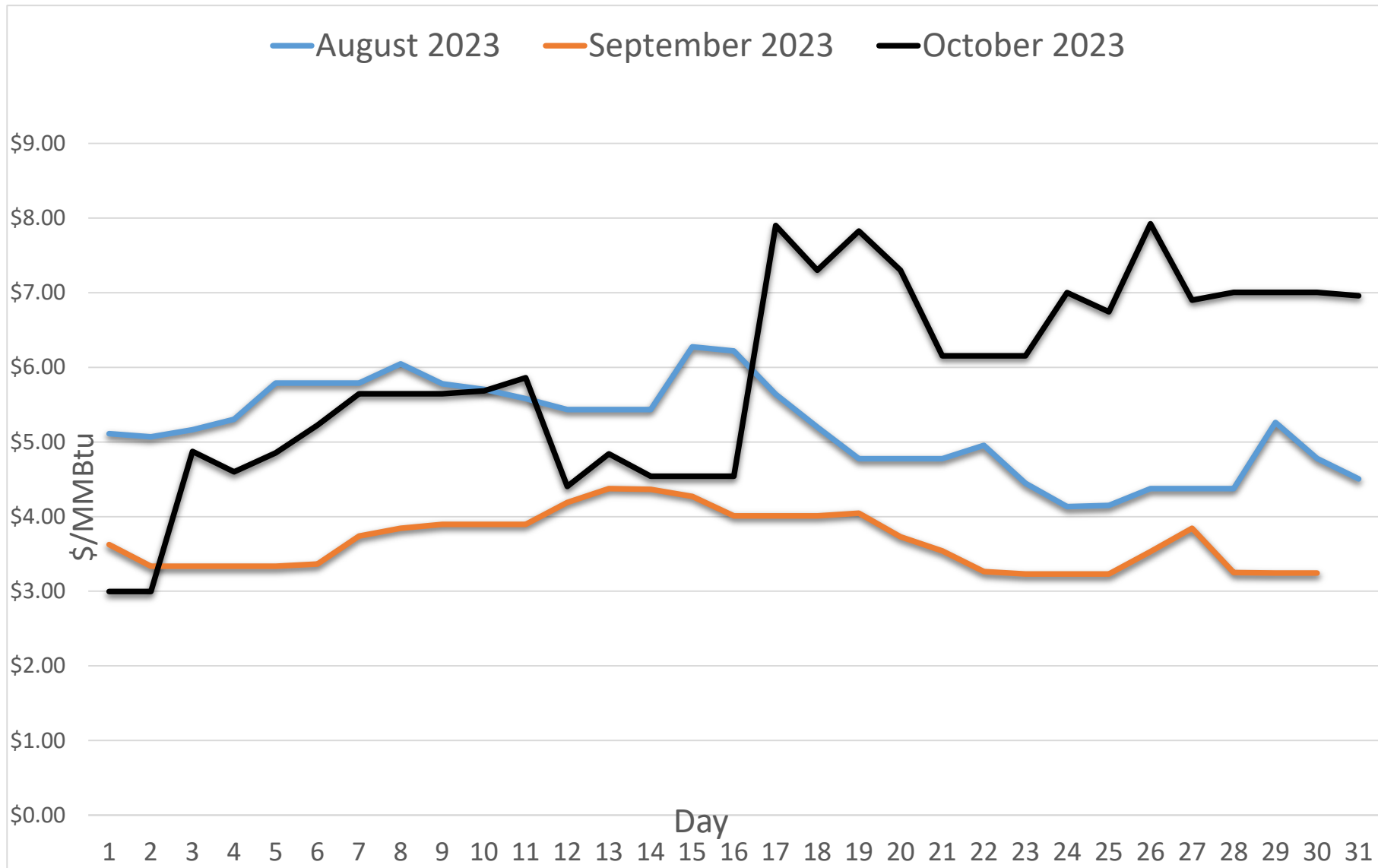
Frequency Tabulation of Daily CAISO commitment hours for October 2023





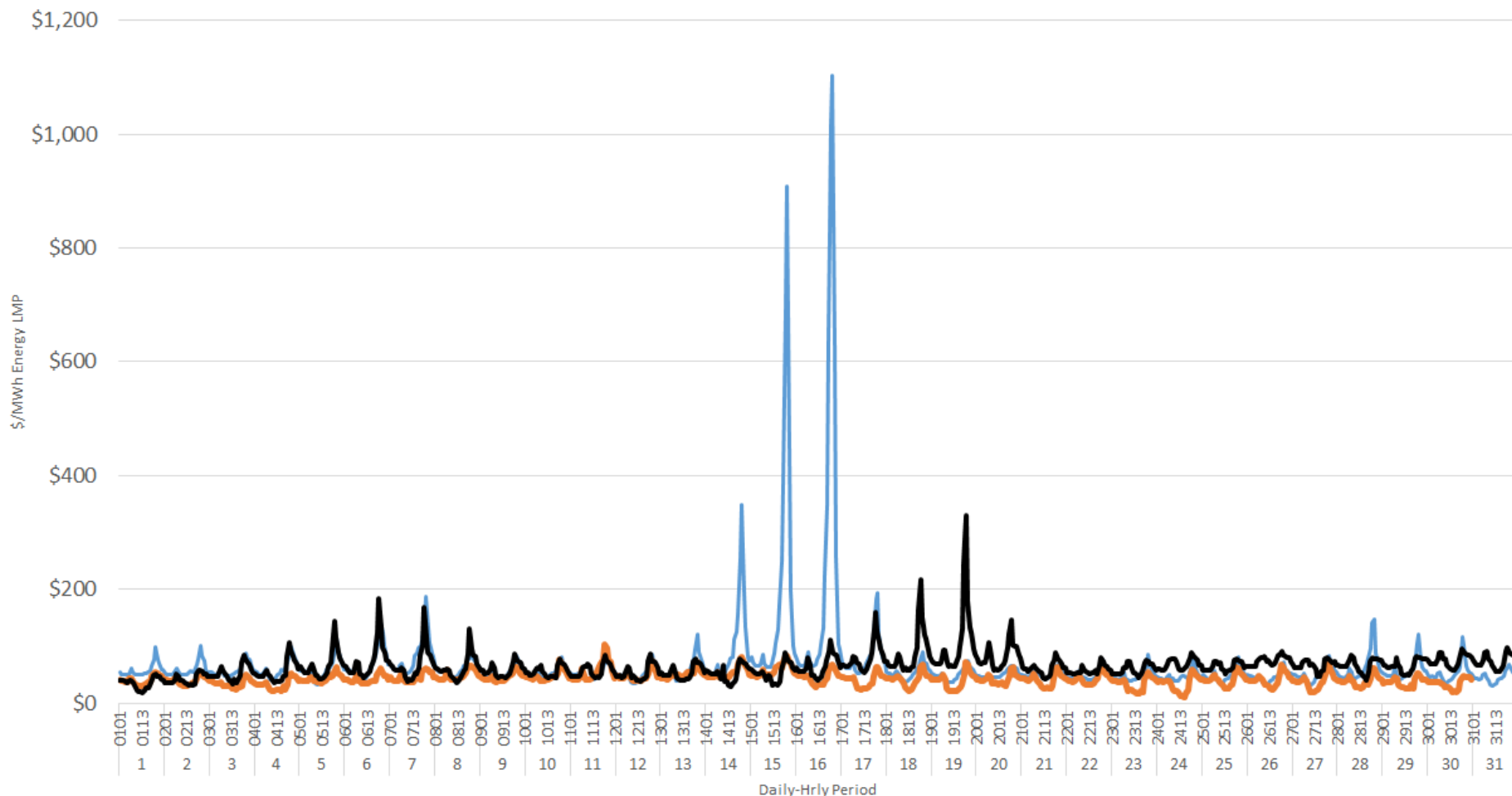
October 2023 Daily PG&E City Gate Gas Index

August 2023 September 2023 October 2023

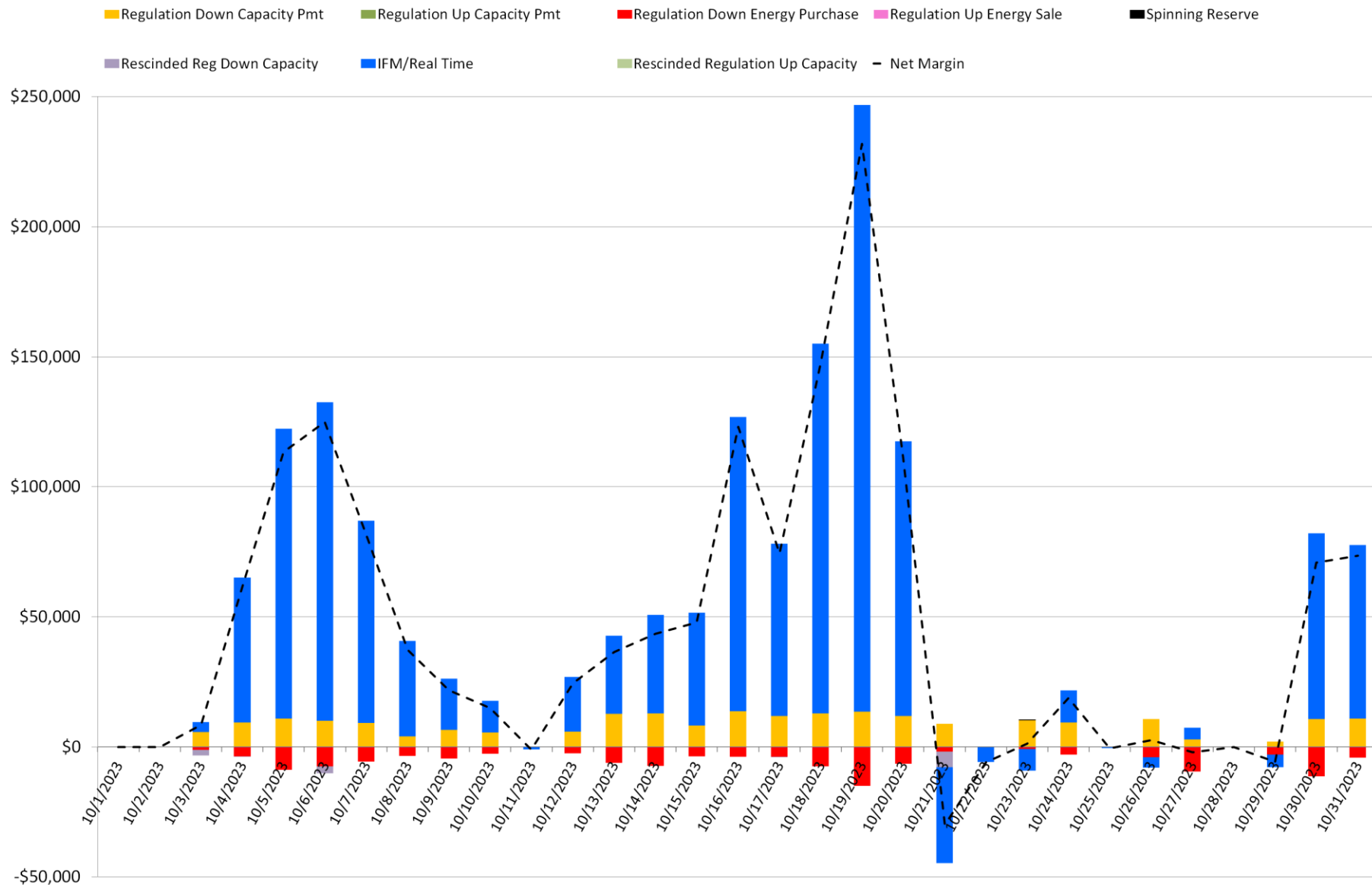


DA Energy LMP values by Month

— August 2023 — September 2023 — October 2023



October 2023 LEC Daily Margin Profile by Product



October 2023 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	9,552,800	
Regulation Up Capacity	\$	-	
Regulation Down Capacity	\$	230,300	
Spinning Reserve	\$	300	
Total Gross LEC Revenue			\$ 9,783,400
LEC CAISO GMC Costs	\$	(47,600)	
CAISO Energy & Capacity Buyback Costs	\$	(581,800)	
Total Monthly LEC Fuel Cost	\$	(5,627,300)	
Total Monthly GHG Obligation	\$	(1,749,500)	
Variable Operations & Maintenance Cost	\$	(351,800)	
Total Gross Costs			\$ (8,358,000)
Cumulative Monthly Margin			\$ 1,425,400
12 Days of Accrued LT Maintenance Costs	\$	(182,169)	
Net Cumulative Monthly Margin			\$ 1,243,231
Average Net Margin \$/MWh	\$		38.89

