



16

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: California Municipal Utilities Association and Southern California Public Power Authority – Third Amendment to the Funding Agreement for Energy Efficiency Services

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JDC</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input checked="" type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input checked="" type="checkbox"/>	Plumas-Sierra REC	<input checked="" type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input checked="" type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>	Truckee Donner PUD	<input checked="" type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 21-112 authorizing the General Manager or his designee to enter into a Third Amendment to the Funding Agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) for the development and maintenance of a demand side management cost-effectiveness tool and reporting platform, with any non-substantial changes recommended and approved by the NCPA General Counsel, to increase the total not-to-exceed amount by \$458,000, of which NCPA will be responsible for payment of \$58,562.

BACKGROUND:

POUs are required by SB 1037 (Kehoe 2005) to submit an annual energy efficiency report to the California Energy Commission, documenting POU energy efficiency measures and cost savings. To aid with the creation and submittal of this report, CMUA contracted with Energy Platforms, LLC (EP) for the development and maintenance of a demand side management cost-effectiveness tool and reporting platform, and entered into a joint contracting and cost sharing arrangement with NCPA and SCPPA to co-fund the project. NCPA approved participation in a Funding Agreement with CMUA and SCPPA under Resolution 18-57 on July 26, 2018. The original Agreement was not-to-exceed \$827,600 and NCPA's share of this amount was \$213,309.

On December 1, 2019, CMUA amended its Agreement with EP to increase the budget by \$275,500 so that EP could improve and enhance the cost-effectiveness tool in response to requests from various participating POUs. NCPA approved the additional costs in the First Amendment under Resolution 19-112 on December 5, 2019. A second amendment increased the budget by \$185,500 for EP to enhance the system capabilities, and was approved by NCPA under Resolution 20-63 on September 25, 2020.

Subsequently, CMUA, NCPA, and SCPPA have agreed to further increase the budget by \$458,000, for EP to perform additional services under the agreement in response to POU requests. The 2021-2022 planned system enhancements will improve energy efficiency reporting processes, assist with integration of the new electronic Technical Reference Manual, and will redesign portions of the system to allow users to create custom data models for reporting and planning energy efficiency measures. Participating POUs were able to opt-in to a share of the costs of the enhancements, and 11 NCPA Members have agreed to pay a portion of the enhancement costs, not-to-exceed a total of \$58,562.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,288,600 to \$1,746,600 over the remainder of the contract term. No fiscal impact to NCPA. Expenses for each additional upgrade to the cost-effectiveness tool and reporting platform will be shared only by those Members that agreed to fund a share of a specific upgrade, and will be billed directly to that Member as a pass-through charge.

SELECTION PROCESS:

CMUA, NCPA, and SCPPA collaborated to issue and administer a competitive solicitation for professional and technical services in 2017-2018, to develop an energy efficiency database tool that would calculate the cost-effectiveness of energy efficiency demand reduction measures and programs, and to summarize and report program expenditures, energy savings, and demand reductions in order to report this information to the CEC and other regulatory agencies.

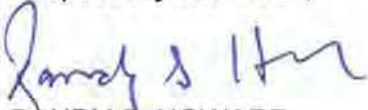
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on December 1, 2021.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (5):

- Resolution No. 21-112
- Third Amendment to CMUA Funding Agreement for Energy Efficiency Services
- Second Amendment to CMUA Funding Agreement for Energy Efficiency Services
- First Amendment to CMUA Funding Agreement for Energy Efficiency Services
- Original CMUA Funding Agreement for Energy Efficiency Services

RESOLUTION 21-112

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A THIRD AMENDMENT TO THE FUNDING AGREEMENT WITH CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION AND SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

(reference Staff Report #250:21)

WHEREAS, Northern California Power Agency (NCPA), California Municipal Utilities Association (CMUA), and Southern California Public Power Authority (SCPPA) collaborated on the development of a demand side management cost-effectiveness tool and reporting platform; and

WHEREAS, NCPA, CMUA, and SCPPA jointly released a competitive solicitation (Request for Proposal) for the selection of a consultant to develop a web-based application to replace the previous Excel-based spreadsheet tool; and

WHEREAS, NCPA, CMUA, and SCPPA selected Energy Platforms, LLC through a competitive solicitation to develop the web-based cost-effectiveness tool and reporting platform; and

WHEREAS, CMUA executed a consulting services agreement with Energy Platforms, LLC to develop a web-based cost-effectiveness tool and reporting platform for use by the electric utility members of CMUA, NCPA, and SCPPA, for an amount not-to-exceed \$827,600 over the five-year term of the agreement; and

