



12745 N. Thornton Road
Lodi, CA 95242

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

Agenda

Date: July 8, 2015

Subject: July 13, 2015 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA or via teleconference

Time: 10:00 A.M.

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

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NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA	CITY OF UKIAH 411 W Clay Street Ukiah, CA
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	CITY OF SANTA CLARA 1500 Warburton Avenue Santa Clara, CA	POWER & WATER RESOURCES POOLING AUTHORITY 2106 Homewood Way, No. 100 Carmichael, CA 95608
CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA		

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

2. Meeting Minutes - Approval of June 8, 2015 regular meeting minutes

MONTHLY REPORTS

3. Operational Report for June 2015 - (*Jeremy Lawson*)

4. Market Data Report for June 2015 – Verbal Report (*Bob Caracristi*)

5. Monthly Asset Report – (*Michael DeBortoli*)

6. Bidding Strategies Report - Verbal Report (*Ken Goeke*)

CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Project Participant or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Participants will be polled to determine if any Participant wishes to abstain from one or more items on the Consent Calendar.

7. Treasurer's Report for June - Accept by all Participants

8. Financial Report for June - Approve by all Participants

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

10. LEC Project Management and Operations Agreement (PMOA) Schedule 6.00 – Contact List – Staff seeking approval of revised Schedule 6.00 reflecting changes for BART and Gridley, and an address change for CDWR.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 11. LEC Project Management and Operations Agreement (PMOA) Schedule 1.00 Proposed new Exhibit 9, Alternative Authorized Bidding Strategies, and corresponding update of PMOA Schedule 0.00** – Staff seeking to approve addition of Exhibit 9 to PMOA Schedule 1.00 reflecting the date on which alternative bidding strategies are approved, the primary purpose, and the specific action approved by the PPC; and further approve a corresponding update to Schedule 0.00 (*Ken Speer*)
- 12. RFI Communications & Security Systems First Amendment** – Staff seeking approval of a First Amendment to the existing five year Multi-Task General Services Agreement with RFI Communications & Security Systems for an amount not to exceed \$750,000 for security solutions and systems integration at all NCPA facility locations (*Ken Speer*)

INFORMATIONAL/ DISCUSSION ITEMS

- 13. Regulation Energy Revenues and Costs Comparison** – Staff to present update (*Ken Goeke*)
- 14. Outage Schedule for Calendar Year 2016** – Staff to present proposed outage schedule for review (*Mike DeBortoli*)
- 15. Lodi Energy Center** – Staff to present Fiscal Year 2015 Year in Review update (*Mike DeBortoli*)
- 16. Other New Business**

ADJOURNMENT

Next Regular Meeting: August 10, 2015

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

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

**Lodi Energy Center
Project Participant Committee Meeting
June 8, 2015 - MEETING MINUTES**

Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
10:00 A.M.

1. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:05 a.m. by Vice Chairman Martin Caballero. He asked that roll be called of the Project Participants as listed below.

Participant	Attendance	Particulars / GES
Azusa - Lehr	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Forsythe	Absent	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Cadek	Present	9.5000%
Lompoc - Hostler	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Palmerton	Absent	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	5	49.0179%
Absent	8	50.9821%
Quorum by #:	No	
Quorum by GES:	No	
Meeting Date:	June 8, 2015	

A quorum was not present at roll call however additional Participants subsequently joined the meeting. For this reason, the Monthly Reports agenda items were taken out of order to address non-action items first.

Public Forum

Vice Chairman Caballero asked if any members of the public were present in Lodi or at any of the other noticed meeting locations who would like to address the PPC on any agenda items. No members of the public were present.

MONTHLY REPORTS

3. Operational Reports for May 2015

Jeremy Lawson presented an Operational Report for May and orally updated the report with information which was not included in the written report distributed in advance of the meeting. He discussed an outage which occurred on May 14 at 3:30 a.m. when a hot reheat valve went over temperature and tripped. Staff implemented a workaround and the plant was back in operation at 5:30 a.m. Investigation showed that the valve failed and the workaround will continue until the next planned outage in 2016. The parts for this repair will be on site this August. A second unplanned outage occurred on May 16-18 when the condensate water chemistry exceeded operating parameter limitations. This was caused by exhausted polishing filters; when the beads are exhausting they start releasing materials which decrease the water quality. There were no replacement filters on site. In addition, another option would have been to take the plant offline to stop the water deterioration. Staff discussed these are areas where improvements will be made and going forward staff will keep three sets of polishing filters on hand. Mike DeBortoli said that if the valve degrades further, it may be necessary to schedule an outage this fall to do a water wash. Staff now opens the valve four or five times a day to cool it. Jeremy noted that currently staff is targeting the 2016 outage for April 29 through May 27. Participants commented that it may be more beneficial for the outage to be contained within one month for RA reasons.

There were no OSHA recordable accidents, no permit violations and no NERC/WECC violations. Jeremy's report reflected monthly production of 91,116 MWH, 375 service hours, and equivalent operating availability of 92.73%. The report set forth the Capacity Factor @ 280MW Pmax of 43.74% and @ 302MW Pmax of 40.55%. The plant had 3 hot starts, 1 warm start and 1 cold start.

4. Market Data Report for May 2015

Bob Caracristi discussed the operating and financial settlement results for the month. He noted the plant was committed by CAISO for market energy 18 of 19 available days. The remaining 12 days of the month were unavailable due to planned maintenance.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report/budget review for April. He noted revenue is down due to production of less MW hours than projected. Fixed costs continue to be lower than forecast due to resources being dedicated elsewhere. Project costs are down to date as many projects are presently being prepared for bidding. He said overall costs are tracking well.

Vice Chairman Caballero next called for agenda item no. 2 since William Forsythe of CDWR, Marty Hostler of Lompoc, and Kent Palmerton of PWRPA have joined the meeting.

2. Meeting Minutes

The draft minutes of the regular meeting held on May 11, 2015 were considered. The LEC PPC considered the following motion:

Date: 6/8/2015

Motion: The PPC approves the minutes of the May 11, 2015 regular meeting as presented.

Moved by: Lodi

Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	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	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion passed.	

Consent Calendar

The consent calendar was considered. Vice Chairman Caballero asked if any Participant wished to remove any item listed on the Consent Calendar for separate discussion. 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: 6/8/2015

Motion: The PPC approves the Consent Calendar consisting of: agenda items no. 6 Treasurer's Report for May 2015; 7. Financial Reports for May 2015; 8. GHG Reports for June 2015; and 9. Revision to LEC Project Management and Operations Agreement (PMOA) Schedule 1.00 Exhibit 2 increasing the Variable Operation and Maintenance Cost (VOM) to \$3.23 to reflect the values approved for the FY15 LEC Budget.

Moved by:
Seconded by:

Lodi
PWRPA

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	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	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion passed.	

BUSINESS ACTION ITEMS

10. Adjustment of Bidding Strategies to Account for Bid Cost Recovery

Ken Goeke began this discussion by noting that for purposes of bid cost recovery, the ISO bases the recovery on the bid itself. He said that bids may be submitted up to 125% of the costs. Previously the Committee voted to approve an alternate bid strategy by reducing the minimum load costs bid to optimize its value in the market when conditions so warrant. Likewise, another alternate bid strategy is to increase the minimum load cost component of the bid up to the allowed 125% of costs when conditions exist which would make this more economic for the plant. Implementation of this strategy would eliminate some runs where the plant is not making money. Discussion was had among the Participants about how this would work. In response to Lloyd Rowe's question about how strategies are implemented, Ken Goeke said that normally patterns emerge and staff would like to have authorization to be responsive to those patterns. Power Management makes market decisions on a day by day basis. If the authority to increase the minimum load cost bid is approved, it would supplement prior approved bid strategies. The LEC PPC considered the following motion:

Date: 6/8/2015

Motion: The PPC approves adjustment of scheduling into the CAISO Integrated Forward Market to optimize LEC value with specific authority to bid an amount that is up to 125% of the minimum load cost as is reflected in Schedule 1.00 of the PMOA.

Moved by: Lompoc

Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	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	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion passed.	

Ken Speer suggested that the various approved bid strategies be captured into one spot in the PMOA Schedule 1.00 for consideration at the next meeting.

11. PG&E's Gas One-Time Bill Credit Plan in Compliance with Decision 15-04-024

Martin Caballero lead this discussion about the PG&E gas credit and whether it warrants adjustment of the LEC bid curve during the affected months. A copy of PG&E's Advice letter 3597-G was included with the meeting materials for informational background. Martin referenced in the background information that the CPUC approved a decision which, among other things, requires that PG&E provide a one-time \$400 million bill credit to its end-use natural gas customers as part of the San Bruno proceeding. As it now stands, customers will receive the bill credit as a credit item on their March 2016 bills and those credits will be calculated based on the October and November 2015 calendar month usage. PG&E estimates \$.31/therm

based on last year's consumption (2014) so that estimate can go up or down. It is expected that the plant will be running a lot this fall so this issue may not be of big concern. This is an Advice Letter only at this point; PG&E is seeking approval by September 1. This item will be brought back for further review at the August PPC meeting and may be formally considered for action in September such as with respect to factoring in all or a portion of the discount into the bid cost and/or discounting the gas price due to the credit.