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

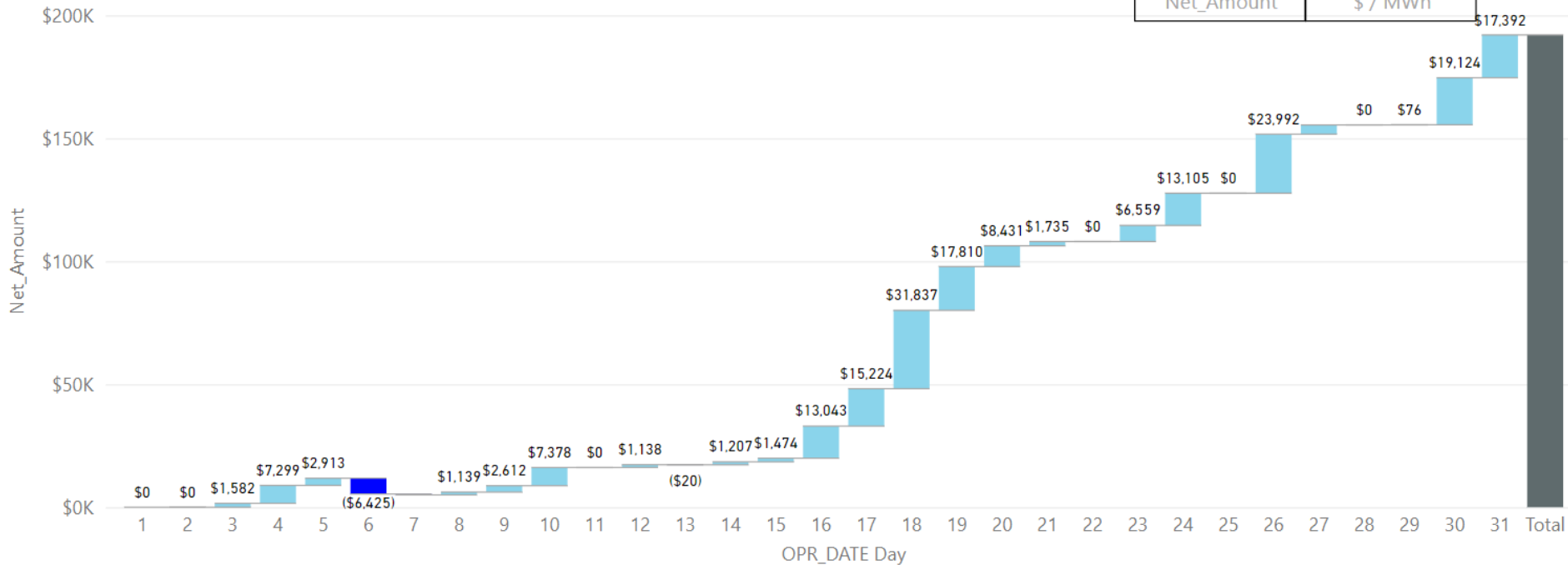
October 2023 Cost of Congestion Component

\$192,018

Net_Amount

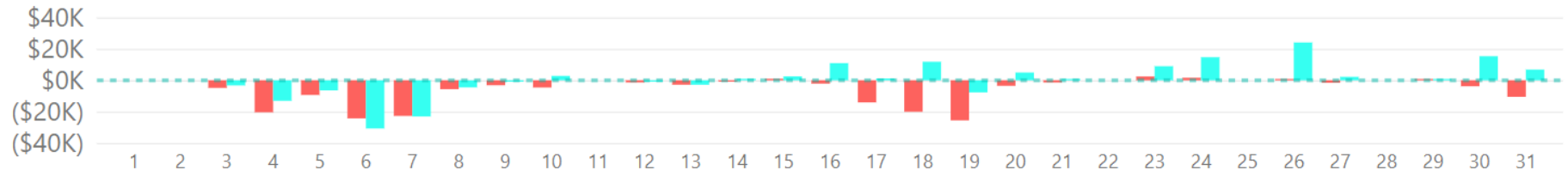
\$1.54

\$ / MWh

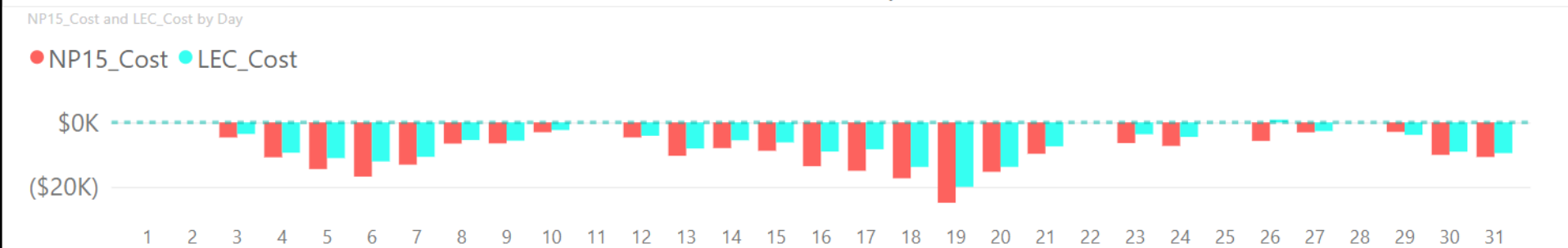
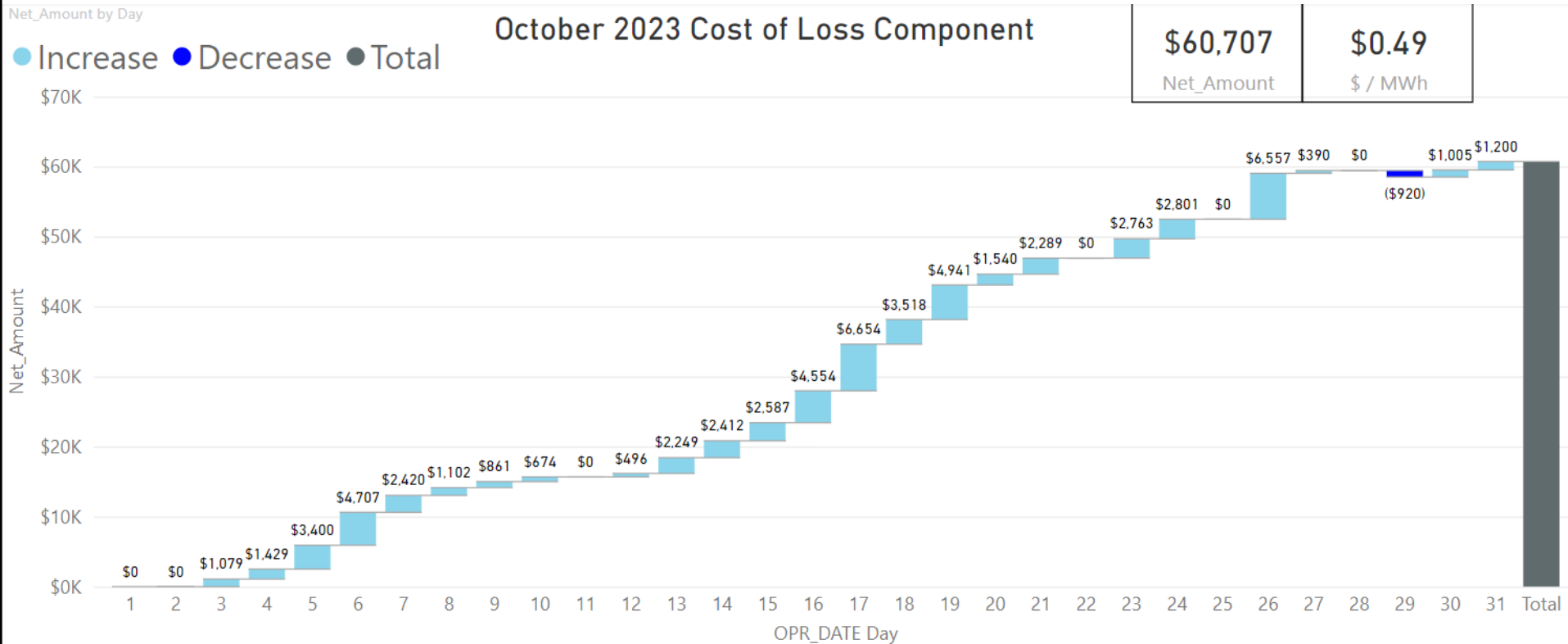


NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

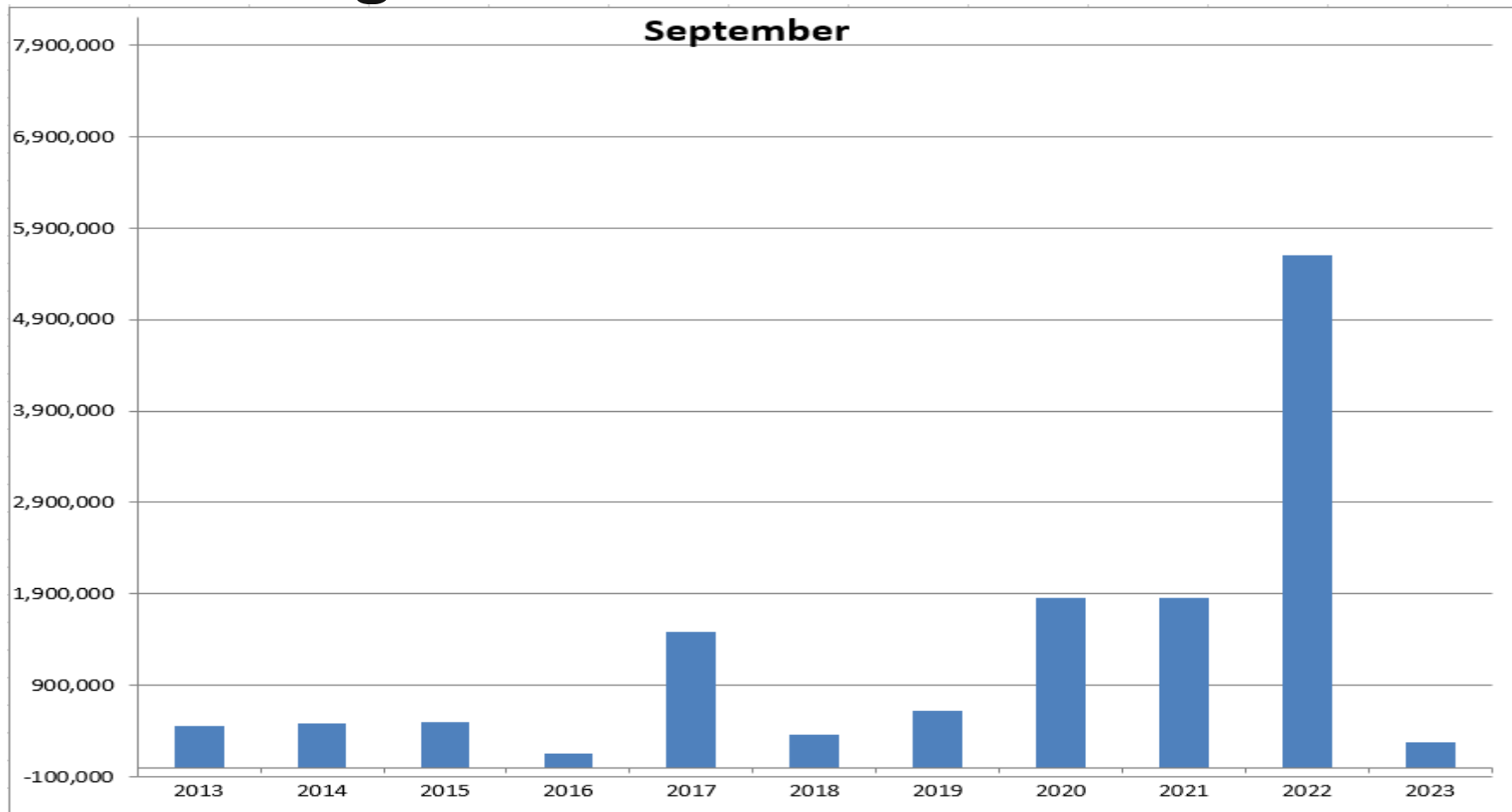




Sept Asset Report

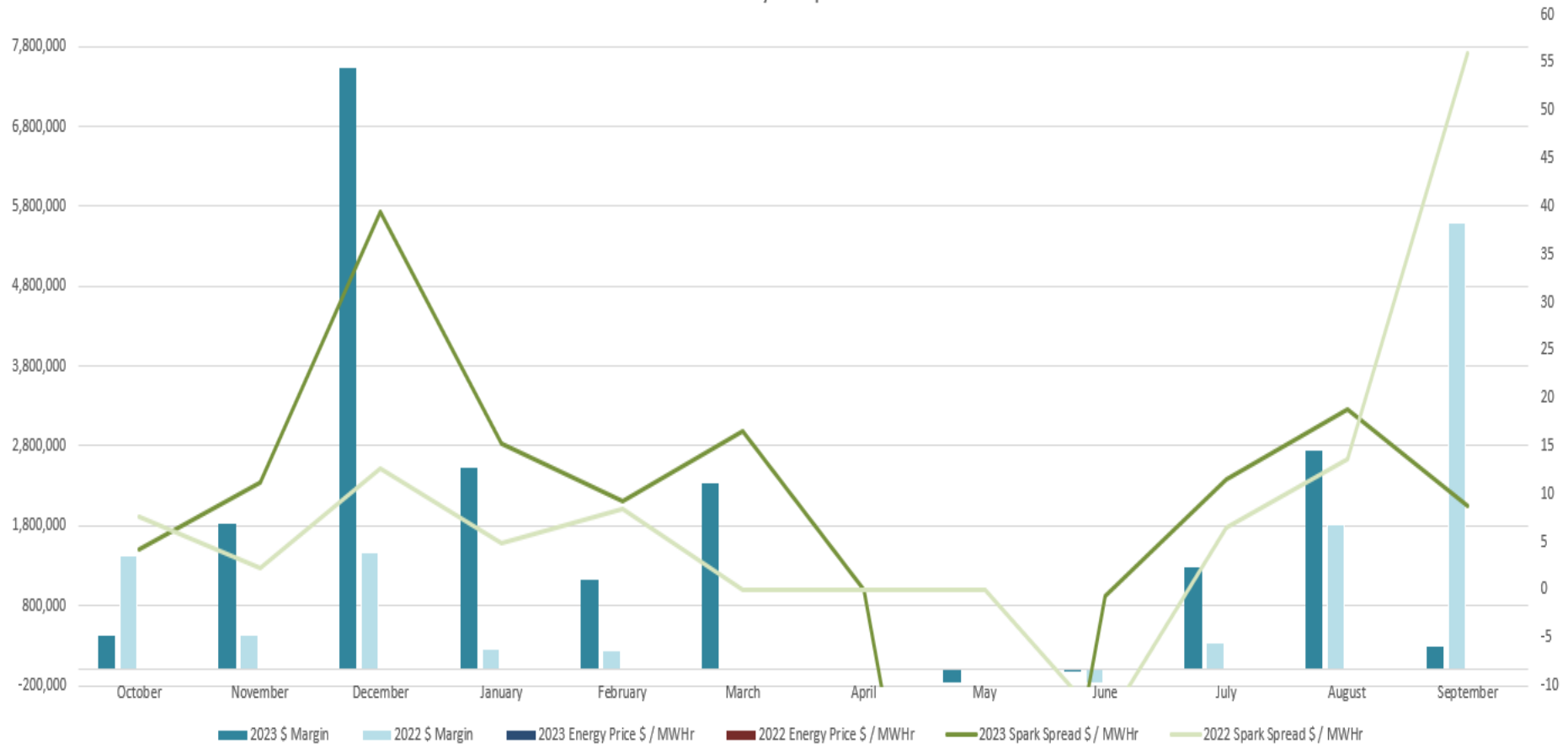
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	2,044,088	10,507,990	20,187,960	(8,463,902)	-81%	Avg. \$/MWhr pricing lower by 48% vs. Forecast. ISO Energy Sales lower by 82% vs. Forecast
VOM	1,644,190	7,424,965	12,633,211	(5,780,775)	-78%	Capacity Factor lower by 65% vs Forecast. Avg Fuel Cost lower by 51% vs Forecast
Fixed	1,104,923	1,030,973	1,230,973	73,951	7%	Payments to Tetra Eng. HRSG FAC Program and RTS for PdM program.
Projects	243,735	330,755	330,755	(87,020)	-26%	
A&G	223,194	223,280	223,280	(86)	0%	
Debt	2,166,020	2,166,350	2,166,019	(330)	-0.02%	
Net Cost	(3,337,974)	(668,333)	3,603,723	(2,669,641)	-339%	
Net Annual Cost		(22,297,379)	(12,122,418)	(\$10,174,961)		
				Above budget by 83.94%		