WHEREAS, NCPA has agreed under the existing Agreement to pay its proportionate share of 25.774% of the original cost of services provided under the Agreement; and

WHEREAS, CMUA, NCPA, and SCPPA amended the Agreement in December 2019 and September 2020 to further enhance the web-based cost-effectiveness tool and reporting platform at a cost of \$461,000, in order to improve the analytical capabilities of the system and ensure that the reports generated will meet statutory and regulatory requirements; and

WHEREAS, the electric utility members of CMUA, NCPA, and SCPPA collectively agree to jointly fund a third series of improvements to the web-based cost-effectiveness tool and reporting platform in 2021 at a total cost of \$458,000, based on member requests; and

WHEREAS, NCPA has agreed to pay 12.79% of the additional cost of services provided under the Second Amendment to the Agreement, not to exceed \$58,562; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$1,288,600 to \$1,746,600 to ensure sufficient funds are available for the remainder of the contract term; and

WHEREAS, 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; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a third amendment to the Funding Agreement, with any non-substantial changes as approved by the NCPA General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

 DAVID HAGELE
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

THIRD AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Third Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated as of _____, 2021 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") as of September 25, 2018, and as most recently amended on October 1, 2020, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed one-million two-hundred eighty-eight thousand six-hundred dollars (\$1,288,600.00)**, and which included a cost allocation among the Parties;

WHEREAS CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$458,000.00 to a total of not to exceed one-million seven-hundred forty-six thousand six hundred dollars (\$1,746,600.00);

WHEREAS CMUA, NCPA, and SCPPA desire to amend the Agreement to modify the total not to exceed amount and to increase the cost allocation amounts for each Party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "RETAINER OF CONSULTANT," shall be amended to increase the not to exceed amount to \$1,746,600.00.
2. Section 1.2 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each Party as follows:
 - CMUA shall be responsible **27.87% of the increased** cost of services provided under this Third Amendment to the CSA, or **one-hundred twenty-seven thousand six-hundred sixty-three (\$127,663.00)**, for a total cost of services provided under the CSA and total payments not to exceed **five-hundred thirty-four thousand, three-hundred fifty-eight dollars (\$534,358.00)**.
 - NCPA shall be responsible **12.79% of the increased** cost of services provided under this Third Amendment to the CSA, or **fifty-eight thousand five-hundred sixty-two dollars (\$58,562.00)**, for a total cost of services provided under the CSA and total payments not to exceed **three-hundred seventy-three thousand nine-hundred thirty-four dollars (\$373,934.00)**.

- SCPPA shall be responsible **59.34%** increased cost of services provided under this Third Amendment to the CSA, or **two-hundred seventy-one thousand seven-hundred seventy-five dollars (\$271,775.00)**, for a total cost of services provided under the CSA and total payments not to exceed **eight-hundred thirty-eight thousand three-hundred eight dollars (\$838,308.00)**.

Except as expressly provided in this Third Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Third Amendment, this Third Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association

BARRY MOLINE
Executive Director

Southern California Public Power Authority

Approved as to legal form and content:

MARY BETH MARTIN
General Counsel

MICHAEL S. WEBSTER
Executive Director

Northern California Power Agency

Approved as to legal form and content:

JANE E. LUCKHARDT
General Counsel

RANDY S. HOWARD
General Manager

SECOND AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Second Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated as of _____, 2020 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") as of September 25, 2018, and as amended on December 1, 2019, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed one-million one-hundred three thousand one hundred dollars (\$1,103,100)**, and which included a cost allocation among the Parties.

WHEREAS, CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$185,500 to a total of **not to exceed one-million two-hundred eighty-eight thousand six hundred dollars (\$1,288,600.00)**;

WHEREAS, CMUA, NCPA, and SCPPA desire to further amend the Agreement to modify the total not to exceed amount and to increase the cost allocation amounts for each Party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "RETAINER OF CONSULTANT," shall be amended to increase the not to exceed amount to \$1,288,600.00.
2. Section 1.2 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each Party as follows:
 - CMUA shall be responsible for **36.40% of the increased** cost of services provided under this Second Amendment to the CSA, or **sixty-seven thousand, five hundred thirteen dollars and seventy-six cents (\$67,513.76)**, for a total cost of services provided under the CSA and total payments not to exceed **four-hundred six thousand, six hundred ninety-four dollars and ninety-five cents (\$406,694.95)**.
 - NCPA shall be responsible for **16.74% of the increased** cost of services provided under this Second Amendment to the CSA, or **thirty-one thousand fifty-eight dollars and seventy-eight cents (\$31,058.78)**, for a total cost of services provided under the CSA and total payments not to exceed **three-**

hundred fifteen thousand three hundred seventy-one dollars and seventy-seven cents (\$315,371.77).