INFORMATIONAL ITEMS

12. Other New Business

None

Adjournment

The next regular meeting of the PPC is scheduled for Monday, July 13, 2015. The meeting was adjourned at 11:04 a.m.



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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 7/13/2015
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

- Permits: 0 Violations, 1 Deviation Reported
 - Condition 17 limits NOx emissions to 2.0 ppmvd @ 15% O2 except during startup, shutdown, combustor tuning periods. During Hours 08:00-08:59, the NOx emissions from the gas turbine exceeded this limit because ammonia injection to the SCR catalyst was reduced dramatically due to a plugged strainer in the system. By the time Operator figured out what the cause was and swapped over to the standby one, the NOx emissions exceeded the permit limit by 0.2 ppmvdc.
- NERC/WECC: 0 Violations

Outage Summaries:

- No Outages

Planned Outage Summaries:

- Revised: 2016, May 1st – May 29th: Hot Gas Path (HGP), Yard Upgrades (Current Transformers), Hot Reheat Valve (HRH), Misc.

Generating Unit Statistics:

LEC

Report**Date:**

Start Date 6/1/2015

End Date 7/1/2015

1. Monthly Production 142,240 MWH
2. Productivity Factor
- a. Service Hours 570 Hours
 - b. Service Factor 79.19 %
 - c. Capacity Factor @ 280MW Pmax 70.55 %
 - d. Capacity Factor @ 302MW Pmax 65.41 %
3. Equivalent Operating Availability (EOA) 100.00 %
4. Forced Outage Rate (FOR)
- a. Combustion Turbine Generator 0.00 %
 - b. Steam Turbine Generator 0.00 %
5. Heat Rate Deviation (HRD)
- a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range		Average HR	PMOA HR	Deviation	Production	Cost
		BTU/kW-Hr	BTU/kW-Hr	%	MWH	\$
Seg. 1	296 - 302	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	6,896	6870	0.38%	171	\$18
Seg. 3	275 - 284	6,934	6971	-0.54%	47,864	-\$7,168
Seg. 4	250 - 275	6,966	7081	-1.63%	58,046	-\$26,793
Seg. 5	225 - 250	7,036	7130	-1.33%	14,037	-\$5,305
Seg. 6	200 - 225	7,132	7315	-2.50%	9,122	-\$6,678
Seg. 7	175 - 225	7,311	7711	-5.18%	8,315	-\$13,291
Seg. 8	165 - 175	7,594	7856	-3.33%	3,222	-\$3,375
					140,778	-\$62,593

6. AGC Control Deviation

MW Range		High Dev	Low Dev	Absolute Dev	Cost
		MWH	MWH	MWH	\$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	0	0	0	\$14
Seg. 3	275 - 284	142	-90	232	\$6,431
Seg. 4	250 - 275	180	-298	477	\$13,303
Seg. 5	225 - 250	82	-54	136	\$3,829
Seg. 6	200 - 225	56	-38	94	\$2,685
Seg. 7	175 - 225	46	-34	80	\$2,332
Seg. 8	165 - 175	14	-7	21	\$637
		520	-521	1,041	\$29,229

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	6	1	1
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	71.2	161.0	176.0
Start Time Deviation (%)	-16.3%	0.6%	-25.1%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,257	3,014	3,450
Fuel Deviation	-36.1%	-42.0%	-36.5%
Costs of Fuel Deviations (\$)	-\$2,839	-\$8,742	-\$7,922

Definitions:

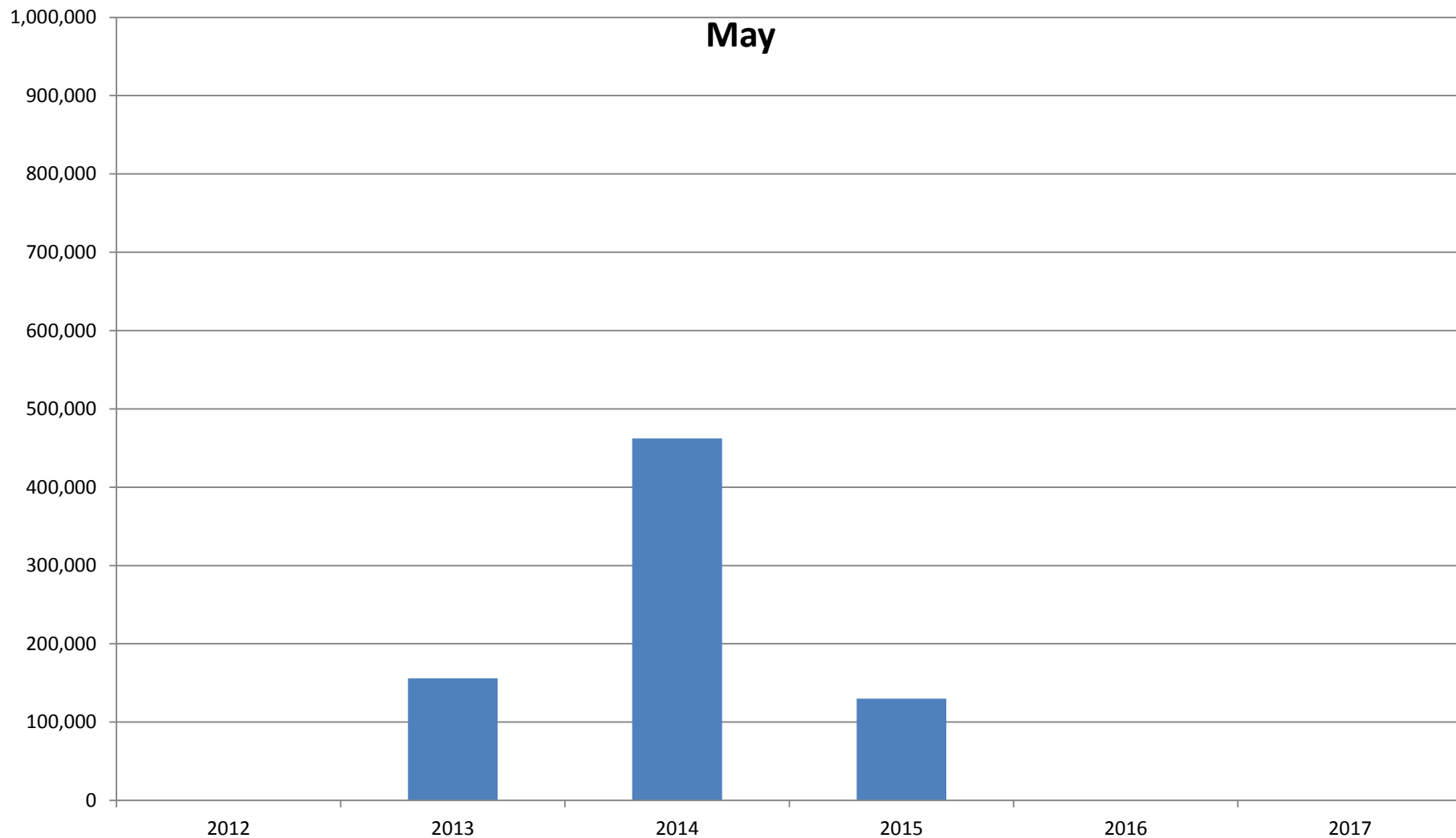
1. Monthly Production = Plant Net MWH's
2. Capacity Factor
 - a. Service Hours = In Production or in Service State
 - b. Service Factor = $SH / PH \times 100\%$
 - c. Capacity Factor = $Production / 302MW \times PH$
 - d. Capacity Factor = $Production / 280MW \times PH$
3. Monthly Equivalent Availability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



May Asset Report

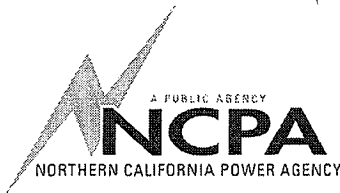
	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	3,604,209	2,046,464	1,071,189	1,557,745	76%	
VOM	4,032,121	1,929,544	1,211,968	2,102,577	109%	Greater Run Time
Fixed	765,980	1,032,111	838,798	(266,131)	-26%	Water Bill Timing/Less Parts
Projects	652,925	703,998	565,937	(51,073)	-7%	
A&G	112,256	187,422	180,507	(75,166)	-40%	
Debt	2,203,158	2,203,158	2,203,131	0	0.00%	
Net Cost	(4,162,231)	(4,009,769)	(3,929,152)	(152,462)	4%	
Net Annual Cost		(39,931,851)	(42,398,462)	\$2,466,611		
				Below budget by 5.82%		