Historical Margins



* Sept 2023 Margin dropped to \$281,358 due to mild weather.

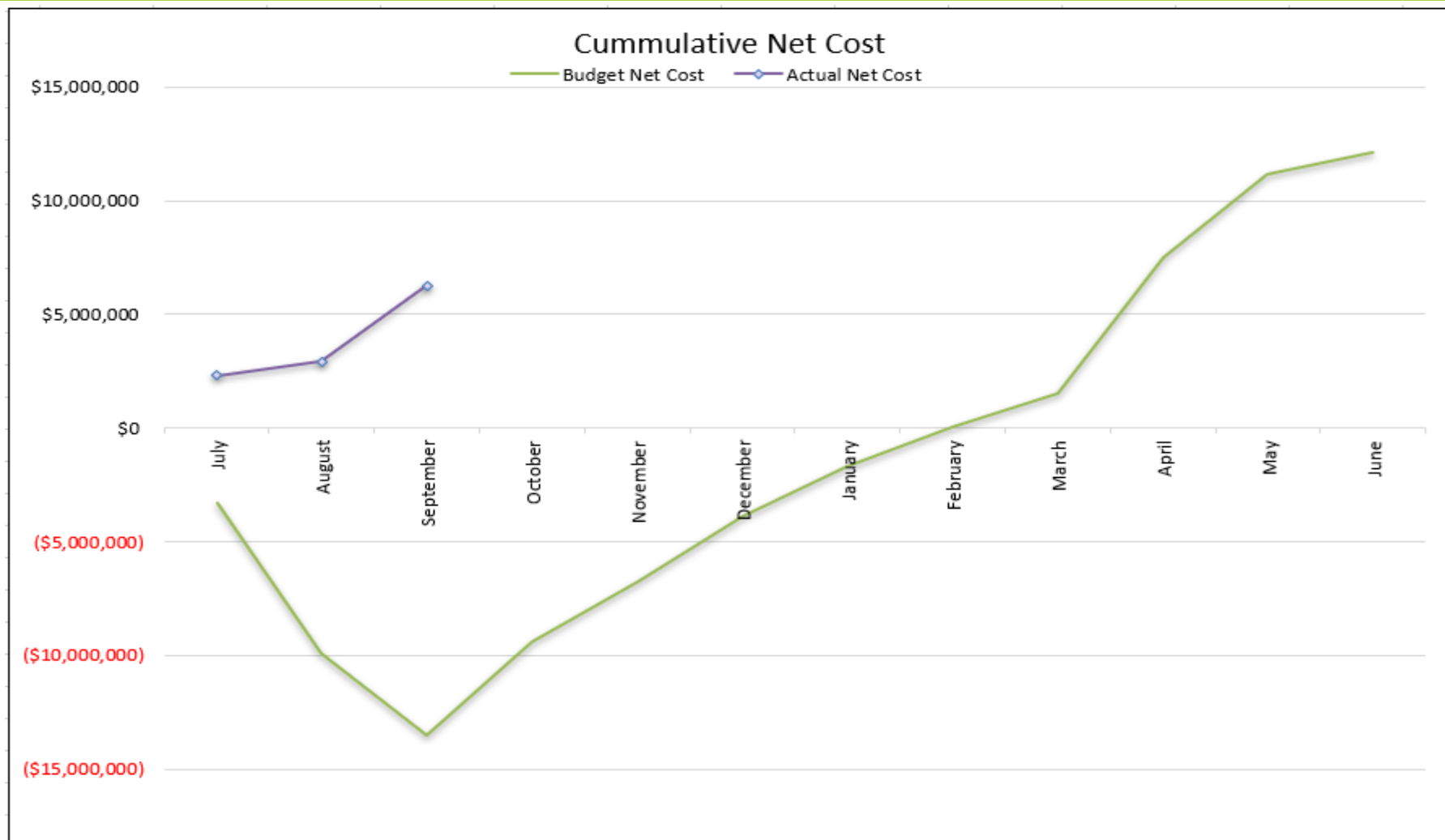
Historical Monthly Comparison



* Spark Spread lower from (Sept 2022) @ \$55.94 \$/MWhr vs. (Sept 2023) @ \$8.80 \$/MWhr

* Spark Spread delta from Sept 2022 vs 2023 @ \$47.14 \$/MWhr

* Margin comparison lower from Sept 2022 (\$5,597,812) vs Sept 2023 (\$281,358)



* Budget Net Cost (\$13,524,141) vs. Actual Net Cost \$6,247,399.

Lodi Energy Center Monthly Budget Analysis Expenditures Report Date: 10/23/2023																
	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2024 Budget	Percent Used	Comments
VOM	6,230,796	8,130,435	1,644,190	10,652,831	10,333,538	14,653,690	14,789,044	10,049,894	4,300,120	0	1,806,550	6,953,572	89,544,659	91,703,714	97.6%	
Capacity Factor	49%	65%	15%	55%	53%	62%	58%	46%	22%	0%	10%	39%	39%	39%	100.0%	Lower CF vs Forecast
Fuel Consumed (mmBTU, estimated)	778,036	1,034,230	228,909	897,522	847,244	996,445	938,729	699,874	368,607	0	179,723	629,699	7,599,018	9,058,849	83.9%	
Avg Fuel Cost (\$/mmBTU)	5.41	5.39	4.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.42	7.87	18.0%	Lower Fuel Pricing vs Forecast
Power Produced (MWhr, estimated)	110,534	148,957	31,972	124,149	115,638	138,192	129,401	95,844	48,426	0	22,289	84,396	1,049,798	1,303,566	80.5%	
Avg Power Price (\$/MWhr)	70.51	77.17	60.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.20	95.06	21.3%	Lower Power Pricing vs Forecast
Operations / Variable / LTSA	147,690	169,459	141,392	1,038,829	124,302	145,063	1,076,455	106,544	65,632	0	42,414	565,949	3,623,728	4,837,398	74.9%	
Fuel (estimated)	4,211,170	5,569,646	991,544	7,867,501	8,563,412	12,568,975	11,717,527	8,457,075	3,455,448	0	1,386,711	5,053,727	69,842,737	71,517,913	97.7%	
AB32 GHG Offset (estimated)	1,462,153	2,030,979	462,367	1,519,929	1,434,784	1,687,451	1,758,905	1,311,360	690,663	0	336,748	1,179,873	13,875,213	13,984,733	99.2%	
CA ISO Charges (estimated)	409,783	360,351	48,887	226,573	211,039	252,201	236,156	174,915	88,377	0	40,677	154,023	2,202,981	1,363,670	161.5%	
Routine O&M (Fixed)	1,364,229	1,520,704	1,104,923	1,014,060	1,006,722	1,332,092	1,082,044	1,149,642	1,120,800	1,354,887	1,318,930	1,221,232	14,590,261	14,013,817	104.1%	
Maintenance / Fixed	370,865	330,257	338,399	268,500	268,500	268,500	268,500	268,500	268,500	396,582	268,500	268,500	3,584,103	3,350,082	107.0%	Tetra Eng and RTS (PdM) payments
Administration	2,526	15,273	2,212	13,236	21,856	21,566	13,786	13,947	15,681	15,681	15,681	15,681	167,126	188,173	88.8%	
Mandatory Costs	44,199	405,606	18,181	23,800	17,842	32,525	17,861	20,325	17,907	43,800	40,525	40,525	723,096	374,870	192.9%	
Inventory Stock	0	0	0	0	0	11,773	65,373	156,346	118,188	0	144,000	0	495,680	500,000	0.0%	
Labor	675,240	484,316	459,297	422,403	412,403	711,607	430,403	404,403	414,403	612,703	564,103	610,403	6,201,684	6,167,244	100.6%	
Insurance	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	1,751,712	1,751,712	100.0%	
Power Management & Settlements	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,424	1,505,073	1,505,071	100.0%	
Other Costs	0	13,853	15,435	14,722	14,722	14,722	14,722	14,722	14,722	14,722	14,722	14,723	161,787	176,665	91.6%	
Projects	218,640	180,755	243,735	315,755	270,755	180,755	225,755	180,755	203,255	1,328,823	180,755	203,255	3,732,995	3,912,591	95.4%	
Maintenance Reserve	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	2,169,062	2,169,063	100.0%	
Operations & Maintenance Projects	37,885	0	62,980	90,000	90,000	0	45,000	0	22,500	1,148,068	0	22,500	1,518,933	1,698,528	89.4%	
Capital Projects	0	0	0	45,000	0	0	0	0	0	0	0	0	45,000	45,000	100.0%	
A&G	223,194	223,194	223,194	223,280	223,280	223,280	223,280	223,280	223,280	223,280	223,280	223,280	2,679,100	2,679,358	100.0%	
Administrative & General (Allocated)	190,458	190,458	190,458	190,498	190,498	190,498	190,498	190,498	190,498	190,498	190,498	190,498	2,285,852	2,285,971	100.0%	
Generation Services Shared	32,736	32,736	32,736	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	393,248	393,387	100.0%	
Total O&M Cost	8,036,859	10,055,088	3,216,042	12,205,926	11,834,294	16,389,817	16,320,122	11,603,570	5,847,455	2,906,990	3,529,514	8,601,338	110,547,016	112,309,480	98.4%	
Debt Service	2,166,020	2,166,020	2,166,020	0	0	0	0	0	0	0	0	0	6,498,060	25,992,239	25.0%	
Revenues	7,885,997	11,628,566	2,044,088	9,702,700	10,535,194	15,213,788	14,309,277	10,775,935	4,184,659	0	1,692,879	6,774,615	94,747,697	126,179,301	75.1%	
ISO Energy Sales (estimated)	7,793,651	11,494,752	1,919,044	9,702,700	10,535,194	15,213,788	14,309,277	10,775,935	4,184,659	0	1,692,879	6,774,615	94,396,493	123,918,636	76.2%	Lower Revenue vs Forecast
Other Income	92,346	133,814	125,044	0	0	0	0	0	0	0	0	0	351,204	2,260,665		
Net	(\$2,316,882)	(\$592,542)	(\$3,337,974)	(\$2,503,225)	(\$1,299,100)	(\$1,176,029)	(\$2,010,845)	(\$827,636)	(\$1,662,796)	(\$2,906,990)	(\$1,836,636)	(\$1,826,724)	(\$22,297,379)	(\$12,122,418)	Above budget by 83.94%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: November 6, 2023
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended September 30, 2023

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 \$877.

Investments - The carrying value of the LEC's investment portfolio totaled \$37,146,862 at month end. The current market value of the portfolio totaled \$35,714,972.

The overall portfolio had a combined weighted average interest rate of 3.609% with a bond equivalent yield (yield to maturity) of 3.649%. Investments with a maturity greater than one year totaled \$19,410,000. During the month \$4,752,872 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 1 basis point from 5.58% to 5.57% and rates on one year T-Bills increased 7 basis points from 5.39% to 5.46%.