- SCPPA shall be responsible for **46.86% of the increased** cost of services provided under this Second Amendment to the CSA, or **eighty-six thousand nine hundred twenty-seven dollars and forty-six cents (\$86,927.46)**, for a total cost of services provided under the CSA and total payments not to exceed **five-hundred sixty-six thousand five hundred thirty-three dollars and twenty-eight cents (\$566,533.28).**

Except as expressly provided in this Second Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Second Amendment, this Second Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association

DocuSigned by:
Barry Moline
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BARRY MOLINE
Executive Director

Southern California Public Power Authority

Approved as to legal form and content:

DocuSigned by:
Richard J. Morillo
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RICHARD J. MORILLO
General Counsel

DocuSigned by:
Michael S. Webster
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MICHAEL S. WEBSTER
Executive Director

Northern California Power Agency

Approved as to legal form and content:

DocuSigned by:
Jane Luckhardt
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JANE E. LUCKHARDT
General Counsel

DocuSigned by:
Randy S Howard
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RANDY S. HOWARD
General Manager

AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated for convenience, December 1, 2019 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") on or about November 10, 2018, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed eight-hundred twenty-seven thousand six hundred dollars (\$827,600)** and a cost allocation of the following:

- CMUA was responsible for **30.748%** of the total cost of services provided under the CSA, and total payments not exceed **two-hundred fifty-four thousand four hundred sixty-seven dollars (\$254,467)**.
- NCPA was responsible for **25.774%** of the total cost of services provided under the CSA, and total payments not exceed **two-hundred thirteen thousand three hundred nine dollars (\$213,309)**.
- SCPPA was responsible for **43.478%** of the total cost of services provided under the CSA, and total payments not exceed **three-hundred fifty-nine thousand eight hundred twenty-four dollars (\$359,824)**.

WHEREAS, CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$275,500 to a total of \$1,103,100.

WHEREAS, CMUA, NCPA, and SCPPA desire to amend the Agreement to modify the total not to exceed amount, maintain the cost allocation percentages as originally agreed upon by all Parties and increase the respective not to exceed amounts for each party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "Retainer of Consultant," shall be amended to increase the not to exceed amount to \$1,103,100.
2. Section 1.3 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each party as follows:
 - CMUA shall be responsible **30.748%** total cost of services provided under the CSA, and total payments not to exceed **three-hundred thirty-nine thousand, one hundred, eighty-one dollars, and nineteen cents (\$339,181.19)**;
 - NCPA shall be responsible **25.774%** total cost of services provided under the CSA, and total payments not to exceed **two-hundred eighty-four thousand, three hundred, twelve dollars and ninety-nine cents (\$284,312.99)**;

- SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not to exceed four-hundred seventy-nine thousand, six hundred five dollars and eighty-two cents (\$479,605.82).

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Amendment, this Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association



BARRY MOLINE
Executive Director

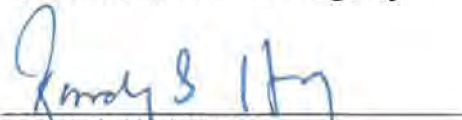
Southern California Public Power Authority

MICHAEL S. WEBSTER
Executive Director

Approved as to form:


Richard J. Morillo
General Counsel

Northern California Power Agency



RANDY S. HOWARD
General Manager

Approved as to form:




Jane Luckhardt
General Counsel

- SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not to exceed four-hundred seventy-nine thousand, six hundred five dollars and eighty-two cents (\$479,605.82).