Historical Margins



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 07/08/2015

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2015 Budget	Percent Used	Comments
VOM	5,013,750	3,005,870	7,220,696	8,698,870	2,285,209	4,085,871	6,323,574	5,221,369	5,304,344	5,161,433	4,032,121	3,124,898	59,478,004	51,345,222	115.8%	
Capacity Factor	57%	33%	89%	87%	26%	51%	94%	81%	89%	90%	44%	41%	65%	53%	122.3%	
Fuel Consumed (mmBTU, estimated)	841,281	498,061	1,261,077	1,383,229	377,086	765,116	1,375,224	1,078,629	1,300,099	1,281,371	653,059	579,741	11,393,973	9,123,040	124.9%	
Avg Fuel Cost (\$/mmBTU)	5.23	5.05	4.96	4.82	5.13	4.45	3.54	3.25	3.22	3.15	3.53	3.44	4.04	4.51	89.6%	
Power Produced (MWHr, estimated)	118,475	69,005	178,828	197,725	51,635	106,336	196,020	151,608	184,508	181,247	91,066	83,416	1,609,869	1,207,542	133.3%	
Avg Power Price (\$/MWHr)	51.48	48.21	45.28	46.39	49.51	43.40	35.04	33.10	32.53	34.12	39.58	33.00	39.94	45.15	88.5%	
Operations / Variable / LTSA	33,177	143,351	75,472	1,053,321	85,959	130,448	426,789	906,682	162,018	180,042	1,243,714	672,754	5,113,727	3,651,332	140.1%	
Fuel (estimated)	4,398,896	2,515,899	6,260,014	6,670,402	1,932,834	3,406,639	4,863,748	3,507,973	4,187,387	4,039,586	2,307,801	1,994,310	46,085,489	41,167,130	111.9%	
AB32 GHG Offset (estimated)	532,550	314,769	809,067	890,883	244,760	504,456	950,428	740,441	875,466	863,028	439,296	417,080	7,582,223	6,037,710	125.6%	
CA ISO Charges (estimated)	49,127	31,851	76,143	84,264	21,656	44,328	82,609	66,273	79,473	78,777	41,310	40,754	696,565	489,050	142.4%	
Routine O&M (Fixed)	552,933	791,135	793,683	677,404	878,278	1,488,858	613,030	887,770	664,696	542,852	765,980	963,544	9,620,163	10,175,576	94.5%	
Maintenance / Fixed	31,638	191,168	148,448	225,573	224,966	285,636	160,174	132,436	230,808	101,629	206,690	145,000	2,084,166	1,765,358	118.1%	Aug, Nov, May Outage, STG (HP Bypass),
Administration	106,163	96,717	188,734	18,250	7,496	188,236	20,584	272,197	53,222	10,640	15,036	104,068	1,081,343	1,250,914	86.4%	
Mandatory Costs	27,186	10,162	7,623	1,763	13,784	2,227	3,548	7,138	8,430	34,617	1,026	26,209	143,713	220,000	65.3%	
Inventory Stock	0	91,974	43,909	28,659	5,803	0	11,687	67,541	13,155	4,383	35,972	20,000	323,083	400,000	80.8%	
Labor	286,415	284,596	288,276	304,166	522,865	121,672	313,673	314,790	263,939	285,622	406,513	564,797	3,957,324	4,299,182	92.0%	
Insurance	0	0	13,885	0	0	792,094	0	0	-7,030	2,400	0	0	801,349	1,000,425	80.1%	
Power Management & Settlements	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	1,187,916	1,187,916	100.0%	
Other Costs	2,538	17,525	3,815	0	4,371	0	4,371	-5,325	3,179	4,568	1,750	4,477	41,269	51,781	79.7%	
Projects	150,000	155,088	150,000	150,000	152,168	159,770	150,000	171,011	155,344	168,854	652,925	4,510,338	6,725,498	6,791,260	99.0%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	0	0	0	0	8,512	0	0	1,176	4,125	3,960	250,000	267,773	332,500	80.5%	
Capital Projects	0	5,088	0	0	2,168	1,258	0	21,011	4,168	14,729	498,965	4,110,338	4,657,725	4,658,760	100.0%	
A&G	104,462	121,410	131,651	132,694	127,777	113,545	260,575	154,636	144,670	187,422	112,256	376,120	1,967,218	2,166,107	90.8%	
Administrative & General (Allocated)	86,419	101,714	108,222	111,235	108,310	93,570	228,298	130,807	123,499	149,294	93,872	337,992	1,673,232	1,728,654	96.8%	
Generation Services Shared	18,043	19,696	23,429	21,459	19,467	19,975	32,277	23,829	21,171	38,128	18,384	38,128	293,986	437,453	67.2%	
Total O&M Cost	5,821,145	4,073,503	8,296,030	9,658,968	3,443,432	5,848,044	7,347,179	6,434,786	6,269,054	6,060,561	5,563,282	8,974,900	77,790,883	70,478,165	110.4%	
Debt Service	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,157	26,437,895	26,437,890	100.0%	
Revenues	6,099,407	3,326,855	8,097,556	9,171,969	2,556,565	4,615,131	6,868,600	5,018,056	6,001,657	6,184,195	3,604,209	2,752,728	64,296,927	54,517,593	117.9%	
ISO Energy Sales (estimated)	6,098,942	3,326,733	8,097,456	9,171,969	2,556,565	4,615,068	6,868,600	5,018,056	6,001,657	6,184,195	3,604,209	2,752,728	64,296,177	54,517,593	117.9%	
Other Income	465	122	100	0	0	63	0	0	0	0	0	0	750	0		
Net	(\$1,924,896)	(\$2,949,806)	(\$2,401,632)	(\$2,690,157)	(\$3,090,025)	(\$3,436,071)	(\$2,681,737)	(\$3,619,888)	(\$2,470,555)	(\$2,079,524)	(\$4,162,231)	(\$8,425,329)	(\$39,931,851)	(\$42,398,462)	Below budget by 5.82%	



651 Commerce Drive
Roseville, CA 95678

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

LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: July 8, 2015
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended June 30, 2015

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 \$0.

Investments - The carrying value of the LEC's investment portfolio totaled \$24,896,904 at month end. The current market value of the portfolio totaled \$24,887,569.

The overall portfolio had a combined weighted average interest rate of 0.757% with a bond equivalent yield (yield to maturity) of 0.891%. Investments with a maturity greater than one year totaled \$14,454,000. June maturities totaled \$7 million. During the month \$11 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates - During the month, rates on 90 day T-Bills stayed the same with basis point (at 0.01%) and rates on one year T-Bills increased 1 basis point (from 0.26% to 0.27%).

To the best of my knowledge and belief, all securities held by LEC as of June 30, 2015 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

JUNE 30, 2015

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
June 30, 2015

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	2,309,404	2,309,404	8.78%	2,309,405
Debt Service Reserve	-	11,806,488	11,806,488	44.91%	11,792,389
O & M Reserve	-	10,710,051	10,710,051	40.74%	10,714,815
	-	24,825,945	24,825,945	94.43%	24,816,609
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	70,959	70,959	0.27%	70,959
Transmission Upgrade Escrow ¹	1,393,247		1,393,247	5.30%	
Participant Deposit Account	-	1	1	0.00%	1
	<u>\$ 1,393,247</u>	<u>\$ 24,896,904</u>	<u>\$ 26,290,151</u>	<u>100.00%</u>	<u>\$ 24,887,569</u>

NOTE A -Investment amounts shown at book carrying value.