To the best of my knowledge and belief, all securities held by LEC as of September 30, 2023 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

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

SEPTEMBER 30, 2023

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LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
September 30, 2023**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 877	\$ 8,764,538	\$ 8,765,415	23.60%	\$ 8,765,809
Debt Service Reserve	-	12,730,851	12,730,851	34.27%	12,227,975
O & M Reserve	-	15,483,247	15,483,247	41.68%	14,552,962
	877	36,978,636	36,979,513	99.55%	35,546,746
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	168,226	168,226	0.45%	168,226
Participant Deposit Account	-	-	-	-	-
	\$ 877	\$ 37,146,862	\$ 37,147,739	100.00%	\$ 35,714,972

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
September 30, 2023

	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	\$ 338	\$ -	\$ (2,178,248)	\$ 2,178,703	\$ 794
Debt Service Reserve	-	19,022	1,763	-	(20,785)	-	-
O & M Reserve	-	25,000	2,461,543	-	(2,553,075)	66,532	-
	-	44,023	2,463,644	-	(4,752,108)	2,245,235	794
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	764	-	-	(764)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 44,787	\$ 2,463,644	\$ -	\$ (4,752,872)	\$ 2,245,235	\$ 794

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
September 30, 2023

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,178,248	\$ (338)	\$ 29,906	\$ -	\$ -	\$ 2,207,816
Debt Service Reserve	20,785	(1,763)	13,816	-	-	32,838
O & M Reserve	2,553,075	(2,461,543)	(332)	-	-	91,200
	<u>4,752,108</u>	<u>(2,463,644)</u>	<u>43,390</u>	<u>-</u>	<u>-</u>	<u>2,331,854</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	764	-	-	-	-	764
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 4,752,872</u>	<u>\$ (2,463,644)</u>	<u>\$ 43,390</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,332,618</u>

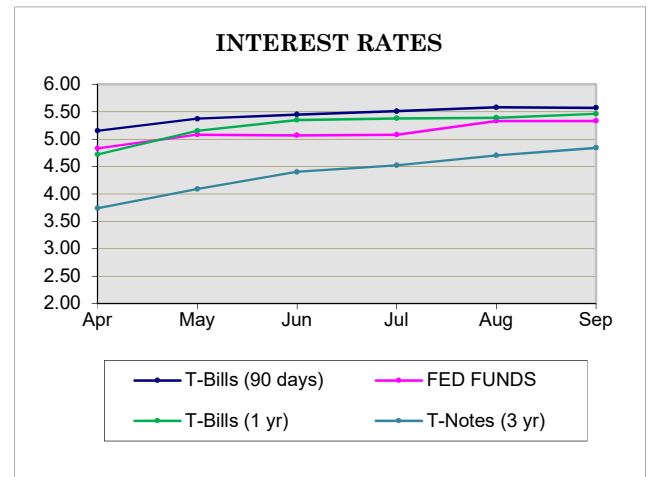
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(43,390)
Net Change in Investment –Before Non-Cash Activity	<u>\$ 2,289,228</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
September 30, 2023

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>3.609%</u>	<u>3.649%</u>
Debt Service Account	5.223%	5.381%
Debt Service Reserve	3.534%	3.587%
O & M Reserve	2.736%	2.699%
GHG Cash Account	5.520%	5.520%

<u>KEY INTEREST RATES</u>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Funds (Overnight)	5.33%	3.08%
T-Bills (90da.)	5.57%	3.37%
Agency Disc (90da.)	5.38%	3.52%
T-Bills (1yr.)	5.46%	4.07%
Agency Disc (1yr.)	5.29%	4.08%
T-Notes (3yr.)	4.84%	4.26%

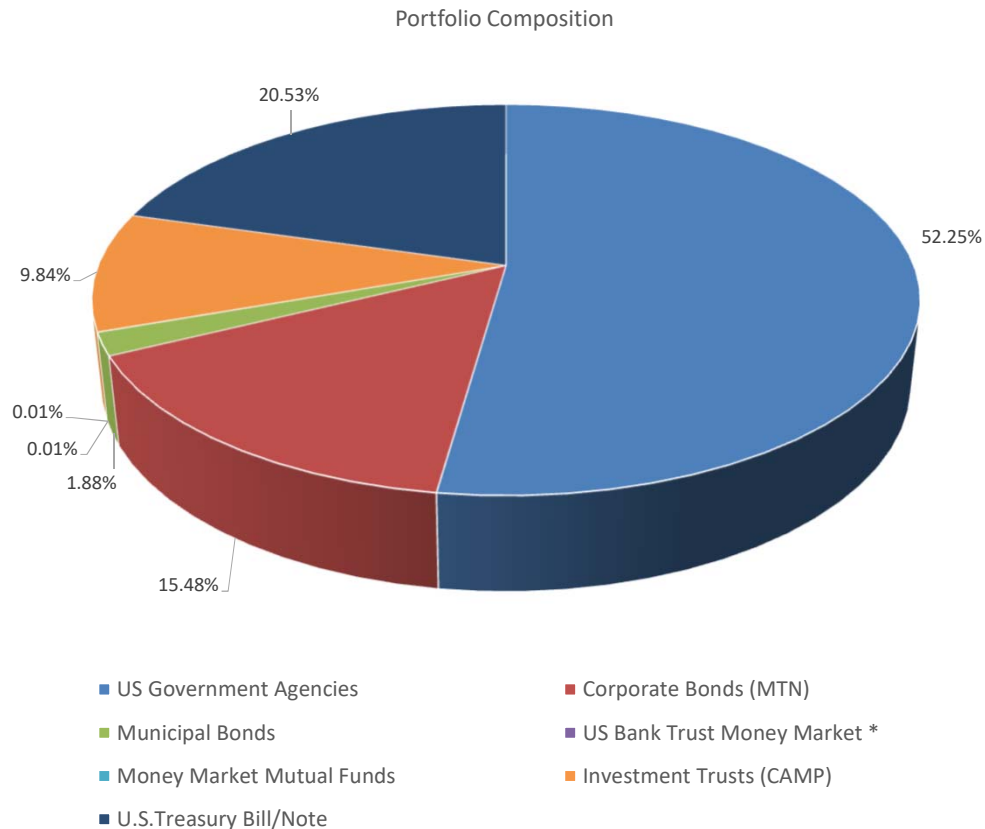


**Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
September 30, 2023**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 4,408	\$ 50	\$ -	\$ 2,070	\$ 12,941	\$ -	\$ 19,469	52.25%
Corporate Bonds (MTN)	-	-	-	-	-	5,769	-	5,769	15.48%
Municipal Bonds	-	-	-	-	-	700	-	700	1.88%
US Bank Trust Money Market *	3	-	-	-	-	-	-	3	0.01%
Money Market Mutual Funds	4	-	-	-	-	-	-	4	0.01%
Investment Trusts (CAMP)	3,668	-	-	-	-	-	-	3,668	9.84%
U.S.Treasury Bill/Note	-	7,650	-	-	-	-	-	7,650	20.53%
Total Dollars	\$ 3,675	\$ 12,058	\$ 50	\$ -	\$ 2,070	\$ 19,410	\$ -	\$ 37,263	100.00%
Total Percents	9.86%	32.36%	0.13%	0.00%	5.56%	52.09%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* Uninvested debt service balances at U.S. Bank Global Trust and Custody are swept into U.S. Bank unrated money market demand deposit investment products.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
09/30/2023

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	302	0.010		302		1	0.010	302	SYS79004	79004	302
U.S. Treasury	USBT	737,000	5.160	06/30/2023	720,838	11/30/2023	60	5.348	730,566	912796ZD4	27611	730,662
U.S. Treasury	USBT	734,000	5.230	07/28/2023	720,671	11/30/2023	60	5.400	727,592	912796ZD4	27620	727,602
Federal Home Loan Ba	USBT	731,000	5.300	08/29/2023	720,884	12/01/2023	61	5.449	724,757	313384PY9	27634	724,435
Federal National Mtg	USBT	728,000	5.205	09/28/2023	721,264	12/01/2023	61	5.326	721,783	313588PY5	27648	721,579
Fund Total and Average		\$ 2,930,302	5.223		\$ 2,883,959		60	5.381	\$ 2,905,000			\$ 2,904,580

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	852	0.010		852		1	0.010	852	SYS79012	79012	852
U.S. Treasury	USBT	796,000	5.160	06/30/2023	778,544	11/30/2023	60	5.348	789,051	912796ZD4	27612	789,154
U.S. Treasury	USBT	821,000	5.229	07/28/2023	806,091	11/30/2023	60	5.400	813,833	912796ZD4	27621	813,844
Federal Home Loan Ba	USBT	818,000	5.300	08/29/2023	806,680	12/01/2023	61	5.449	811,014	313384PY9	27635	810,654
Federal National Mtg	USBT	813,000	5.205	09/28/2023	805,477	12/01/2023	61	5.326	806,057	313588PY5	27649	805,830
Fund Total and Average		\$ 3,248,852	5.223		\$ 3,197,644		60	5.380	\$ 3,220,807			\$ 3,220,334

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	681,000	5.160	06/30/2023	666,066	11/30/2023	60	5.348	675,055	912796ZD4	27613	675,143
U.S. Treasury	USBT	664,000	5.230	07/28/2023	651,942	11/30/2023	60	5.400	658,203	912796ZD4	27622	658,212
Federal Home Loan Ba	USBT	661,000	5.300	08/29/2023	651,852	12/01/2023	61	5.449	655,355	313384PY9	27636	655,064
Federal National Mtg	USBT	657,000	5.205	09/28/2023	650,921	12/01/2023	61	5.326	651,389	313588PY5	27650	651,206
Fund Total and Average		\$ 2,663,000	5.223		\$ 2,620,781		60	5.381	\$ 2,640,002			\$ 2,639,625
GRAND TOTALS:		\$ 8,842,154	5.223		\$ 8,702,384		60	5.381	\$ 8,765,809.			\$ 8,764,539

*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 09/30/2023



Northern California Power Agency

Treasurer's Report

09/30/2023

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	736	0.010		736		1	0.010	736	SYS79005	79005	736
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	348	4.468	19,880	3130ATVD6	27586	20,073
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	820	5.010	4,753,632	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	883	0.840	3,991,696	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	985	0.799	134,805	3130AN4T4	27270	150,297
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,734	4.285	116,496	3130AWN63	27624	118,550
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,796	4.608	20,792	91282CHX2	27647	20,786
Fund Total and Average		\$ 9,541,736	2.994		\$ 9,540,652		864	2.996	\$ 9,038,037			\$ 9,540,442

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	793	0.010		793		1	0.010	793	SYS79006	79006	793
U.S. Treasury	USBT	2,317,000	5.150	06/08/2023	2,258,995	11/30/2023	60	5.355	2,296,773	912796ZD4	27600	2,297,112
Fund Total and Average		\$ 2,317,793	5.148		\$ 2,259,788		60	5.354	\$ 2,297,566			\$ 2,297,905

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	229	0.010		229		1	0.010	229	SYS79013	79013	229
U.S. Treasury	USBT	900,000	5.150	06/08/2023	877,469	11/30/2023	60	5.355	892,143	912796ZD4	27601	892,275
Fund Total and Average		\$ 900,229	5.149		\$ 877,698		60	5.354	\$ 892,372			\$ 892,504
GRAND TOTALS:		\$ 12,759,758	3.534		\$ 12,678,138		663	3.587	\$ 12,227,975.			\$ 12,730,851

*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 09/30/2023

Callable Dates:

Inv #

27199	FFCB	Anytime
27506	FHLMC	12/29/2023



Northern California Power Agency

Treasurer's Report

09/30/2023

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
First American Govt.	USBGC	3,763	5.210		3,763		1	5.210	3,763	SYS70041	70041	3,763
California Asset Mgm	CMP	3,499,964	5.520	09/09/2022	3,499,964		1	5.520	3,499,964	SYS70075	70075	3,499,964
Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70047	70047	0
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	150	5.143	49,902	3133EPCB9	27557	49,996
Federal Farm Credit	USBGC	2,050,000	5.375	09/15/2023	2,053,075	09/13/2024	348	5.217	2,046,802	3133EPVU6	27640	2,052,938
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	427	1.776	452,850	14912L6G1	26952	472,629
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	639	0.609	321,360	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	639	0.609	138,201	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	667	0.579	918,370	3136G4D75	27047	1,000,366
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	687	0.600	916,710	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	729	0.530	683,640	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	729	0.530	610,718	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	861	0.699	450,795	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	942	1.200	439,460	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,019	1.050	885,130	57629WDE7	27250	1,004,067
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,060	1.250	86,406	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,079	1.227	444,870	14913R2Q9	27290	498,899
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,120	1.567	762,518	872898AA9	27335	854,550
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,135	1.490	460,055	74460DAG4	27310	515,151
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,135	1.475	950,482	74460DAG4	27341	1,064,779
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,339	3.654	174,396	088006KB6	27424	184,510
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,605	5.003	256,570	233851DF8	27609	261,635
Fund Total and Average		\$ 15,492,727	2.736		\$ 15,507,491		621	2.699	\$ 14,552,962			\$ 15,483,247
GRAND TOTALS:		\$ 15,492,727	2.736		\$ 15,507,491		621	2.699	\$ 14,552,962.			\$ 15,483,247

*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 09/30/2023

Callable Dates:

Inv #

27047	FHLMC	Quarterly
27057	FNMA	Quarterly
27083	FFCB	Anytime
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27222	JPM	Annually
27259	BAC	Semi-annually



Northern California Power Agency
Treasurer's Report
09/30/2023

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
California Asset Mgm	CMP	168,226	5.520	09/13/2022	168,226		1	5.520	168,226	SYS70077	70077	168,226
Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70046	70046	0
Fund Total and Average		\$ 168,226	5.520		\$ 168,226		1	5.520	\$ 168,226			\$ 168,226
GRAND TOTALS:		\$ 168,226	5.520		\$ 168,226		1	5.520	\$ 168,226.			\$ 168,226

*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 09/30/2023



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: November 6, 2023

To: Lodi Energy Center Project Participant Committee

Subject: September 30, 2023 Financial Reports (Unaudited)

