

SINGLE MEMBER SERVICES AGREEMENT
for
SPECIAL TRANSACTIONS
by and between the
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
and the
NORTHERN CALIFORNIA POWER AGENCY

CONFIRMATION
AGENCY SERVICES

In accordance with the terms and conditions of the Single Member Services Agreement for Special Transactions by and between the San Francisco Bay Area Rapid Transit District and the Northern California Power Agency (“BART SMSA”) dated December 1, 2005, as such may be amended from time to time, Northern California Power Agency (“NCPA”) may provide certain Agency Services to the San Francisco Bay Area Rapid Transit District (“Member”) upon receipt of a written Confirmation requesting such Agency Services from Member. Agency Services are services that NCPA may provide in the capacity of the exclusive agent of the Member, as principal, subject to the provisions of the BART SMSA. Member has requested NCPA to provide Agency Services as described herein, and NCPA has agreed to provide Agency Services in consideration of the costs of such activities as described herein. The Agency Services provided to Member herein are separate and distinct from all other Agency Services NCPA may provide to Member pursuant to the BART SMSA; therefore, this Confirmation does not replace or supersede any other Confirmation that may be made between NCPA and Member.

This Confirmation for Agency Services is made this ____ day of _____, 20__ (the “Confirmation Effective Date”) with reference to the following facts, among others:

- A. Member currently receives certain transmission services from Pacific Gas and Electric Company (“PG&E”), pursuant to a Network Integration Transmission Service Agreement (the “NITSA”). The NITSA is set to expire as of December 31, 2016.
- B. Pursuant to the terms and conditions of the BART SMSA, NCPA currently supplies certain Power Procurement and Advisory Services to Member as further described in Attachment “A”, which is attached to and made part of the BART SMSA. The current term of the BART SMSA is set to expire on December 31, 2016.
- C. Member is a signatory participant to the Power Management and Administrative Services Agreement (“PMASA”), the Amended and Restated Facilities Agreement (“FA”), and the Amended and Restated Scheduling Coordinator Agreement (“SCPA”), under which NCPA supplies certain services to Member.
- D. Member and PG&E are engaged in active negotiations to define the manner in which BART may receive transmission services or other services from PG&E beyond the

current term of the NITSA, and the results of such negotiations will also influence the manner in which NCPA may supply certain services to Member beyond the current term of the NITSA.

Therefore, the Parties agree as follows:

PURPOSE OF CONFIRMATION

NCPA currently supplies certain services to Member pursuant to the terms and conditions of the BART SMSA, PMASA, FA and SCPA. The services supplied to Member under Attachment “A” to the BART SMSA are set to expire as of December 31, 2016. Due to the pending conclusion of the active negotiations between Member and PG&E, the manner in which NCPA may supply certain services to Member beyond December 31, 2016, has not been fully determined; therefore, NCPA and Member have not completed development of an agreement that will supersede and replace Attachment “A” to the BART SMSA. The agreement that is contemplated to replace the existing Attachment “A” to the SMSA is expected to become effective as of January 1, 2017, and will include the scope of services NCPA will supply to Member beyond December 31, 2016, that are not otherwise available to Member as a participant under the PMASA, FA and SCPA. During the period prior to December 31, 2016, (the “Transition Period”) Member may request NCPA to supply certain Agency Services to Member, as further described herein, that are not otherwise available to Member pursuant to the Attachment “A” to the BART SMSA, PMASA, FA and SCPA. The purpose of this Confirmation for Agency Services is to enable NCPA to supply Agency Services to Member during the Transition Period, and to obligate Member to compensate NCPA for any and all costs NCPA may directly incur as a result of supplying Agency Services to Member. This Confirmation for Agency Services is not intended to act as the replacement to the Attachment “A”, or to specify what services NCPA may supply to Member beyond December 31, 2016, that are not otherwise available to Member pursuant to the PMASA, FA and SCPA. The Parties agree and acknowledge that any such services shall be supplied to Member, if any, pursuant to a separate contractual instrument.

SCOPE OF AGENCY SERVICES

NCPA shall provide the following Agency Services to Member during the Transition Period, which are separate and distinct from the services NCPA supplies to Member pursuant to the terms and conditions of the Attachment “A” to the BART SMSA, PMASA, FA and SCPA:

- I. Performing nomination and bidding activities to acquire and transact Congestion Revenue Rights, and manage Congestion Revenue Rights holdings on behalf of Member, acting as Member’s Agent.
- II. Submit regulatory data to appropriate Balancing Authorities by defined deadlines, including Resource Adequacy compliance filings.

- III. Directly act on behalf of Member, or act as Member's agent, for registration, filing and submission of data and other information as may be required by the California Independent System Operator ("CAISO"), to enable Member to participate in the CAISO wholesale markets as a market participant either directly or through NCPA, which may be required during the Transition Period.

COST OF AGENCY SERVICES

In compensation for NCPA's provision of Agency Services, as described herein, NCPA shall invoice Member for any and all direct costs incurred by NCPA, not otherwise currently included in Member's allocated share of Power Management Services Costs and Administrative Services Cost, pursuant to the PMASA, and consisting of new charges imposed on NCPA by others, including any direct fees assessed to NCPA by the CAISO for processing submitted data and requests, for work performed by NCPA on behalf of Member under this Confirmation for Agency Services. By executing this Confirmation, Member hereby agrees to compensate NCPA for any and all costs associated with NCPA's provision of Agency Services.

Member waives all provisions of BART SMSA Article 2, including those requiring that NCPA provide an estimate of costs or man-hours, names of personal who will perform services, or schedules of performance.

WAIVER OF RISK DISCLOSURE STATEMENT

Member, by executing this Confirmation, acknowledges that it is aware of and has fully considered the risks inherent in consummating the transaction contemplated herein, and based on such understanding of the risks Member waives NCPA's obligation to develop and provide the following risk disclosure statements as required under the SMSA: Contract Form Risk Disclosure Statement, Counterparty Risk Disclosure Statement, and Contract Damages Risk Disclosure Statement.

Pursuant to the terms and conditions of the BART SMSA and this Confirmation, the undersigned hereby approves the cost of Agency Services described herein.

**SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT**

**NORTHERN CALIFORNIA
POWER AGENCY**

By:
Date:

By: Randy Howard
Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM

Member Counsel

Michael Dean, General Counsel