1 Amount held in escrow.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
June 30, 2015

	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	\$ -	\$ 76	\$ 4,465,000	\$ (20,836,064)	\$ 14,159,492	\$ 2,211,496	\$ -
Debt Service Reserve	-	72	-	-	(72)	-	0
O & M Reserve	-	19,468	2,980,532	-	(3,000,000)	-	-
	-	19,617	7,445,532	(20,836,064)	11,159,420	2,211,496	0
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹	-	15	-	-	-	-	15
Participant Deposit Account	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 19,630	\$ 7,445,532	\$ (20,836,064)	\$ 11,159,420	\$ 2,211,496	\$ 15

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

1 Amount held in escrow.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
June 30, 2015

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	(14,159,492)	(4,465,000)	-	-	-	(18,624,492)
Debt Service Reserve	72	-	(50)	-	-	23
O & M Reserve	3,000,000	(2,980,532)	21	3,353	-	22,842
	<u>(11,159,420)</u>	<u>(7,445,532)</u>	<u>(30)</u>	<u>3,353</u>	<u>-</u>	<u>(18,601,627)</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		-	-	-	-	-
Participant Deposit Acct.		-	-	-	-	-
TOTAL	<u>\$ (11,159,420)</u>	<u>\$ (7,445,532)</u>	<u>\$ (30)</u>	<u>\$ 3,353</u>	<u>\$ -</u>	<u>\$ (18,601,627)</u>

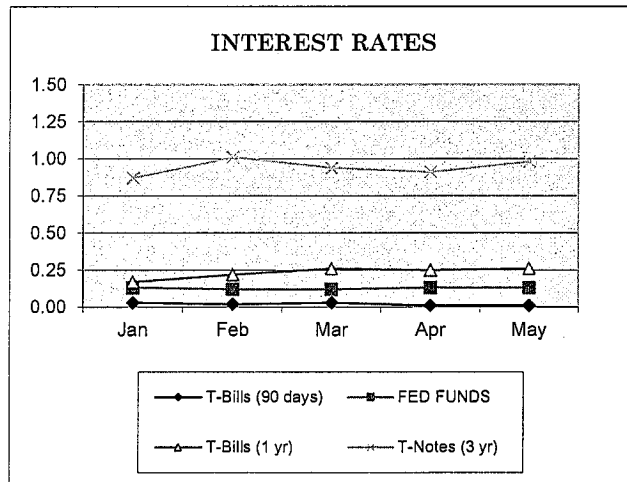
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						30
Net Change in Investment --Before Non-Cash Activity						<u>\$ (18,601,597)</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
June 30, 2015

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>0.757%</u>	<u>0.891%</u>
Debt Service Account	0.100%	0.100%
Debt Service Reserve	1.009%	1.046%
O & M Reserve	0.623%	0.895%
GHG Cash Account	0.260%	0.260%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.12%	0.09%
T-Bills (90da.)	0.01%	0.03%
Agency Disc (90da.)	0.09%	0.03%
T-Bills (1yr.)	0.27%	0.11%
Agency Disc (1yr.)	0.28%	0.14%
T-Notes (3yr.)	1.03%	0.61%



Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
June 30, 2015

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies	\$0	\$0	\$0	\$0	\$0	\$14,454	\$0	\$14,454	58.06%
US Bank Trust Money Market	5,658							5,658	22.73%
Commercial Paper	0							0	0.00%
Investment Trusts (LAIF)	4,783							4,783	19.21%
U.S.Treasury Market Acct. *	0							0	0.00%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$10,441	\$0	\$0	\$0	\$0	\$14,454	\$0	\$24,895	100.00%
Total Percents	41.94%	0.00%	0.00%	0.00%	0.00%	58.06%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

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
06/30/2015

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	695,087	0.100	07/01/2013	695,087		1	0.100	695,087	SYS79003	79003	695,087
Fund Total and Average		\$ 695,087	0.100		\$ 695,087		1	0.100	\$ 695,087			\$ 695,087

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	796,450	0.100	07/01/2013	796,450		1	0.100	796,450	SYS79004	79004	796,450
Fund Total and Average		\$ 796,450	0.100		\$ 796,450		1	0.100	\$ 796,450			\$ 796,450

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	435,153	0.100	07/01/2013	435,153		1	0.100	435,153	SYS79011	79011	435,153
Fund Total and Average		\$ 435,153	0.100		\$ 435,153		1	0.100	\$ 435,153			\$ 435,153

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	382,715	0.100	07/01/2013	382,715		1	0.100	382,715	SYS79012	79012	382,715
Fund Total and Average		\$ 382,715	0.100		\$ 382,715		1	0.100	\$ 382,715			\$ 382,715

GRAND TOTALS:	\$	2,309,405	0.100		\$	2,309,405		1	0.100	\$	2,309,405.	\$	2,309,405
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*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 06/30/2015



Northern California Power Agency
Treasurer's Report
06/30/2015

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	592	0.100	07/01/2013	592		1	0.100	592	SYS79005	79005	592
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	789	0.977	4,179,883	3135GOMZ3	26136	4,171,304
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,804	1.850	4,264,322	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,457,592	1.369		\$ 8,459,552		1303	1.420	\$ 8,444,797			\$ 8,458,896

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,087	0.100	07/01/2013	2,261,087		1	0.100	2,261,087	SYS79006	79006	2,261,087
Fund Total and Average		\$ 2,261,087	0.100		\$ 2,261,087		1	0.100	\$ 2,261,087			\$ 2,261,087

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,505	0.100	07/01/2013	1,086,505		1	0.100	1,086,505	SYS79013	79013	1,086,505
Fund Total and Average		\$ 1,086,505	0.100		\$ 1,086,505		1	0.100	\$ 1,086,505			\$ 1,086,505
GRAND TOTALS:		\$ 11,805,184	1.009		\$ 11,807,144		934	1.046	\$ 11,792,389			\$ 11,806,488

*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 06/30/2015



Northern California Power Agency
Treasurer's Report
06/30/2015

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		4,711,941	0.260	07/01/2013	4,711,941		1	0.260	4,711,941	SYS70047	70047	4,711,941
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Farm Credit	UBOC	2,997,000	1.220	09/23/2014	2,998,499	09/18/2017	810	1.202	3,001,645	3133EDV74	26161	2,998,111
Federal Home Loan Mt	UBOC	3,000,000	0.750	06/30/2015	3,000,000	06/28/2018	1,093	1.738	3,001,230	3134G66X6	26232	3,000,000
Fund Total and Average		\$ 10,708,941	0.666		\$ 10,710,440		533	0.938	\$ 10,714,816			\$ 10,710,052
GRAND TOTALS:		\$ 10,708,941	0.666		\$ 10,710,440		533	0.938	\$ 10,714,816			\$ 10,710,052

*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 06/30/2015

Investment # 26161 – FFCB - Callable 9/18/2015, then anytime.
Investment # 26232 – FHLMC –Callable Quarterly.



Northern California Power Agency
Treasurer's Report
06/30/2015

Page 1

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		70,959	0.260	07/01/2013	70,959		1	0.260	70,959	SYS70046	70046	70,959
Fund Total and Average		\$ 70,959	0.260		\$ 70,959		1	0.260	\$ 70,959			\$ 70,959
GRAND TOTALS:		\$ 70,959	0.260		\$ 70,959		1	0.260	\$ 70,959			\$ 70,959

*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 06/30/2015



Northern California Power Agency
Treasurer's Report
06/30/2015

LEC Construction Revolving

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1	0.254	07/01/2013	1		1	0.254	1	SYS70040	70040	1
Fund Total and Average		\$ 1	0.254		\$ 1		1	0.254	\$ 1			\$ 1
GRAND TOTALS:		\$ 1	0.254		\$ 1		1	0.254	\$ 1.			\$ 1

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 06/30/2015



651 Commerce Drive
Roseville, CA 95678

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

LEC Financial Reports

AGENDA ITEM NO.: 8

Date: July 8, 2015

Subject: June 30, 2015 Financial Reports (Unaudited)

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

	June 30	
	2015	2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 70,959	\$ 70,788
Accounts receivable		
Others	180	-
Interest receivable	25,719	7,723
Inventory and supplies - at average cost	1,474,440	1,171,357
Prepaid insurance	253,836	294,862
Due from (to) Agency, net	16,158,533	11,588,582
TOTAL CURRENT ASSETS	17,983,667	13,133,312
RESTRICTED ASSETS		
Cash and cash equivalents	9,028,358	8,340,490
Investments	17,167,892	17,147,548
Interest receivable	14,005	14,890
TOTAL RESTRICTED ASSETS	26,210,255	25,502,928
ELECTRIC PLANT		
Electric plant in service	423,409,539	423,367,779
Less: accumulated depreciation	(37,733,608)	(23,134,355)
	385,675,931	400,233,424
Construction work-in-progress	43,623	-
TOTAL ELECTRIC PLANT	385,719,554	400,233,424
OTHER ASSETS		
Regulatory assets	16,139,981	12,618,148
TOTAL OTHER ASSETS	16,139,981	12,618,148
TOTAL ASSETS	\$ 446,053,457	\$ 451,487,812

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

	June 30	
	2015	2014
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 3,462,851	\$ 118,208
Member advances	-	
Operating reserves	13,224,923	11,424,985
Current portion of long-term debt	9,480,000	9,025,000
Accrued interest payable	1,414,002	1,451,050
TOTAL CURRENT LIABILITIES	27,581,776	22,019,243
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	982,072	981,862
Long-term debt, net	362,431,879	372,818,011
TOTAL NON-CURRENT LIABILITIES	363,413,951	373,799,873
TOTAL LIABILITIES	390,995,727	395,819,116
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	45,442,632	46,060,908
NET POSITION		
Invested in capital assets, net of related debt	(3,688,511)	(14,343,093)
Restricted	1,320,728	12,417,258
Unrestricted	11,982,881	11,533,623
TOTAL NET POSITION	9,615,098	9,607,788
TOTAL LIABILITIES AND NET POSITION	\$ 446,053,457	\$ 451,487,812