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

	September	
	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 168,226	\$ 462,585
Interest receivable	33,281	33,793
Inventory and supplies - at average cost	2,351,179	2,252,372
Prepaid insurance	283,178	271,310
Due from (to) Agency, net	29,978,967	50,333,407
TOTAL CURRENT ASSETS	32,814,831	53,353,467
RESTRICTED ASSETS		
Cash and cash equivalents	5,686,129	4,332,666
Investments	31,293,383	28,865,757
Interest receivable	65,891	3,396
TOTAL RESTRICTED ASSETS	37,045,403	33,201,819
ELECTRIC PLANT		
Electric plant in service	447,506,790	447,458,697
Less: accumulated depreciation	(142,522,642)	(127,772,307)
TOTAL ELECTRIC PLANT	304,984,148	319,686,390
OTHER ASSETS		
Regulatory assets	28,905,222	29,578,900
TOTAL OTHER ASSETS	28,905,222	29,578,900
TOTAL ASSETS	403,749,604	435,820,576
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	432,675	771,528
Asset retirement obligations	200,335	193,571
TOTAL DEFERRED OUTFLOWS OF RESOURCES	633,010	965,099
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 404,382,614	\$ 436,785,675

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

		September	
		2023	2022
LIABILITIES & NET POSITION			
CURRENT LIABILITIES			
Accounts and retentions payable	\$	991,872	\$ 7,228,890
Operating reserves		18,706,228	12,984,368
Current portion of long-term debt		14,239,000	13,842,676
Accrued interest payable		4,126,327	4,256,315
TOTAL CURRENT LIABILITIES		38,063,427	38,312,249
NON-CURRENT LIABILITIES			
Operating reserves and other deposits		165,932	461,985
Asset retirement obligations		200,335	193,571
Long-term debt, net		301,709,764	315,948,765
TOTAL NON-CURRENT LIABILITIES		302,076,031	316,604,321
TOTAL LIABILITIES		340,139,458	354,916,570
DEFERRED INFLOWS OF RESOURCES			
Regulatory credits		37,180,428	38,215,524
NET POSITION			
Invested in capital assets, net of related debt		2,526,556	3,227,651
Restricted		4,704,979	4,627,864
Unrestricted		19,831,193	35,798,066
TOTAL NET POSITION		27,062,728	43,653,581
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$	404,382,614	\$ 436,785,675

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

	Three Months Ended September	
	2023	2022
SALES FOR RESALE		
Participants	\$ 25,587,377	\$ 33,722,379
Other	20,385,023	35,563,341
TOTAL SALES FOR RESALE	45,972,400	69,285,720
OPERATING EXPENSES		
Operations	15,607,942	24,381,875
Depreciation & amortization	3,538,511	3,538,032
Purchased power	706,848	2,771,091
Maintenance	1,334,936	494,848
Administrative and general	1,902,854	1,436,333
Transmission	207,025	317,407
Intercompany (sales) purchases	98,209	105,039
TOTAL OPERATING EXPENSES	23,396,325	33,044,625
NET OPERATING REVENUES	22,576,075	36,241,095
OTHER REVENUES (EXPENSES)		
Interest expense	(3,168,373)	(3,264,015)
Interest income	1,907,673	1,355,190
Amortization	-	-
Insurance reimbursements	-	-
Other	1,369,985	2,521,261
TOTAL OTHER REVENUES (EXPENSES)	109,285	612,436
FUTURE RECOVERABLE AMOUNTS	(237,093)	(142,571)
REFUNDS TO PARTICIPANTS	-	-
INCREASE IN NET POSITION	22,448,267	36,710,960
NET POSITION		
Beginning of year	4,614,461	6,942,621
End of period	\$ 27,062,728	\$ 43,653,581

**Lodi Energy Center
FY 2024 Operating Costs
As of September 30, 2023**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 4,837,398	\$ 458,540	\$ 4,378,858	91%	A
Fuel & LDC Costs	71,517,913	11,421,516	60,096,397	84%	
GHG Allowance Costs	13,984,733	1,816,190	12,168,543	87%	
CA ISO Charges	675,245	207,025	468,220	69%	
CA ISO Energy Purchases	688,425	706,848	(18,423)	0%	
Total Variable Costs	91,703,714	14,610,119	77,093,595	84%	
Routine O&M Costs					
Fixed O&M	3,350,082	1,039,521	2,310,561	69%	B
Administration	188,173	20,011	168,162	89%	
Mandatory Costs	374,870	467,986	(93,116)	0%	C
Routine O&M Costs without Labor	4,413,125	1,527,518	2,885,607	65%	
Labor	6,167,244	1,618,853	4,548,391	74%	
Total Routine O&M Cost	10,580,369	3,146,371	7,433,998	70%	
Other Plant Costs					
Debt Service	25,992,239	6,498,059	19,494,180	75%	
Insurance	1,751,712	437,928	1,313,784	75%	
Other Costs	176,665	29,288	147,377	83%	
Generation Services Shared	393,387	98,209	295,178	75%	
Administrative & General (Allocated)	2,285,971	571,374	1,714,597	75%	
Power Management Allocated Costs	1,505,071	376,268	1,128,803	75%	
Total Other Plant Costs	32,105,045	8,011,126	24,093,919	75%	
Total O&M Costs	134,389,128	25,767,616	108,621,512	81%	
Projects					
Operations & Maintenance	1,698,529	100,865	1,597,664	94%	
Capital	45,000	-	45,000	100%	
Maintenance Reserve	2,169,063	542,266	1,626,797	75%	
Total Projects	3,912,592	643,131	3,269,461	84%	
Annual Cost	138,301,720	26,410,747	111,890,973	81%	
Less: Third Party Revenue					
Interest Income	250,000	304,103	(54,103)	0%	
ISO Energy Sales	123,918,636	20,317,116	103,601,520	84%	
Ancillary Services Sales	2,010,665	67,907	1,942,758	97%	
Other Income	-	803	(803)	0%	
	126,179,301	20,689,929	105,489,372	84%	
Net Annual Cost to Participants (without GHG Transfer Credits)	12,122,419	5,720,818	6,401,601		
GHG Allowance Credits	13,611,634	1,816,190	11,795,444	87%	
Net Annual Cost to Participants (with GHG Transfer Credits)	\$ (1,489,215)	\$ 3,904,628	\$ (5,393,843)	362%	
Total Variable Costs	91,703,714	14,610,119	77,093,595		
Total Fixed Costs	46,598,006	11,800,628	34,797,378		
	\$ 138,301,720	\$ 26,410,747	\$ 111,890,973		
Net Cumulative Generation (MWh)	1,626,895	291,464			
Total O&M Cost Per MWh	\$ 82.60	\$ 88.41			
Net Annual Cost Per MWh	\$ (0.92)	\$ 13.40			
Net Annual Cost Per KW Month	\$ (0.41)	\$ 1.08			

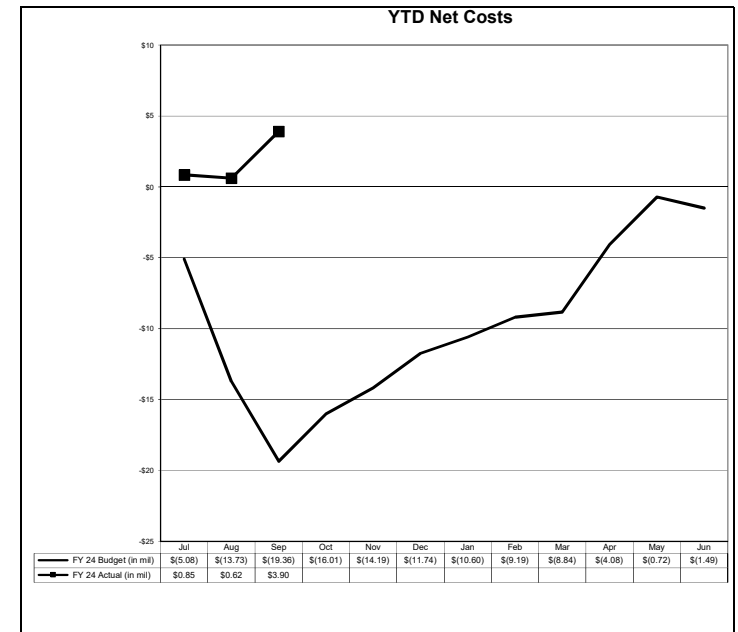
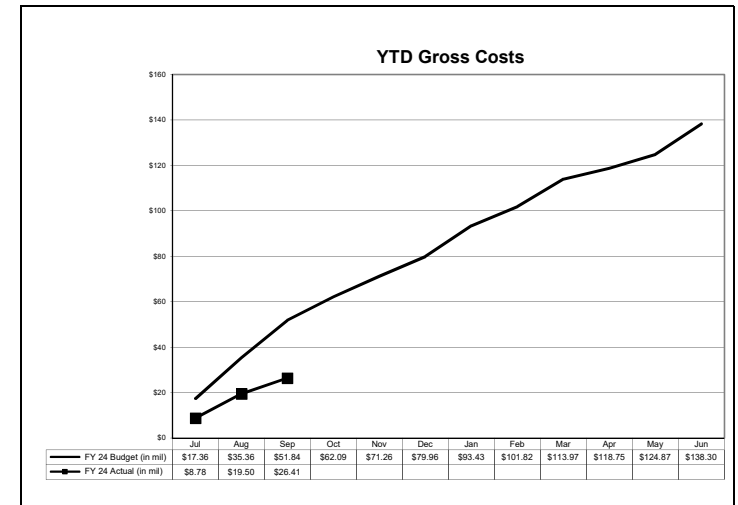
Footnotes:

General - The plant ran 6 out of 30 days during the month due to economics.

A - Higher CAISO costs due to higher settlement charges during the month.

B - Costs for materials and supplies for annual outage were higher than expected due to supply chain issues.

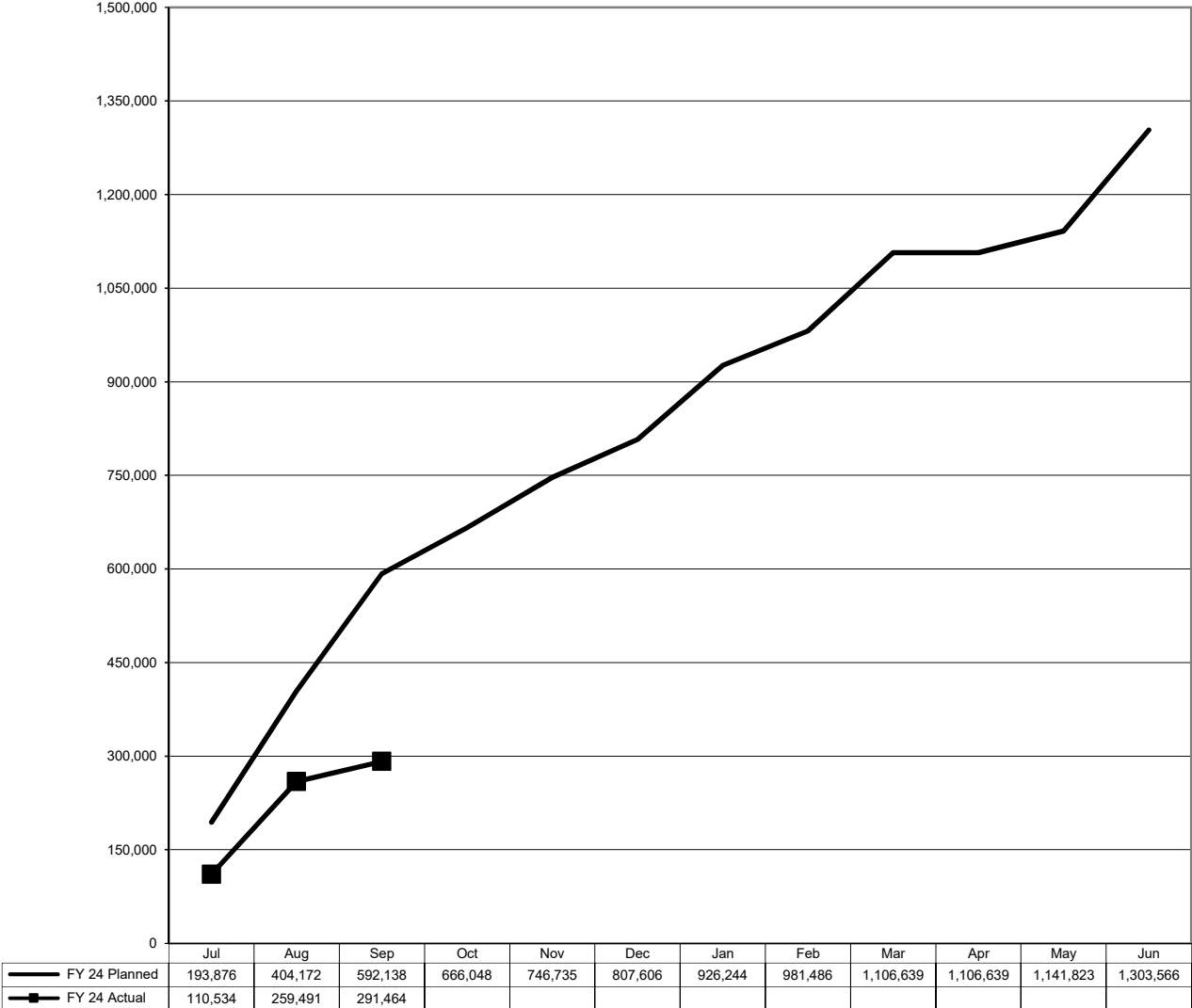
C - Expenditure for annual permit fees, including higher than expected fees to Air Resources Board.