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

		Years Ended June 30	
		2015	2014
SALES FOR RESALE			
Participants	\$	24,314,148	\$ 34,652,152
Other		71,197,994	62,068,460
TOTAL SALES FOR RESALE		95,512,142	96,720,612
OPERATING EXPENSES			
Operations		53,629,675	47,941,724
Depreciation		14,599,253	14,598,481
Purchased power		7,176,723	-
Maintenance expenses		7,576,043	9,823,372
Administrative and general		3,945,158	5,549,732
Transmission		138,213	1,166,932
Intercompany (sales) purchases		402,310	413,446
TOTAL OPERATING EXPENSES		87,467,375	79,493,687
NET OPERATING REVENUES		8,044,767	17,226,925
OTHER REVENUES (EXPENSES)			
Interest expense		(16,476,088)	(16,155,569)
Interest income		170,493	66,425
Other		4,215,494	1,940,180
TOTAL OTHER REVENUES (EXPENSES)		(12,090,101)	(14,148,964)
FUTURE RECOVERABLE AMOUNTS		3,521,833	2,266,037
REFUNDS TO PARTICIPANTS		530,811	(1,215,204)
INCREASE IN NET POSITION		7,310	4,128,794
NET POSITION			
Beginning of year		9,607,788	5,478,994
End of period	\$	9,615,098	\$ 9,607,788

**Lodi Energy Center
FY 2015 Operating Costs
As of June 30, 2015**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 3,651,332	\$ 4,618,312	\$ (966,980)	-26%	A B
Fixed	1,765,358	2,360,487	(595,129)	-34%	
Administration	1,250,914	997,301	253,613	20%	
Mandatory Costs	220,000	126,546	93,454	42%	
Inventory Stock	400,000	303,083	96,917	24%	
Routine O&M Costs without Labor	7,287,604	8,405,729	(1,118,125)	-15%	
Labor	4,299,182	4,278,126	21,056	0%	
Total Routine O&M Cost	11,586,786	12,683,855	(1,097,069)	-9%	
Other Costs					C D E
Fuel	41,167,130	47,290,887	(6,123,757)	-15%	
CA ISO Charges	489,050	538,213	(49,163)	-10%	
CA ISO Purchased Energy	-	6,776,723	(6,776,723)	N/A	
Debt Service	26,437,890	26,445,137	(7,247)	0%	
Insurance	1,000,425	801,350	199,075	20%	
Other Costs	51,781	37,746	14,035	27%	
Generation Services Shared	437,453	261,840	175,613	40%	
Administrative & General (Allocated)	1,728,654	1,405,069	323,585	19%	
Power Management Allocated Costs	1,187,916	1,187,916	-	0%	
Total O&M Cost	84,087,085	97,428,736	(13,341,651)	-16%	
Projects					
Operations & Maintenance	332,500	24,977	307,523	92%	
Capital	4,658,760	85,383	4,573,377	98%	
Maintenance Reserve	1,800,000	1,800,000	-	0%	
Total Projects	6,791,260	1,910,360	4,880,900	72%	
Annual Cost	90,878,345	99,339,096	(8,460,751)	-9%	
Less: Third Party Revenue					
Interest Income	44,489	142,282	(97,793)	-220%	
ISO Energy Sales	54,517,593	68,986,986	(14,469,393)	-27%	
Ancillary Services Sales	1,420,431	2,211,008	(790,577)	-56%	
Other Income	-	808	(808)	N/A	
	55,982,513	71,341,084	(15,358,571)	-27%	
Net Annual Cost to Participants	\$ 34,895,832	\$ 27,998,012	\$ 6,897,820	20%	
Total Variable Costs	45,307,512	59,224,134	(13,916,622)		
Total Fixed Costs	45,570,833	40,114,962	5,455,871		
	<u>\$ 90,878,345</u>	<u>\$ 99,339,096</u>	<u>\$ (8,460,751)</u>		
Net Cumulative Generation (MWh)	1,207,542	1,668,721			
Total O&M Cost Per MWh	\$ 69.63	\$ 58.39			
Net Annual Cost Per MWh	\$ 28.90	\$ 16.78			

Footnotes:

General - June payroll, A&G allocation and generation services allocation are estimated. Final year end adjustments are pending.

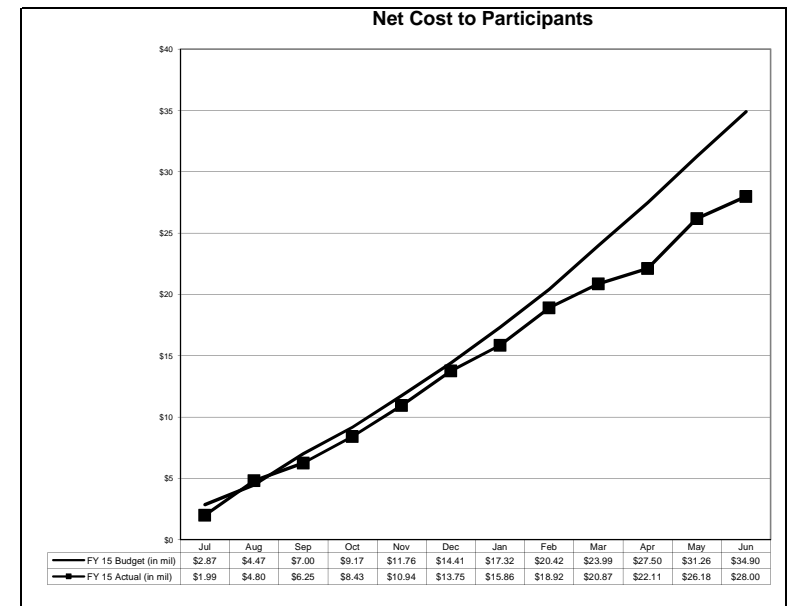
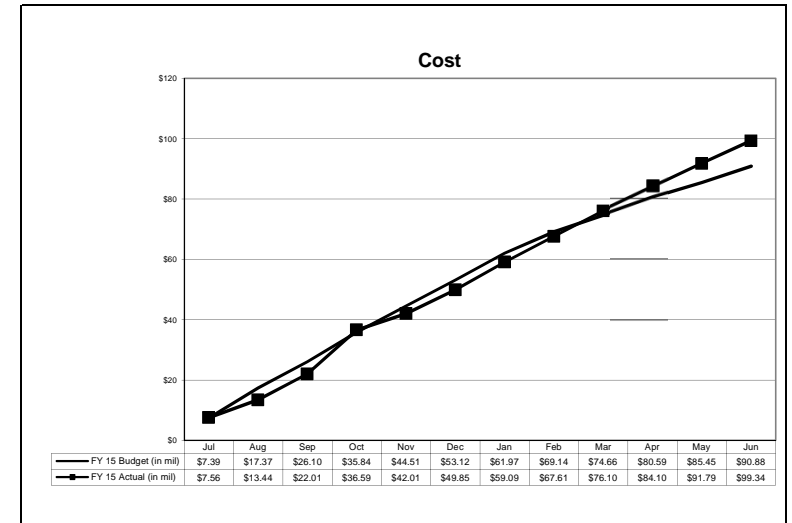
A - Higher variable maintenance and chemical costs due to higher year to date generation.

B - Higher costs due to repairs to boilers, turbines and higher water treatment costs.

C - Higher than budgeted fuel costs due to higher year to date generation offset by lower costs per mmBtu.

D - Costs are higher than expected due to higher year to date generation.