**Annual Budget
LEC Generation Analysis
Planned vs. Actual
FY 2024**

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: November 6, 2023

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2023 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual									Estimated			CY 2023	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	166,180	121,818	140,240	43	2,250	9,803	110,534	148,958	31,973	160,649	115,637	138,190	1,146,275	12,369,850
Gas Schedule (MMBtu)	1,184,796	877,305	1,009,517	12	20,333	74,130	784,801	1,056,456	230,044	1,246,639	897,343	1,072,354	8,453,730	89,174,635
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	63,938	47,344	54,479	1	1,097	4,000	42,352	57,012	12,414	67,275	48,425	57,870	456,207	4,820,361
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	1,003,773	1,051,117	1,105,596	1,105,597	1,106,694	1,110,694	1,153,046	1,210,058	1,222,472	1,289,747	1,338,172	1,396,042	1,396,042	1,396,042
Compliance Instrument Participant Transfers														
Carryover Allowances	30,000	0	0	0	0	0	0	0	0	0	0	0	30,000	99,263
Auction Allowances	14,857	317,268	0	0	0	1,695	52,470	359	51,304	0	0	0	437,953	5,013,852
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	44,857	317,268	0	0	0	1,695	52,470	359	51,304	0	0	0	467,953	5,113,115
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	44,857	317,268	0	0	0	1,695	52,470	359	51,304	0	0	0	467,953	5,159,437
Cumulative MT Account Balance (MTA)	1,318,166	1,635,434	1,635,434	1,635,434	1,635,434	1,637,129	1,689,599	1,689,958	1,741,262	1,741,262	1,741,262	1,741,262	1,741,262	1,741,262
MTA Shortfall (MT)	(314,393)	(584,317)	(529,838)	(529,837)	(528,740)	(526,435)	(536,553)	(479,900)	(518,790)	(451,515)	(403,090)	(345,220)	(345,220)	(345,220)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	0	165,932	0	0	165,932
Monthly GHG Price	36.50	36.73	42.30	37.22	37.47	42.80	37.94	38.17	43.30	38.63	38.86	43.80		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: November 6, 2023

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Northern California Power Agency's (NCPA) Property Insurance Program for Calendar Year 2024

Proposal

LEC PPC delegates authority to the General Manager to negotiate and bind Property coverage with FM Global at a not-to-exceed premium of \$1,362,000 for CY 2024.

Background

One of the goals identified in the 2021-2026 Strategic Plan was to develop a long-term, cost-effective insurance coverage strategy while building solid relationships between the Agency and its insurers. FM Global has been insuring the Agency's property assets since 2021 and has become a trusted and valued partner. FM Global offers engineering support, cyber security assessments, and responsive account managers/engineers. In addition, FM Global provides credits, upon Board approval, for continued membership in the Mutual.

The Agency's two-year rate lock expired in CY23. Because of the expiration of the rate lock and the Agency's loss history in CY23, the rate used to calculate the total premium increased by 9%.

Engineering Support

FM Global provides engineering support to the plants through loss control visits. The ultimate goal of these visits is for FM Global to provide recommendations to plant staff with the goal of increasing the business resiliency of the plant. In addition to the loss control visits, FM Global supports plant staff with expertise from project scoping through implementation. FM Global also performs all onsite jurisdictional inspections and certifications

Account Managers and Engineers

The level of service received from FM Global's account manager and engineering team has been top-notch, far exceeding the support received from previous insurers. NCPA staff continue to build strong relationships with FM Global staff across the board.

FM Global Credits for 2023

NCPA will receive a 5% Membership Credit from FM Global in the amount of \$206,393 to be applied directly to the policy premium at renewal for CY24. In addition, NCPA will also receive a Resiliency Credit of \$206,393 (5%) for loss control recommendations with the goal of increasing plant resiliency and reducing FM Global's risk profile.

Statement of Values*Property Values (Building + Machinery and Equipment)*

For all of the Agency's property assets, a standard 5% increase over the CY23 values was used to obtain actual values for CY24; this is standard industry practice. The reported value of the Agency's property assets is \$1,344,297,188 (\$521,715,600 is LEC).

Business Interruption Insurance (BI)

LEC has declined Business Interruption Insurance as this has historically been the case for previous years.

Total Insured Value (TIV)

The total insured value is the sum of the Statement of Property Values and Business Interruption Insurance for each location. FM Global uses the TIV to calculate the total insurance premium for a given calendar year. The following TIVs were provided to FM Global:

Location	Building	Machinery and Equipment	Total Property	BI	Total
LEC	\$25,042,500	\$496,673,100	\$521,715,600	\$0	\$521,715,600
CTs	\$0	\$50,168,854	\$50,168,854	\$0	\$50,168,854
Hydro	\$307,721,901	\$74,554,220	\$382,276,121	\$100,343,375	\$482,619,496
Geo	\$62,081,512	\$311,483,550	\$373,565,062	\$126,092,549	\$499,657,611
HQ/Admin	\$12,665,172	\$3,906,380	\$16,571,552	\$0	\$16,571,552
		TOTALS:	\$1,344,297,188	\$226,435,924	\$1,570,733,112

CY24 Property Insurance Premium

FM Global presented the Agency with two proposals for the CY24 Property Insurance renewal. Option one is to make no changes and keep Earth Movement coverage at \$70M. Option two is to lower the Earth Movement Coverage to \$40M, resulting in a \$300,000 premium credit. FM Global recommends option two as the maximum foreseeable loss at any one plant is less than \$40M; Agency staff agrees with this recommendation.

	Option 1	Option 2
2023 TIV	\$ 1,570,733,112	\$ 1,570,733,112
2023 Premium	\$ 4,559,729	\$ 4,559,729
2023 TRIA	\$ 211,795	\$ 211,795
CA EM to \$40M Credit	\$ -	\$ 300,000
2023 Membership Credit	\$ 206,393	\$ 206,393
2023 Resilience Credit	\$ 206,393	\$ 206,393
Net Premium:	\$ 4,358,738	\$ 4,058,738

The property insurance premium is allocated based on the total insured value, calculated as Property Value + BI. Based on the recommendation of selection Option 2, the expected CY24

Property Insurance Renewal Premium is at a not-to-exceed of \$4,100,000. NCPA's commitment is an NTE of \$2,738,000, while LEC's commitment is an NTE of \$1,362,000 for the CY24 renewal.

FISCAL IMPACT:

The total cost to renew the Property Insurance program with FM Global is not to exceed \$4,100,000, of which \$1,362,000 is attributed to LEC. This amount is already included in the Risk Management budget; no budget augmentation is required.

ENVIRONMENTAL ANALYSIS:

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

Submitted by:

Randall Kramer
Energy Risk Analyst



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: November 6, 2023

To: Lodi Energy Center Project Participant Committee

Subject: Utilicast, LLC – Five Year Multi-Task Consulting Services Agreement;
Applicable to the following projects: All Northern California Power Agency (NCPA)
Facilities, NCPA Members, Southern California Public Power Authority (SCPPA),
and SCPPA Members

Proposal

Approve the Multi-Task Consulting Services Agreement with Utilicast, LLC for miscellaneous energy and utility related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various CAISO rules and procedure related consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Trimark Associates, Inc., Aspen Environmental Group, and Utility System Efficiencies, Inc.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Consulting Services Agreement with Utilicast, LLC



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND UTILICAST, LLC

This Consulting 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 Utilicast, LLC, a limited liability corporation] with its office located at 701 5th Avenue, Suite 4200, Seattle, WA 98104 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2023 ("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) year from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** ONE MILLION dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

2.4 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. 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 Services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Cyber Risk Liability. Consultant shall maintain cyber risk liability insurance with an aggregate limit of not less than \$5,000,000, with a self-insured retention or deductible of no more than \$250,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Services under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Consultant shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.5 All Policies Requirements.

4.5.1 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.

4.5.2 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.

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

4.5.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant

to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPA or SCPA member.

4.5.5 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.

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
 - 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

9.1 Keeping and Status of Records.

- 9.1.1 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 ("Agency Records") 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. Furthermore, Consultant shall not use Agency Records for any purpose other than to facilitate this Agreement.
- 9.1.2 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 under this Agreement.

9.1.3 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 this Agreement.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary, 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.

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

([Critical Energy/Electric Infrastructure Information \(CEII\) | Federal Energy Regulatory Commission \(ferc.gov\)](https://www.ferc.gov/critical-energy-electric-infrastructure-information-ceii)),

- 9.2.2 Restricted Use of Confidential Information.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement
- 9.2.3 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the “Disclosing Party”) Confidential Information to the other party (the “Receiving Party”). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence and with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement,; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.2.4 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 9.2.4.2 or 9.2.4.3. 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:
- 9.2.4.1** Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
- 9.2.4.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
- 9.2.4.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.2.5 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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

9.2.6.1 Security Breach. Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 Action Upon Unauthorized Disclosure. If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party will reasonably assist the other party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such part is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Consultant will consult in good faith regarding the root cause analysis and any remediation efforts.

9.3 Cyber Security. To the extent applicable, Consultant agrees to abide by Agency's CIP-013² policies, processes, and procedures as outlined below for completing the Services. In addition, Consultant takes all responsibility and liability to ensure all Services are free from malicious code. Malicious code means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs. In addition, Consultant shall take all of the following actions.

9.3.1 Notification. Consultant shall notify Agency of Consultant-identified incidents related to the Services provided to Agency that pose cyber security risk to Agency.

Consultant is required to notify Agency of all identified, threatened, attempted, or successful breaches or vulnerabilities of Consultant's products, systems, components, or services. Consultant's notification will also provide Agency with all known mitigations, controls, or components Agency can implement to prevent and/or correct the identified breach, issue, or incident.

²See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2018/07/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)) .

Consultant shall provide all notifications to:

NCPA Security
Email: security@ncpa.com
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:
Assistant General Manager Michael DeBortoli
Email: michael.debortoli@ncpa.com

9.3.2 Coordination. Consultant shall coordinate responses to Consultant-identified incidents related to the Services provided to Agency that pose cyber security risk to Agency.

As stated in Section 9.3.1, Consultant is required to notify Agency of any breaches or vulnerabilities related to Consultant's products, if any, or services. In the event Consultant's products or services pose a cyber security risk to Agency or otherwise cause a cyber security incident for Agency, Consultant is required to collaborate with Agency to mitigate and correct the cyber security risk, breach or vulnerability.

Consultant shall provide Agency with:

- List of Consultant's specific products or services at risk
- Precautions, mitigations, or controls to minimize risks
- Action plan to correct the risk
- Status reports (if risk is ongoing)
- Final resolution of issue

9.3.3 Remote or Onsite Access. Consultant shall notify Agency when remote or onsite access should no longer be granted to Consultant representatives.

Consultant will notify Agency within 24 hours:

- Consultant's employees, or Consultant's authorized subcontractors no longer require access.
- Consultant's employees, or Consultant's authorized subcontractors are no longer qualified to maintain access.
- Consultant's employees, or Consultant's authorized subcontractors' employment has ended or been terminated.

9.3.4. Disclosure of Vulnerabilities. Consultant shall promptly disclose known vulnerabilities related to the Services provided to Agency.

Consultant will provide Agency with summary documentation describing security breaches in Consultant's products or Consultant's supply chain impacting Agency's BES Cyber System. Consultant will also provide Agency with summary documentation describing any uncorrected security vulnerabilities.

Consultant's disclosure should be made to Agency within 48 hours of identifying the breach or vulnerability. The disclosure should include:

- Summary description of the breach or vulnerability
- Potential impact of the breach or vulnerability
- Root cause
- Corrective actions, compensating controls, mitigations, or other steps Agency should take as a result of the breach or vulnerability

9.3.5 Integrity and Authenticity. Consultant shall verify the integrity and authenticity of all software and patches provided by Consultant for use by Agency, if any.

To the extent applicable, Consultant agrees to provide Agency with all software and firmware updates to remediate vulnerabilities or weaknesses. Upon execution of this Contract, Consultant will provide Agency with Consultant's patch management and update process and software delivery documentation if any. The documentation should include a description of how Agency will verify the authenticity of software and validate the integrity of all patches provided by Consultant.

To the extent applicable, Consultant will also provide Agency with Consultant's schedule for releasing software and patch updates. Consultant will provide Agency with instructions for applying, validating, and testing the updates and patches.

9.3.6 Access Controls. Consultant shall coordinate controls with Agency for (a) Consultant-initiated interactive remote access, and (b) system to system remote access.

If Consultant uses remote access, Consultant will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Consultant agrees to use individual user accounts to limit access and permissions. Consultant also agrees to maintain

Consultant's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Consultant and Consultant's employees agree to not disclose or share account credentials, passwords, or established connections.