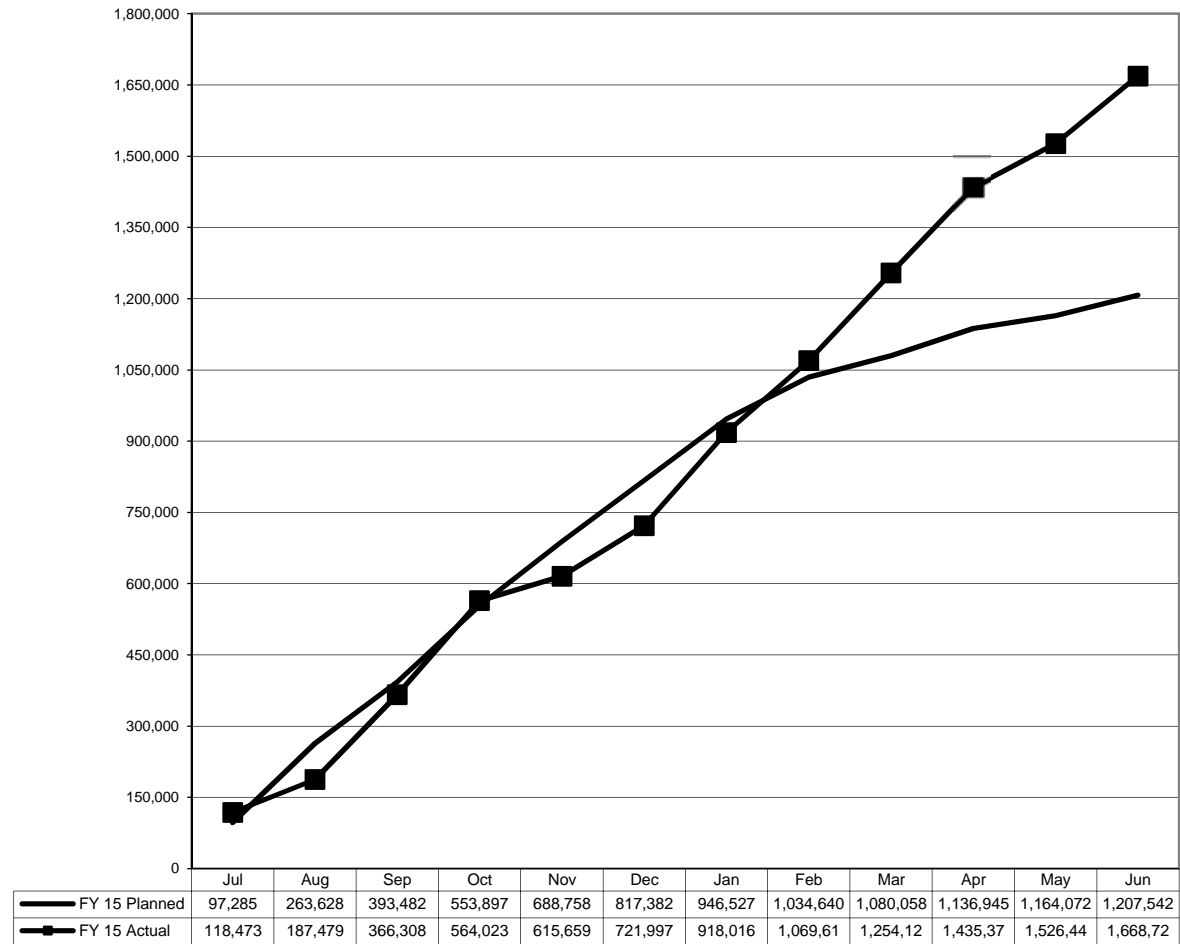
E - Non-budgeted costs due to load balancing requirements at CA ISO.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2015

In MWh

Lodi Energy Center



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

IDENTIFIER	Actual													Compliance Year 2013
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,092	462,120
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,120	462,120
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,513)	(45,513)

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2014
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	40,997	500,092
Cumulative MT Obligation (MT)	513,478	572,447	618,793	639,908	667,542	687,600	732,756	759,540	827,080	901,095	782,299	823,296	823,296
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0		13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,502)	(87,533)	(89,253)	(93,138)	(66,794)	(185,184)	(140,028)	(113,244)	(59,290)	(35,795)	(116,025)	(75,378)	(75,378)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
IDENTIFIER	Actual					Estimated								Compliance Year 2015
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Cumulative Totals
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	83,416	187,981	187,981	180,179	186,185	184,433	186,185	2,000,797	4,524,548
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	583,914	1,315,864	1,315,864	1,261,254	1,303,296	1,291,034	1,303,296	14,031,129	31,861,421
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		
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	31,511	71,011	71,011	68,064	70,332	69,671	70,332	757,190	1,719,402
Cumulative MT Obligation (MT)	897,145	955,068	1,025,184	1,093,692	1,128,555	1,160,065	1,231,076	1,302,087	1,370,150	1,440,483	1,510,153	1,580,486	1,580,486	2,865,901
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	41,342	250	250,100	15,000	86,000	107,327	0	0	0	0	0	0	500,019	1,490,609
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)	41,342	250	250,100	15,000	86,000	107,327	0	0	0	0	0	0	500,019	1,490,609
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	138,916
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	107,327	0	0	0	0	0	0	500,019	1,537,609
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,398,693	1,398,693	1,398,693	1,398,693	1,398,693	1,398,693	1,398,693	1,398,693	1,398,693
MTA Shortfall (MT)	(42,871)	14,802	(165,182)	(111,674)	(162,811)	(238,628)	(167,617)	(96,606)	(28,543)	41,790	111,460	181,793	181,793	1,467,208

Forecast for July 2015 - Dec 2015 has been updated.

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) July 2015																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	34,294	81,251	3,298	412,410	24,182	20,224	116,952	25,061	131,901	9,673	32,844	317,002	21,983	1,231,076		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	39,130	84,859	4,209	456,463	29,850	24,552	125,399	37,372	143,116	9,979	39,081	334,229	24,755	1,352,994		derived
MTA Shortfall (MT)	(4,836)	(3,608)	(911)	(44,053)	(5,668)	(4,328)	(8,447)	(12,311)	(11,215)	(306)	(6,237)	(17,227)	(2,772)	(121,918)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	12.62	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: July 9, 2014
To: Lodi Energy Center Project Participant Committee
Subject: Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement Schedule 6.00

Proposal

Approval of revised Project Management and Operations Agreement ("PMOA") Schedule 6.00 to reflect changes made for the Bay Area Rapid Transit District (BART), the City of Gridley, and an address change for the California Department of Water Resources (CDWR).

Background

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

Staff is recommending changes to PMOA Schedule 6.00, "Contact List" which provides the contact information for each of the Project Participants. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

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

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC approve the revised PMOA Schedule 6.00, dated 7-13-2015 for reference.

Prepared by:

KEN SPEER
Assistant General Manager Generation Services

Attachments: (1): PMOA Schedule 6.00 Contact List dated 7-13-2015

Agreement Schedule 6.00

Contact List

Northern California Power Agency

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

With copies to:

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

Northern California Power Agency
Attn: David Dockham, Assistant General Manager – Power Management
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4256
Facsimile: (916) 783-4252
Email: dave.dockham@ncpa.com

City of Azusa

City of Azusa
Azusa Light & Water Department
Attn: George Morrow, Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5219
Facsimile: (626) 334-3163
Email: gmorrow@ci.azusa.ca.us

Bay Area Rapid Transit District

Bay Area Rapid Transit District
Attn: Connee Lloyd
300 Lakeside Drive, 16th Floor
Oakland, California 94612-3534
Telephone: (510) 464-6435 or (510) 915-2509
Facsimile: (510) 464-6118
Email: clloyd@bart.org

Modesto Irrigation District

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

California Department of Water Resources:

Department of Water Resources
Attention: William Forsythe, Chief, Power Contracts Branch
2135 Butano Drive, Suite 100/Room 125
Sacramento, California 95825
Telephone: (916) 574-0310
Facsimile: (916) 574-0660
Email: william.forsythe@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

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

City of Biggs

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

City of Gridley

City of Gridley
Attn: Ray Borges, Council Member
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-5695
Facsimile: (530) 846-3229
Email: rayborges43@gmail.com

City of Healdsburg

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

City of Lodi

City of Lodi
Attn: Elizabeth Kirkley, Utility Director
221 W. Pine Street
Lodi, California 95240
Telephone: (209) 333-6828 or (209) 200-1107
Facsimile: (209) 333-6839
Email: ekirkley@lodieletric.com

City of Lompoc

City of Lompoc
Attn: Marty Hostler, Assistant Utility Director
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001
Telephone: (805) 736-1261 (switchboard) or (805) 736-1261
Facsimile: (805) 875-8399
Email: m_hostler@ci.lompoc.ca.us

Silicon Valley Power

Silicon Valley Power
Attn: John Roukema, Electric Utility Director
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 261-5490
Facsimile: (408) 249-0217
Email: jroukema@siliconvalleypower.com

City of Ukiah

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

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority
Attn: W. Kent Palmerton, General Manager
2106 Homewood Way, Suite 100
Carmichael, California 95608
Telephone: (916) 483-5368 or (916) 813-3323
Facsimile: (916) 485-3537
Email: kent@wkpalmerton.com



651 Commerce Drive
Roseville, CA 95678

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

Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Date: July 9, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Approval of new Exhibit 9 to Schedule 1.00 of PMOA

Proposal

Approval of a new Exhibit 9, Alternative Authorized Bidding Strategies, to PMOA Schedule 1.00, Scheduling and Dispatch Operations and Economic Criteria; and accordingly a revision to existing PMOA Schedule 0.00, Introduction to PMOA Agreement Schedules.

Background

NCPA and the LEC Project Participants executed the Lodi Energy Center Project Management and Operations Agreement (PMOA), which became effective on August 1, 2010. The PMOA contains multiple Schedules, which provide procedures and protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules can be revised, deleted or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC), and with regard to certain Schedules, approval additionally by the NCPA Commission when such Schedules "...could be reasonably viewed as having an impact on other NCPA projects." (PMOA, Article 10).