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 the Assistant General Manager, Generation Services, 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:

Utilicast, LLC
Attention: David Luedtke, President
P.O. Box 38
Kirkland, WA 98083

With an electronic copy to: legal@utilicast.com

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, SCCPA and/or a SCPA member (collectively for the purposes 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

UTILICAST, LLC

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DAVID LUEDTKE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Utilicast, LLC ("Consultant") shall provide miscellaneous energy and utility related consulting services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- CAISO Rules and Procedures
- System Modeling and Implementation
- Communications Infrastructure
- Energy Trading & Congestion Rights
- Energy Storage Integration
- Energy Trading & Risk Management
- Enterprise Asset Management
- Grid & Power Analytics
- Market Integration
- NERC & FERC Compliance
- Outage Management
- Planning / Interconnection
- Renewable and DER Integration
- Scheduling & Transmission Service
- Settlements & Energy Accounting

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 this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

2023 Utilicast Rate Schedule

Professional Category	Rate	Example Roles
Executive Consultant IV	\$395	Recognized Industry Leader to Provide Strategic Direction, Facilitate Advanced Discussions and Help Resolve Internal/External Disputes.
Executive Consultant III	\$375	
Executive Consultant II	\$355	
Executive Consultant I	\$325	
Senior Subject Matter Expert IV	\$295	Unique Subject Matter Expert, Regulatory Specialist, Expert Witness, Contracting, Senior Project Manager, Program Manager, Engagement Manager, Quality Assurance (QA), Architecture (Enterprise, Business, Solution), Operations Consultant, Advanced Analytics, IT Strategy, ITSM, Compliance, Training Delivery, Power System Modeling
Senior Subject Matter Expert III	\$285	
Senior Subject Matter Expert II	\$275	
Senior Subject Matter Expert I	\$265	
Subject Matter Expert IV	\$255	
Subject Matter Expert III	\$245	
Subject Matter Expert II	\$235	
Subject Matter Expert I	\$225	Project Manager, System Integrator, Systems Consultant, Design Consultant, Operational Process Design and Analysis, , Technical Architect
Senior Consultant IV	\$215	
Senior Consultant III	\$205	
Senior Consultant II	\$195	
Senior Consultant I	\$185	Compliance Support, Test Planning, Requirements Analyst
Consultant II	\$175	
Consultant I	\$165	Technical Support, Technical Writing, , Data Analyst, Financial Analyst, Process Documentation, Project Administration, General Research, Deliverable Preparation and related project support
Technical Analyst II	\$155	
Technical Analyst I	\$145	
Business Analyst II	\$135	
Business Analyst I	\$125	
Project Analyst II	\$115	
Project Analyst I	\$105	
Administrative Support II	\$95	Remote Administrative Support
Administrative Support I	\$85	

*Rates are in USD per hour and are exclusive of travel expenses.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

Utilicast, LLC
(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: November 6, 2023

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Services Agreement with Valley Power Systems North, Inc. for fire pump maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various fire pump maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Bay Cities Pyrotecator, Inc. and Sabah International.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Valley Power Systems North, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
VALLEY POWER SYSTEMS NORTH, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Valley Power Systems North, Inc., a corporation, with its office located at 425 S. Hacienda Blvd., City of Industry, CA 91745 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE HUNDRED THOUSAND dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

13.8 Notices. Any written notice to Contractor shall be sent to:

Valley Power Systems North, Inc.
Attention: Jason Wolfe
2070 Farallon Drive
San Leandro, CA 94577

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

VALLEY POWER SYSTEMS NORTH, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

MIKE LEE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Valley Power Systems North, Inc. ("Contractor") shall provide fire pump maintenance related services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Fire Pump Maintenance Tune-Ups
- Fire Pump Service Inspections/Diagnostics

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Labor Rates per man hour:

Regular time:	\$190.00
Overtime:	\$285.00
Double-time:	\$380.00
Service Trucks Operating Expense (per mile):	\$ 3.00

NOTE: 4-hour minimum charge out for emergency service calls.

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

NCPA acknowledges that Contractor's rates are subject to change. Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Valley Power Systems North, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Meeting Date: November 6, 2023

To: Lodi Energy Center Project Participant Committee

Subject: North American Substation Services, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with North American Substation Services, LLC for transformer related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various transformer related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with VPF Transformer Consulting, Inc.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with North American Substation Services, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NORTH AMERICAN SUBSTATION SERVICES, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and North American Substation Services, LLC, a limited liability corporation, with its office located at 190 North Westmonte Drive, Altamonte Springs, FL 32714 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action caused by any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Neither Party shall be liable to the other Party for any consequential, indirect or incidental damages.
- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

6.6 Maintenance Labor Agreement. Not Applicable.

Section 7. LEGAL REQUIREMENTS.

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

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

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

7.4 Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without

reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

13.8 Notices. Any written notice to Contractor shall be sent to:

North American Substation Services, LLC
Attention: Pierre Feghali
190 North Westmonte Drive
Altamonte Springs, FL 32714

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

NORTH AMERICAN SUBSTATION
SERVICES, LLC

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DON MCCARTY,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

North American Substation Services, LLC ("Contractor") shall provide transformer related services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Transformer Inspections
- Transformer Testing
- Transformer Condition Assessment

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

NASS Rate Sheet (Valid 09.01.2023 – 03.31.2024) Non-MSA

<u>LABOR RATES</u>		
Employee Classification	Straight Time Hourly Rate (Monday – Friday)	Overtime Hourly Rate (After 8 Hrs ST, Weekends, Holidays)
Field Service Technician	\$151	\$208
Field Service Supervisor	\$172	\$236
Field Test Technician	\$172	\$236
Substation Equipment Technician	\$172	\$236
Project Manager	\$209	\$286
Per Diem Expenses	\$252 / per employee per day	

<u>EQUIPMENT RATES (DAILY)</u>	
Processing Rig less Fuel at cost plus	\$2,750
Tool Truck	\$285
Crane NASS owned 3 rd party cost plus	\$2,000
Transformer Test Van with Equipment	\$1,500
Technician Vehicle	\$125 (one vehicle per two employees)
Construction Project Trailer	\$1,500
Smart Grid Multi-Meter (SGM)	\$800
SF6 Gas Cart	\$2,500

<u>DAILY RATES (10 Hours per day including per diem)</u>	
Four (4) Person Crew inclusive	\$10,350 (Includes Processing Rig, Crane, Standard Tooling)
Two (2) Person Test Crew Inclusive	\$4,850 (Includes all Standard Transformer Test Equipment)
LTC Technician	\$2,850
Crane Rental	NASS Crane charged at Market Rate per day. Rental Crane at cost plus 20%.

Third Party Expenses – All 3rd party expenses, including but not limited to, subcontractors, rented equipment, delivery fees, cleaning fees, travel (including mileage) will be charged at Cost + 20%

Contractor may revise the hourly rates upon 30 days' advance written notice to NCPA. If the Parties cannot agree on revised rates, NCPA may terminate the Agreement.

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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

North American Substation Services, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Date: November 6, 2023
To: Lodi Energy Center Project Participant Committee
Subject: FY 2022-2023 Annual Billing Settlement Summary

Proposal

The FY23 Annual Billing Settlement Summary for the period July 1, 2022 through June 30, 2023 is presented for approval and recommendation to the Agency Commission for its approval.

Background

Total Annual Costs to Participants were approximately \$196.7 million. Actual plant generation of 1,180,327 MWh was 27% lower than planned generation of 1,626,895 MWh. Third Party Revenues for the year totaled \$181.3 million.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

This year's Total Annual Net Actual Costs were \$15.4 million. Adjusted net collections from participants totaled approximately \$16.4 million, which consists of participants' net collections of \$8.3 million and participants' transfer gas credits of \$8.1 million. The net refund amount due to LEC participants at fiscal yearend is \$916,772 or 0.47% of total collections. The refund primarily resulted from interest and other income that was \$843,933 higher than credited over the year and net operating and maintenance costs that were \$72,839 lower than annual collections.

During FY23, LEC participants received budgeted Power Management Service Revenue of \$143,114. Final Power Management Service Revenue to LEC participants was \$185,859, resulting in a refund of \$42,745.

Fiscal Impact

Upon approval by this Committee and the Agency Commission, the net refund of \$959,517 (over collection of \$916,772 plus the under credited Power Management service revenue of \$42,745) will be refunded. NCPA member refunds will be included with their Agency's annual billing settlements and deposited into their GOR accounts. Non-members will receive a credit miscellaneous billing in early December that will be paid in accordance with Agency terms.

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 of the California Environmental Quality Act. No environmental review is necessary.

Recommendation

NCPA staff recommends the Committee approve the Annual Billing Settlement Summary for fiscal year ended June 30, 2023 as well as recommend Commission approval.

Respectfully Submitted:

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA

SONDRA AINSWORTH
Treasurer-Controller

Attachments: (3)

- Billing Settlement Summary FY2023
- Allocation of Project Costs – Actual FY2023
- Settlement Analysis for the Year Ended June 30, 2023

LODI ENERGY CENTER
Billing Settlement Summary
FY 2023

	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
Collections per All Resources Bill (ARB)	\$ 11,560,943	\$ 654,057	\$ 1,528,367	\$ 33,764	\$ 7,266,213	\$ 101,704	\$ (415,131)	\$ (2,608,520)	\$ (816,151)	\$ (685,908)	\$ 183,130	\$ 626,403	\$ 6,038,994	\$ (345,979)
Transfer Gas Credit in ARB	\$ 8,058,550	\$ -	\$ -	\$ 28,676	\$ -	\$ 356,140	\$ 798,039	\$ 4,822,856	\$ 1,290,644	\$ -	\$ -	\$ -	\$ -	\$ 762,195
Total Adjusted ARB Collections	\$ 19,619,493	\$ 654,057	\$ 1,528,367	\$ 62,440	\$ 7,266,213	\$ 457,844	\$ 382,908	\$ 2,214,336	\$ 474,493	\$ (685,908)	\$ 183,130	\$ 626,403	\$ 6,038,994	\$ 416,216
Net Project Costs	\$ 15,438,849	\$ 538,265	\$ 1,254,027	\$ 51,303	\$ 5,819,021	\$ 376,194	\$ 314,622	\$ 1,819,451	\$ 389,876	\$ (1,100,535)	\$ 150,471	\$ 515,508	\$ 4,968,658	\$ 341,989
O&M Reserve Charge	\$ 3,263,872	\$ 90,921	\$ 215,416	\$ 8,744	\$ 1,093,397	\$ 64,112	\$ 53,619	\$ 310,068	\$ 66,442	\$ 349,701	\$ 25,645	\$ 87,077	\$ 840,447	\$ 58,283
Total Adjusted Costs	\$ 18,702,721	\$ 629,186	\$ 1,469,443	\$ 60,047	\$ 6,912,418	\$ 440,306	\$ 368,241	\$ 2,129,519	\$ 456,318	\$ (750,834)	\$ 176,116	\$ 602,585	\$ 5,809,105	\$ 400,272
Net Project Refund	\$ 916,772	\$ 24,871	\$ 58,924	\$ 2,393	\$ 353,795	\$ 17,538	\$ 14,667	\$ 84,817	\$ 18,175	\$ 64,926	\$ 7,014	\$ 23,818	\$ 229,889	\$ 15,944
Excess of PM Service Revenue to LEC	\$ 42,745	\$ 1,191	\$ 2,821	\$ 115	\$ 14,320	\$ 840	\$ 702	\$ 4,061	\$ 870	\$ 4,580	\$ 336	\$ 1,140	\$ 11,006	\$ 763
Adjusted Net Refund	\$ 959,517	\$ 26,062	\$ 61,745	\$ 2,508	\$ 368,115	\$ 18,378	\$ 15,369	\$ 88,878	\$ 19,045	\$ 69,506	\$ 7,350	\$ 24,958	\$ 240,895	\$ 16,707