Staff is recommending the addition of a new Exhibit to Schedule 1.00, Scheduling and Dispatch Operations and Economic Criteria, to capture in one place the supplemental bidding strategies authorized and approved by the LEC Project Participant Committee (PPC) and the primary purpose of each authority. Staff recommends adding Exhibit 9, Alternative Authorized Bidding Strategies, to PMOA Schedule 1.00. A copy of the proposed Exhibit 9 is attached to this staff report.

Accordingly, staff is recommending revision to the PMOA Schedule 0.00, Introduction to PMOA Agreement Schedules, to add Exhibit 9 to the list. Also attached to this staff report is a redline copy of the proposed Schedule 0.00.

Fiscal Impact

No significant costs will be incurred to implement the changes to the PMOA Schedules and funds are available in the NCPA budget to support the work associated with these contract updates.

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC pass a motion approving the addition of a new Exhibit 9, Alternative Authorized Bidding Strategies to PMOA Schedule 1.00, Scheduling and Dispatch Operations and Economic

Criteria; and accordingly a revision to existing PMOA Schedule 0.00, Introduction to PMOA Agreement Schedules, as attached to this staff report and described herein.

Respectfully submitted,

KEN SPEER
Assistant General Manager/CFO

Attachments: (2)

- Proposed Exhibit 9, Alternative Authorized Bidding Strategies, to PMOA Schedule 1.00
- Proposed revised PMOA Schedule 0.00

EXHIBIT 9

Alternative Authorized Bidding Strategies

The PPC has authorized and approved the following supplemental bidding strategies for bidding into the CAISO markets. These strategies supplement the NCPA Scheduling and Bidding Principles set forth in Schedule 1.00.

Date	Primary Purpose of Authority	Alternative Bidding Strategy Approved By Formal Motion
10/14/2013	LEC has experienced significant loss of revenue due to local transmission congestion. The PPC authorized NCPA staff to adjust bidding principles to reduce lost revenues associated with local congestion.	Approves the Project Manager's request to waive the bid price curve set forth in Schedule 1.00 of the PMOA for the purpose of testing alternative bid principles on a continuing basis with a monthly report to be provided to the Participants at the monthly PPC meeting.
12/8/2014	LEC has experienced reduced revenues as a result of the CAISO only optimizing on a daily basis. The PPC authorized NCPA staff to reduce minimum load bid prices to optimize the value of LEC and minimize the number of start-ups when appropriate.	Approves reducing the Minimum Load Cost Bid of the LEC Plant to optimize its value in the CAISO Integrated Forward Market as discussed at today's meeting. Staff will report back to the PPC the results of this bidding strategy.
6/8/2015	LEC has operated at a zero margin. While doing so LEC is exposed to many risks of the market and to ensure some margin is obtained to help offset the risks, the PPC authorized NCPA staff to increase the minimum load cost up to 125% of Schedule 1.00, when appropriate.	Approves adjustment of scheduling into the CAISO Integrated Forward Market to optimize LEC value with specific authority to bid an amount that is up to 125% of the minimum load cost as is reflected in Schedule 1.00 of the PMOA.

Agreement Schedule 0.00

Introduction to PMOA Agreement Schedules

Separate Agreement Schedules have been established for this Agreement. Agreement Schedules will provide detailed descriptions, protocols, procedures and guidelines (including operating and cost recovery procedures) for the Project pursuant to this Agreement.

Agreement Schedules will provide for:

- Project operating procedures and protocols.
- Project specific accounting requirements.
- Project billing procedures.
- The establishment and maintenance of Project Funds.
- Fuel purchasing procedures and protocols.
- Other topics as needed in the future.

The Agreement Schedules will be organized as follows:

- Agreement Schedule 1.00 = Scheduling and Dispatch Operations and Economic Criteria
 - Exhibit 1 = Heat Rate
 - Exhibit 2 = VOM
 - Exhibit 3 = Margin
 - Exhibit 4 = GenBenefit
 - Exhibit 5 = CAISO Charges Exhibit 6 = Green House Gas Compliance Cost
 - Exhibit 7 = Three-Part Supply Bid Information
 - Exhibit 8 = Settlement of CAISO Charge Codes and Allocations to Participants*
 - Exhibit 9 = Alternative Authorized Bidding Strategies
- Agreement Schedule 2.00 = Fuel Supply Procurement, Delivery and Management
- Agreement Schedule 3.00 = Participant Requested Operations During Non-Economic Periods

Agreement Schedule 0.00

LEC Project Management and Operations Agreement

Draft 7-13-20151

- Agreement Schedule 4.00 = Shared Facilities and Cost Sharing*

- Agreement Schedule 5.00 = Project Funds**
- Agreement Schedule 6.00 = Contact List
- Agreement Schedule 7.00 = Differential Transmission Cost Adjustment
- Agreement Schedule 8.00 = Delegation of Authority
- Agreement Schedule 9.00 = LEC Project Participants and their Shares
- Agreement Schedule 10.00 = Billing and Payments
- Agreement Schedule 11.00 = Management of Cap-and-Trade Program Compliance*
- Appendix A = General Terms and Conditions between CDWR and NCPA

Agreement Schedules marked with * above require NCPA Commission approval, pursuant to Article 10 of this Agreement. Agreement Schedules marked with ** above require NCPA Commission approval for certain sections of the Agreement Schedule as detailed in such Agreement Schedule.

Definitions as set forth in Article 1 of this Agreement shall have the same meaning in the Agreement Schedules. IEEE and NERC standard definitions shall also be applicable in the Agreement Schedules. The following additional terms, when used in these Agreement Schedules, in either the singular or the plural, shall have the following meanings:

1. “SB32 Regulations Compliance Cost” (\$/MWh) as used in the Economic Operation is to be determined pursuant to Exhibit 6 of Agreement Schedule 1.00.

2. “All Resources Bill” (“ARB”) means the single, combined monthly bill from NCPA to a Participant that includes all operating project, plant, and other program costs and revenues contained in the then fiscal year operating Project Annual Budget at the summary level, pursuant to Section 17 of the PSA. The ARB provides year-to-date tracking of budget amounts billed, third party revenues collected, prior month's billing adjustments and various other details. In the PSA, the ARB is referred to as the Billing Statement.

3. “A/S” means Ancillary Services as defined in the CAISO tariff, which include capacity reserve services/products, e.g. Regulation-Up (RegU), Regulation-Down (RegD), Spin, Non-Spin or as revised by the CAISO from time-to-time.

Agreement Schedule 0.00

LEC Project Management and Operations Agreement

Draft 7-13-20152

4. “Balancing Authority” or “BA” is the CAISO in these Agreement Schedules.
5. “Bid Cost Recovery” or “BCR” is as defined in the CAISO tariff (See Exhibit 7 of Agreement Schedule 1.00).
6. “DAM” means the Day Ahead Market as defined in the CAISO tariff.
7. “Economic Operation” is as defined in Section 1.a. of Agreement Schedule 1.00.
8. “Fuel Management Contract” means the Project Gas Supplier and Management Agreement (see Agreement Schedule 2.00).
9. “GasPrice_{PG&E Citygate}” means the cost for gas delivered at the PG&E Citygate.
10. “GenBenefit” means generation benefits to be determined by the PPC pursuant to Exhibit 4 of Agreement Schedule 1.00, e.g., avoided transmission wheeling access charge for behind the meter generation.
11. “GMC” means the Grid Management Charge as defined in the CAISO tariff.
12. “Heat Rate” or “Heat Rate Curve” is the measure of generating plant/project efficiency in MMBtu per MWh (see Exhibit 1 of Agreement Schedule 1.00).
13. “IST” means an Inter-SC Trade, which is a commitment between two SCs as defined in the CAISO tariff.
14. “LDC” means PG&E’s Local Distribution Charges, as defined in the PG&E Gas Tariffs as a volumetric charge for costs to transport gas from the PG&E Citygate to the Project meter in dollars per MMBtu.
15. “LMP_{LEC}” means the CAISO’s Locational Marginal Price for Energy at the Point of Delivery of the Lodi Energy Center in \$/MWh.
16. “Margin” (\$/MWh) as used in the Economic Operation is to be determined by PPC pursuant to Exhibit 3 of Agreement Schedule 1.00.
17. “Master File” is as defined by the CAISO Tariff.
18. “Minimum Load” or “Pmin” is as defined by the CAISO Tariff.

19. “MP” means market price from the applicable market.
20. “MSSA” means Metered Subsystem Aggregator for Metered Subsystem entities (MSS). Certain NCPA Members are MSS as defined by the CAISO Tariff and the CAISO’s MSS and MSSA Agreements.
21. “Operation and Maintenance Expenses” has the meaning given it in the PSA, Section 4.68.
22. “Other Revenues” means revenue from Capacity (e.g., CAISO A/S) and other Attributes provided by the Project.
23. “PG&E Citygate” means any point where the backbone natural gas pipeline system of PG&E connects with its local distribution gas pipeline system.
24. “Project Capacity” is the total Project generating capability in MWs.
25. “Project Emergency Situation” means situations that require NCPA to take immediate action, including the expenditure of funds to act appropriately under the situation to protect Project personnel, environment, Project equipment including Shared Facilities, and safety and security of the surrounding areas.
26. “Project Generation” is the total Energy produced by the Project as measured at the Point of Delivery in MWs.
27. “Project Node” means the Point of Delivery designated by the CAISO for determination of the LMP_{LEC} .
28. “Registered Cost” is as defined by the CAISO Tariff.
29. “SC” means Scheduling Coordinator as defined by the CAISO tariff.
30. “SCID” means a name designated by the CAISO for a Scheduling Coordinator.
31. “Self-Scheduling” means being a price taker by submitting bids with no specification of prices into the CAISO’s markets for the products provided by the Project, and as more specifically defined in the CAISO tariff.

32. “Shutdown Fuel Requirement” means the required fuel to Shutdown the Project from its Minimum Load (“Pmin”) level.
33. “Startup Fuel Requirement” means the required fuel to start and synchronize the Project to its Minimum Load (“Pmin”) level.
34. “Trading Hour” is as defined by the CAISO tariff.
35. “Trading Day” is as defined by the CAISO tariff.
36. “VOM” means variable operation and maintenance cost in \$/MWh, including but not limited to startup/shutdown costs (\$/startup or \$/shutdown), running costs, and overhaul costs (\$/specified number of hours of operation) (see Exhibit 2 of Agreement Schedule 1.00).



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Date: July 9, 2015
To: Lodi Energy Center Project Participant Committee
Subject: RFI Communications & Security Systems – First Amendment to Five Year Multi-Task General Services Agreement; **Applicable to the following projects: All NCPA Locations**

Proposal

Approve a First Amendment to the existing five year Multi-Task General Services Agreement with RFI Communications & Security Systems for an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000) for security solutions and systems integration at all NCPA facility locations.

Background

As of March 15, 2013 NCPA entered into a five year Multi-Task General Services Agreement with RFI Communications & Security Systems for not-to-exceed \$90,000. At the time the agreement was executed, the contract was prepared for use primarily at the NCPA headquarters location. The contract funds authorized by the agreement are nearly depleted. NCPA has completed a physical security assessment of all of its facilities. Increasing the compensation authorized by this agreement will enable staff to continue to utilize this vendor for services.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified contractors as possible and bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time.

Fiscal Impact

The total cost of the agreement will be not-to-exceed \$750,000 over the five year term. Allocation of funds will be based on the Commission approved annual budgets. 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.

Recommendation

Staff recommends that the PPC pass a motion approving a First Amendment to the Multi-Task General Services Agreement with RFI Communications & Security Systems, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments (2)

- Resolution
- First Amendment to Multi-Task General Services Agreement with RFI Communications & Security Systems, Inc.



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND RFI COMMUNICATIONS & SECURITY SYSTEMS

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and RFI Communications & Security Systems ("Contractor"), a corporation located at 360 Turtle Creek Court, San Jose, CA 95125-1315 (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, Agency and Contractor entered into a Multi-Task General Services Agreement dated effective March 15, 2013, (the "Agreement") for Contractor to provide and manage security solutions and systems integration services to the NCPA Facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$90,000 to a 'NOT TO EXCEED' amount of \$750,000; and

WHEREAS, the Agency now desires to amend the Agreement to update the name of the NCPA General Manager to whom written notice shall be given pursuant to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor for an amount NOT TO EXCEED \$750,000 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.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit B**. Accordingly, the not to exceed amount set forth on Exhibit B is amended to provide \$750,000.

3. Section 13.8-Notices is amended to provide that any written notice to Agency shall be sent to:

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

4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

The Parties have executed this Amendment as of the date first written above.

NORTHERN CALIFORNIA POWER AGENCY

RFI COMMUNICATIONS & SECURITY
SYSTEMS

Date: _____

Date: _____

Randy S. Howard, General Manager

Brad J. Wilson, CPP President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RFI COMMUNICATIONS & SECURITY SYSTEMS**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and RFI Communications & Security Systems, a corporation with its office located at 360 Turtle Creek Court, San Jose, CA 95125-1315 ("Contractor") (together sometimes referred to as the "Parties") as of March 15, 2013 ("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 **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.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ninety thousand dollars (\$90,000) 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;
- 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

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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. (Required for all Contractors providing engineering, architectural, design, and similar services requiring special licensing from the State of California.) Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00).

aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim.

*****NOT REQUIRED FOR THIS CONTRACT*****

4.4 All Policies Requirements.

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

4.4.2 Notice of Reduction in or Cancellation of Coverage. 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.

4.4.3 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 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. 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 ensues 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.

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.

- 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.

***** REQUIRED FOR THIS CONTRACT *****

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 Work Requiring Payment of Prevailing Wages.** If applicable, 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 these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

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 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 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 to 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 the Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

9.4.3.1 Disclosure to employees, agents, Contractors, 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. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, 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, Contractors, 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 Agency's operations and the operations of 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. Agency will not 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. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no 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 Agency owned equipment and property provided by Agency 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 Agency site programs.

- 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 to include diesel fuel used for trucks owned or leased by the Contractor.

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 Donna Stevener, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Terry Yslava
RFI Communications & Security Systems
360 Turtle Creek Court
San Jose, CA 95125-1315

With a copy to:

Rick Wise
RFI Communications & Security Systems
4234 N. Freeway Blvd., Ste. 100
Sacramento, CA 95834

Any written notice to Agency shall be sent to:

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

- 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 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, and Contractor's Proposal (if any), the Agreement shall control. In

the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits 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.

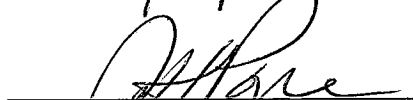
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

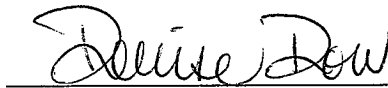
CONTRACTOR:
RFI Communications and Security Systems

Date 3/19/13

Date 3/6/13


JAMES H. POPE, General Manager
Attest:


Brad J. Wilson CPP President


Assistant Secretary of the Commission
Approved as to Form:


Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Manage security solutions and systems integration including:

- Video Surveillance & Analytics
- Digital and Network Video Recorders
- Access Control Systems
- Photo ID & Card Management
- Intrusion Alarm Systems
- Optical Turnstiles
- Biometric Recognition
- Perimeter Protection
- Network Infrastructure
- IP-Based Infrastructure
- Maintenance
- Inspections
- Repair

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed \$90,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

STANDARD TIME & MATERIAL SERVICE LABOR RATES

Monday - Friday, 8:00 am to 4:30 pm (local time)* Monday - Friday, 4:30 pm to 8:00 am **
Saturday ** Sunday **
RFI Holidays **

Service Technician (Per Hour)

\$120.00
\$180.00
\$180.00
\$240.00
\$240.00

Systems Analyst (Per Hour)

\$150.00
\$225.00
\$225.00
\$300.00
\$300.00

*1-hour minimum. Charges are billed in ½ increments for all subsequent time.

** 2-hour minimum. Charges are billed in ½ hour increments for all subsequent time.

TIME AND MATERIAL LABOR RATES (ALL SERVICE PLANS)

Monday - Friday, 8:00 am to 4:30 pm (local time)* Monday - Friday, 4:30 pm to 8:00 am **
Saturday ** Sunday **
RFI Holidays **

Service Technician (Per Hour)

\$96.00
\$144.00
\$144.00
\$192.00
\$192.00

Systems Analyst (Per Hour)

\$120.00
\$180.00
\$180.00
\$240.00
\$240.00

*1-hour minimum. Charges are billed in ½ increments for all subsequent time.

** 2-hour minimum. Charges are billed in ½ hour increments for all subsequent time.

RFI HOLIDAYS

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Day After Thanksgiving
8. Christmas Day

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.

***** REQUIRED FOR THIS CONTRACT *****

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Brad J. Wilson

(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

RFI Communications and Security Systems

(Company name)

for contract work at

Multiple Projects/Locations

(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 ____ 6th ____ day of March ____, 20 ____ 13 ____.

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

**NORTHERN CALIFORNIA POWER AGENCY
CALENDAR YEAR 2016
PLANNED MAINTENANCE OUTAGE SCHEDULE**

Facility	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Collierville Unit 1										15-28		
Collierville Unit 2										15-16	7-18	
Spicer Unit 1									6-9, 12-23			
Spicer Unit 2									6-9, 26-30	1-7		
Spicer Unit 3								29-31	1-2, 6-9			
CT1 Alameda Project	1-12											
CT1 Lodi Project		1-29	1-31	1-30								
CT2 STIG Project					16-29							
Lodi Energy Center					1-29							
Geothermal Plant 1 Unit 1			1-5									
Geothermal Plant 1 Unit 2			1-5									
Geothermal Plant 2 Unit 4			28-30	1-30								