LODI ENERGY CENTER
Allocation of Project Actual
FY 2023

Allocated by		Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah	
ALLOCATION PERCENTAGES:																
Generation Entitlement Share ⁽¹⁾		GES	100.0000%	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%
Indenture Cost Share A		ICS A	100.0000%	4.9936%	11.8310%	0.4802%	0.0000%	3.5212%	2.9448%	17.0295%	3.6491%	0.0000%	1.4084%	4.7824%	46.1588%	3.2010%
Indenture Cost Share B		ICS B	100.0000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
ACTUAL MWH			1,180,309	32,880	77,900	3,162	395,404	23,185	19,390	112,129	24,028	126,462	9,274	31,489	303,930	21,077
PROJECT COSTS:																
Fuel & LDC Costs		\$	121,737,930	\$ 3,391,248	\$ 8,034,694	\$ 326,137	\$ 40,782,165	\$ 2,391,294	\$ 1,999,921	\$ 11,565,169	\$ 2,478,239	\$ 13,043,351	\$ 956,498	\$ 3,247,849	\$ 31,347,488	\$ 2,173,877
GHG Allowance Costs		\$	15,282,347	\$ 425,716	\$ 1,008,658	\$ 40,987	\$ 5,119,563	\$ 300,263	\$ 251,020	\$ 1,451,789	\$ 311,080	\$ 1,637,443	\$ 120,064	\$ 407,670	\$ 3,935,205	\$ 272,889
Additional GHG Costs for Allocation		GES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor		GES	\$ 5,798,911	\$ 161,540	\$ 382,728	\$ 15,535	\$ 1,942,635	\$ 113,908	\$ 95,265	\$ 550,897	\$ 118,048	\$ 621,313	\$ 45,562	\$ 154,709	\$ 1,493,220	\$ 103,551
Variable O&M		GES	\$ 5,160,048	\$ 143,743	\$ 340,563	\$ 13,824	\$ 1,728,616	\$ 101,359	\$ 84,769	\$ 490,205	\$ 105,043	\$ 552,863	\$ 40,542	\$ 137,665	\$ 1,328,712	\$ 92,143
Fixed O&M		GES	\$ 4,495,995	\$ 125,245	\$ 296,736	\$ 12,045	\$ 1,506,158	\$ 88,315	\$ 73,860	\$ 427,120	\$ 91,525	\$ 481,714	\$ 35,325	\$ 119,949	\$ 1,157,719	\$ 80,285
Administration		GES	\$ 134,737	\$ 3,753	\$ 8,893	\$ 361	\$ 45,137	\$ 2,647	\$ 2,213	\$ 12,800	\$ 2,743	\$ 14,436	\$ 1,059	\$ 3,595	\$ 34,695	\$ 2,406
Mandatory Costs		GES	\$ 282,314	\$ 7,864	\$ 18,633	\$ 756	\$ 94,575	\$ 5,545	\$ 4,638	\$ 26,820	\$ 5,747	\$ 30,248	\$ 2,218	\$ 7,532	\$ 72,696	\$ 5,041
Inventory Stock		GES	\$ 4,930	\$ 137	\$ 325	\$ 13	\$ 1,652	\$ 97	\$ 81	\$ 468	\$ 100	\$ 528	\$ 39	\$ 132	\$ 1,269	\$ 88
O&M and Capital Projects Costs		GES	\$ 2,735,594	\$ 76,205	\$ 180,549	\$ 7,329	\$ 916,424	\$ 53,735	\$ 44,940	\$ 259,881	\$ 55,688	\$ 293,100	\$ 21,494	\$ 72,983	\$ 704,415	\$ 48,850
Maintenance Reserve		GES	\$ 2,008,392	\$ 55,948	\$ 132,554	\$ 5,380	\$ 672,811	\$ 39,451	\$ 32,994	\$ 190,797	\$ 40,885	\$ 215,185	\$ 15,780	\$ 53,582	\$ 517,161	\$ 35,864
Insurance		GES	\$ 1,492,533	\$ 41,577	\$ 98,507	\$ 3,998	\$ 499,999	\$ 29,318	\$ 24,519	\$ 141,791	\$ 30,383	\$ 159,914	\$ 11,727	\$ 39,819	\$ 384,327	\$ 26,652
Other Costs		GES	\$ 86,747	\$ 2,417	\$ 5,725	\$ 232	\$ 29,060	\$ 1,704	\$ 1,425	\$ 8,241	\$ 1,766	\$ 9,294	\$ 682	\$ 2,314	\$ 22,337	\$ 1,549
Generation Services Shared		GES	\$ 411,598	\$ 11,466	\$ 27,165	\$ 1,103	\$ 137,885	\$ 8,085	\$ 6,762	\$ 39,102	\$ 8,379	\$ 44,100	\$ 3,234	\$ 10,981	\$ 105,986	\$ 7,350
Transmission (CAISO)			\$ 887,297	\$ 24,717	\$ 58,562	\$ 2,377	\$ 297,244	\$ 17,429	\$ 14,577	\$ 84,293	\$ 18,063	\$ 95,068	\$ 6,971	\$ 23,672	\$ 228,480	\$ 15,844
Energy Purchases (CAISO)		\$	6,527,305	\$ 186,939	\$ 421,658	\$ 16,973	\$ 2,248,895	\$ 124,446	\$ 104,077	\$ 601,863	\$ 128,969	\$ 678,794	\$ 49,778	\$ 179,031	\$ 1,672,750	\$ 113,132
Debt Service Cost:																
Indenture Group A Cost		ICS A	\$ 20,908,933	\$ 1,044,108	\$ 2,473,736	\$ 100,405	\$ -	\$ 736,245	\$ 615,726	\$ 3,560,687	\$ 762,988	\$ -	\$ 294,481	\$ 999,949	\$ 9,651,313	\$ 669,295
BAB's Subsidy (Group A)		ICS A	\$ (4,261,954)	\$ (212,825)	\$ (504,232)	\$ (20,466)	\$ -	\$ (150,072)	\$ (125,506)	\$ (725,789)	\$ (155,523)	\$ -	\$ (60,025)	\$ (203,824)	\$ (1,967,267)	\$ (136,425)
Debt and Trustee Fees (Group A)		ICS A	\$ 52,874	\$ 2,640	\$ 6,256	\$ 254	\$ -	\$ 1,862	\$ 1,557	\$ 9,004	\$ 1,929	\$ -	\$ 745	\$ 2,529	\$ 24,406	\$ 1,692
Indenture Group B Cost		ICS B	\$ 11,103,698	\$ -	\$ -	\$ -	\$ 11,103,698	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BAB's Subsidy (Group B)		ICS B	\$ (1,754,473)	\$ -	\$ -	\$ -	\$ (1,754,473)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Trustee Fees (Group B)		ICS B	\$ 21,308	\$ -	\$ -	\$ -	\$ 21,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative & General		GES	\$ 2,192,164	\$ 61,067	\$ 144,683	\$ 5,873	\$ 734,375	\$ 43,061	\$ 36,013	\$ 208,256	\$ 44,626	\$ 234,875	\$ 17,224	\$ 58,485	\$ 564,482	\$ 39,145
Power Management Allocated Costs		GES	\$ 1,399,695	\$ 38,991	\$ 92,380	\$ 3,750	\$ 468,898	\$ 27,494	\$ 22,994	\$ 132,971	\$ 28,494	\$ 149,968	\$ 10,997	\$ 37,342	\$ 360,421	\$ 24,994
Total Project Costs		\$	196,708,923	\$ 5,592,499	\$ 13,228,773	\$ 536,866	\$ 66,596,625	\$ 3,936,186	\$ 3,291,846	\$ 19,036,363	\$ 4,079,173	\$ 18,262,195	\$ 1,574,394	\$ 5,355,963	\$ 51,639,817	\$ 3,578,223
Estimated price per MWh		\$	166.66	\$ 170.09	\$ 169.82	\$ 169.78	\$ 168.43	\$ 169.77	\$ 169.77	\$ 169.77	\$ 169.77	\$ 144.41	\$ 169.77	\$ 170.09	\$ 169.91	\$ 169.77
Third Party Revenue																
ISO Energy Sales		\$	164,527,652	\$ 4,586,053	\$ 10,865,480	\$ 440,493	\$ 55,153,356	\$ 3,229,786	\$ 2,701,162	\$ 15,620,308	\$ 3,347,185	\$ 17,620,275	\$ 1,291,882	\$ 4,392,117	\$ 42,343,430	\$ 2,936,125
Ancillary Services Sales		\$	366,142	\$ 10,200	\$ 24,165	\$ 981	\$ 122,658	\$ 7,192	\$ 6,015	\$ 34,783	\$ 7,454	\$ 39,230	\$ 2,877	\$ 9,768	\$ 94,281	\$ 6,538
GHG Allowance Credits		GES	\$ 15,282,347	\$ 425,716	\$ 1,008,658	\$ 40,987	\$ 5,119,563	\$ 300,263	\$ 251,020	\$ 1,451,789	\$ 311,080	\$ 1,637,443	\$ 120,064	\$ 407,670	\$ 3,935,205	\$ 272,889
Insurance Receipts		GES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest & Other Income		GES	\$ 613,964	\$ 17,103	\$ 40,522	\$ 1,645	\$ 205,678	\$ 12,060	\$ 10,086	\$ 58,327	\$ 12,498	\$ 65,782	\$ 4,824	\$ 16,380	\$ 158,096	\$ 10,964
Interest Income (Group A)		ICS A	\$ 303,620	\$ 15,162	\$ 35,921	\$ 1,458	\$ -	\$ 10,691	\$ 8,941	\$ 51,705	\$ 11,079	\$ -	\$ 4,276	\$ 14,520	\$ 140,147	\$ 9,719
Interest Income (Group B)		ICS B	\$ 176,349	\$ -	\$ -	\$ -	\$ 176,349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$	181,270,074	\$ 5,054,234	\$ 11,974,746	\$ 485,564	\$ 60,777,604	\$ 3,559,992	\$ 2,977,224	\$ 17,216,912	\$ 3,689,297	\$ 19,362,730	\$ 1,423,923	\$ 4,840,455	\$ 46,671,159	\$ 3,236,234
Annual Project Costs, net		\$	15,438,849	\$ 538,265	\$ 1,254,027	\$ 51,303	\$ 5,819,021	\$ 376,194	\$ 314,622	\$ 1,819,451	\$ 389,876	\$ (1,100,535)	\$ 150,471	\$ 515,508	\$ 4,968,658	\$ 341,989
Actual Price per Mwh, net		\$	13.08	\$ 16.37	\$ 16.10	\$ 16.22	\$ 14.72	\$ 16.23	\$ 16.23	\$ 16.23	\$ 16.23	\$ (8.70)	\$ 16.23	\$ 16.37	\$ 16.35	\$ 16.23
Summary of Variable and Fixed Project Costs:																
Variable Costs		\$	149,594,927	\$ 4,172,363	\$ 9,864,135	\$ 400,298	\$ 50,176,483	\$ 2,934,791	\$ 2,454,364	\$ 14,193,319	\$ 3,041,394	\$ 16,007,519	\$ 1,173,853	\$ 3,995,887	\$ 38,512,635	\$ 2,667,885
Fixed Costs		\$	47,113,996	\$ 1,420,136	\$ 3,364,638	\$ 136,569	\$ 16,420,142	\$ 1,001,395	\$ 837,482	\$ 4,843,044	\$ 1,037,779	\$ 2,254,676	\$ 400,540	\$ 1,360,076	\$ 13,127,181	\$ 910,338
		\$	196,708,923	\$ 5,592,499	\$ 13,228,773	\$ 536,866	\$ 66,596,625	\$ 3,936,186	\$ 3,291,846	\$ 19,036,363	\$ 4,079,173	\$ 18,262,195	\$ 1,574,394	\$ 5,355,963	\$ 51,639,817	\$ 3,578,223
Unfunded/(Excess)		\$	(916,772)	\$ (24,871)	\$ (58,924)	\$ (2,393)	\$ (353,795)	\$ (17,538)	\$ (14,667)	\$ (84,817)	\$ (18,175)	\$ (64,926)	\$ (7,014)	\$ (23,818)	\$ (229,889)	\$ (15,944)
			5.605%													
JPA Assessment (per PMOA)		\$	139,396	\$ 7,818	\$ -	\$ -	\$ 94,020	\$ -	\$ -	\$ -	\$ -	\$ 30,070	\$ -	\$ 7,488	\$ -	\$ -
PM Service Revenue		\$	185,859	\$ 5,177	\$ 12,267	\$ 498	\$ 62,263	\$ 3,651	\$ 3,053	\$ 17,657	\$ 3,784	\$ 19,913	\$ 1,460	\$ 4,959	\$ 47,859	\$ 3,319

NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
SETTLEMENT ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023

	Collections	Actual Costs	Refund/(Deficit)	Explanations and Comments
COLLECTIONS/COSTS ANALYSIS:				
Variable Costs				General: Lodi Energy Center (LEC) operates as a business plant designed to meet electric generation demand and reliability as determined by CAISO.
Variable O&M	\$ 7,286,923	\$ 5,160,048	\$ 2,126,875	
Fuel & LDC Costs	121,737,930	121,737,930	-	
GHG Allowance Costs	15,282,347	15,282,347	-	Variable Costs: During the year, variable O&M collections were adjusted based on actual generation during the month. In settlement, variable O&M costs came in less than collections due to lower required maintenance.
Additional GHG Costs for Auction	-	-	-	
CA ISO Charges	887,297	887,297	-	
CA ISO Energy Purchases	6,527,305	6,527,305	-	The costs of Fuel & LDC, GHG Allowances, and ISO Energy Purchases and Charges are settled with participants in the ARB month when charged.
Total Variable Costs	151,721,802	149,594,927	2,126,875	
Routine O&M				
Fixed O&M	3,151,903	4,495,995	(1,344,092)	
Administration	195,870	134,737	61,133	
Mandated Costs	365,380	282,314	83,066	Routine O&M: Routine O&M costs were higher than collections by \$0.9 million primarily due to increase in engineering and outside services for annual maintenance work.
Inventory Stock	-	4,930	(4,930)	
Routine O & M Costs without Labor	3,713,153	4,917,976	(1,204,823)	
Labor	6,112,796	5,798,911	313,885	
Total Routine O & M Costs	9,825,949	10,716,887	(890,938)	
Other Plant Costs				
Debt Service	25,996,204	25,996,204	-	
Insurance	1,313,901	1,492,533	(178,632)	Other Plants Costs -
Other Costs	151,208	160,929	(9,721)	Insurance: Insurance costs were higher than collection due to change in policy effective date.
Administrative & General	2,270,375	2,192,164	78,211	
Generation Services Shared	420,233	411,598	8,635	Other Costs A&G, Generation Shared, Power Management, and other net costs were less than collections due to lower allocated costs based on person years and program costs.
Power Management Allocated Costs	1,450,728	1,399,695	51,033	
Total Other Plant Costs	31,602,649	31,653,123	(50,474)	
Total O & M Costs	193,150,400	191,964,937	1,185,463	
Projects				
Operations & Maintenance	1,342,970	2,387,886	(1,044,916)	Projects: Operations & Maintenance and Capital Projects were \$1.1 million higher than collections due to higher than expected annual maintenance costs.
Capital Projects	280,000	347,708	(67,708)	
Maintenance Reserve	2,008,392	2,008,392	-	
Total Projects	3,631,362	4,743,986	(1,112,624)	
Annual Collections/Costs	196,781,762	196,708,923	72,839	
THIRD PARTY REVENUE ANALYSIS:				
ISO Energy Sales	164,527,652	164,527,652	-	
Ancillary Services Sales	366,142	366,142	-	
GHG Allowance Credits	15,282,347	15,282,347	-	
Interest Income - Operations	134,000	504,445	(370,445)	
Interest Income (NCPA)	105,000	303,620	(198,620)	Third Party Revenues: Third party revenue were higher than anticipated by \$1.0 million primarily due to higher interest income earned and DEED grant received for Hydrogen research and investigation.
Interest Income (CDWR)	11,000	176,349	(165,349)	
Other Income	-	109,519	(109,519)	
Total Third Party Revenue	180,426,141	181,270,074	(843,933)	Revenues from ISO Energy Sales and Ancillary Services are credited to participants in the ARB when received.
Net Plant Collections/Costs ^(A)	\$ 16,355,621	\$ 15,438,849	\$ 916,772	
OTHER ITEMS:				
Natural Gas Transfer Credit ^(A)	(8,058,550)	(8,058,550)	-	
Net Project Collections/Costs	\$ 8,297,071	\$ 7,380,299	\$ 916,772	

(A) Total of Net Plant Collections plus Natural Gas Transfer Credit equals Net Project Collections on All Resources Bills.