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Amendment, this Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association


BARRY MOLINE
Executive Director

Southern California Public Power Authority


MICHAEL S. WEBSTER
Executive Director

Approved as to form:


Richard J. Morillo
General Counsel

Northern California Power Agency

RANDY S. HOWARD
General Manager

Approved as to form:

Jane Luckhardt
General Counsel

FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This agreement ("Agreement") is dated as of September 25, 2018, ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, each of the Parties is a membership organization consisting of publicly owned utilities, many of which operate an electric utility; and

WHEREAS, certain of the member utilities of the Parties ("Participants") are engaged in the planning, development, and administration of energy efficiency incentive programs for their respective retail electric customers; and

WHEREAS, the Participants have a need for professional and technical services to develop (1) an energy efficiency cost-effectiveness tool ("CET") and (2) an energy efficiency reporting platform ("RP") to improve Participants' tracking and evaluation of program performance and to support Participants' compliance with mandatory state and federal reporting requirements; and

WHEREAS, the Parties desire to jointly retain Energy Platforms, LLC ("Consultant") to develop the CET and RP that can be utilized by the Participants, and to share the costs of developing the CET and RP; and

WHEREAS, the Consultant is qualified and capable of providing consulting services for developing the CET and RP, and the Consultant is willing to provide such services at a price **NOT TO EXCEED eight-hundred twenty-seven thousand six hundred dollars (\$827,600)**, including all costs; and

WHEREAS, CMUA is willing to retain Consultant to provide the services, with the costs of such services to be shared by each of the Parties as specified in this Agreement so that the CET and RP will be available for use by each of the Parties and their respective Participants.

NOW, THEREFORE the Parties agree as follows:

Section 1. RETAINER OF CONSULTANT. CMUA agrees to enter into a consultant services agreement (the "CSA") with Consultant, in an amount not to exceed **eight-hundred twenty-seven thousand six hundred dollars (\$827,600)**. Pursuant to the CSA, Consultant will develop and deliver the CET and RP to CMUA as more fully described in the CSA. Upon delivery of the CET and RP to CMUA, CMUA shall promptly provide access to SCPPA and NCPA for use by their respective Participants.

- 1.1 **Term of Agreement.** The term of this agreement shall begin on the Effective Date and shall end when the CSA with the Consultant ends, or no later than five (5) years from the Effective Date, whichever is shorter.
- 1.2 **Cost Allocation.** Pursuant to Section 3, Parties are responsible for a share of the cost of services provided under the CSA as follows:
- a. CMUA shall be responsible 30.748% total cost of services provided under the CSA, and total payments not exceed two-hundred fifty-four thousand four hundred sixty-seven dollars (\$254,467).
 - b. NCPA shall be responsible 25.774% total cost of services provided under the CSA, and total payments not exceed two-hundred thirteen thousand three hundred nine dollars (\$213,309).
 - c. SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not exceed three-hundred fifty-nine thousand eight hundred twenty-four dollars (\$359,824).
- 1.3 **Administration of CSA.** CMUA shall be responsible for the administration of the CSA.

Section 2. AUTHORIZED REPRESENTATIVES. Any notices to the Parties, and all invoices and payments shall be sent to the following Authorized Representatives of the Parties:

Barry Moline
Executive Director
California Municipal Utilities Association
915 L Street, Suite 1480
Sacramento, CA 95814

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95668

Mike Webster
Executive Director
Southern California Public Power Authority
1160 Nicole Court
~~Glendora, CA 91740~~

Any Party may modify the name of its Authorized Representative or its address by sending written notice to the other Parties.

Section 3. PAYMENT. The Parties agree that costs of services provided under the CSA

shall be shared by the Parties on a 50% equal share, 50% proportional share of total energy consumption basis:

Org	Entity	2016 Sales (GWh)	2016 Sales (%)	Sales (\$)	Equal Share (\$)	Not To Exceed (\$)	Cost Share (%)
CMUA	Sacramento	10,421.1	17.16%	\$ 71,011	\$ 10,610	\$ 81,622	9.86%
CMUA	Modesto	2,503.1	4.12%	\$ 17,057	\$ 10,610	\$ 27,667	3.34%
CMUA	Turlock	2,000.3	3.29%	\$ 13,630	\$ 10,610	\$ 24,241	2.93%
CMUA	San Francisco	970.9	1.60%	\$ 6,616	\$ 10,610	\$ 17,226	2.08%
CMUA	Merced	476.9	0.79%	\$ 3,250	\$ 10,610	\$ 13,860	1.67%
CMUA	Moreno Valley	192.6	0.32%	\$ 1,313	\$ 10,610	\$ 11,923	1.44%
CMUA	Lassen	130.6	0.22%	\$ 890	\$ 10,610	\$ 11,500	1.39%
CMUA	Trinity	108.7	0.18%	\$ 741	\$ 10,610	\$ 11,351	1.37%
CMUA	Victorville	89.0	0.15%	\$ 607	\$ 10,610	\$ 11,217	1.36%
CMUA	Corona	78.6	0.13%	\$ 536	\$ 10,610	\$ 11,146	1.35%
CMUA	Rancho Cucamonga	73.0	0.12%	\$ 497	\$ 10,610	\$ 11,108	1.34%
CMUA	Needles	35.9	0.06%	\$ 244	\$ 10,610	\$ 10,855	1.31%
CMUA	Pittsburg	20.9	0.03%	\$ 142	\$ 10,610	\$ 10,752	1.30%
NCPA	Santa Clara	3,425.8	5.64%	\$ 23,344	\$ 10,610	\$ 33,954	4.10%
NCPA	Roseville	1,179.0	1.94%	\$ 8,034	\$ 10,610	\$ 18,644	2.25%
NCPA	Palo Alto	914.7	1.51%	\$ 6,233	\$ 10,610	\$ 16,844	2.04%
NCPA	Redding	742.9	1.22%	\$ 5,062	\$ 10,610	\$ 15,672	1.89%
NCPA	Lodi	426.2	0.70%	\$ 2,904	\$ 10,610	\$ 13,515	1.63%
NCPA	Alameda	341.8	0.56%	\$ 2,329	\$ 10,610	\$ 12,940	1.56%
NCPA	Shasta Lake	195.6	0.32%	\$ 1,333	\$ 10,610	\$ 11,943	1.44%
NCPA	Truckee Donner	151.5	0.25%	\$ 1,033	\$ 10,610	\$ 11,643	1.41%
NCPA	Plumas-Sierra	144.5	0.24%	\$ 985	\$ 10,610	\$ 11,595	1.40%
NCPA	Lompoc	131.5	0.22%	\$ 896	\$ 10,610	\$ 11,506	1.39%
NCPA	Ukiah	106.7	0.18%	\$ 727	\$ 10,610	\$ 11,338	1.37%
NCPA	Healdsburg	75.3	0.12%	\$ 513	\$ 10,610	\$ 11,123	1.34%
NCPA	Port of Oakland	61.3	0.10%	\$ 418	\$ 10,610	\$ 11,028	1.33%
NCPA	Gridley	34.2	0.06%	\$ 233	\$ 10,610	\$ 10,843	1.31%
NCPA	Biggs	16.2	0.03%	\$ 111	\$ 10,610	\$ 10,721	1.30%
SCPPA	Los Angeles	22,666.3	37.33%	\$ 154,452	\$ 10,610	\$ 165,062	19.94%
SCPPA	Imperial	3,385.5	5.58%	\$ 23,070	\$ 10,610	\$ 33,680	4.07%
SCPPA	Anaheim	2,356.3	3.88%	\$ 16,056	\$ 10,610	\$ 26,666	3.22%
SCPPA	Riverside	2,182.8	3.59%	\$ 14,874	\$ 10,610	\$ 25,484	3.08%
SCPPA	Vernon	1,109.0	1.83%	\$ 7,557	\$ 10,610	\$ 18,167	2.20%
SCPPA	Burbank	1,095.9	1.80%	\$ 7,468	\$ 10,610	\$ 18,078	2.18%
SCPPA	Pasadena	1,070.9	1.76%	\$ 7,298	\$ 10,610	\$ 17,908	2.16%
SCPPA	Glendale	1,065.5	1.75%	\$ 7,261	\$ 10,610	\$ 17,871	2.16%
SCPPA	Colton	352.9	0.58%	\$ 2,405	\$ 10,610	\$ 13,015	1.57%
SCPPA	Azusa	253.7	0.42%	\$ 1,729	\$ 10,610	\$ 12,339	1.49%
SCPPA	Banning	138.4	0.23%	\$ 943	\$ 10,610	\$ 11,553	1.40%

3.1 Invoices. Upon receipt of any invoice from the Consultant, CMUA shall forward a copy

of the invoice to NCPA and SCPA who shall, within thirty (30) days of receipt, pay their share of the invoice or otherwise make restitution of their respective share of the invoice to CMUA. CMUA as counterparty to the CSA with the Consultant will be responsible for payment to the Consultant. Notwithstanding the foregoing, payments by NCPA and SCPA are subject to the limitations established in Subsection 1.2.

- 3.2 Recovery of Costs from Participants.** Each Party shall be responsible for the recovery of any costs for which it is responsible under this Agreement from those Participants who are members of that Party.
- 3.3 Non-Responsibility for Costs Incurred by Other Parties.** The obligations incurred by the Parties under this Agreement are severable, and not joint. No Party shall be responsible for the costs incurred under the CSA for services to Participants who are not identified in this Section 3 as the responsibility of that Party.

Section 4. MISCELLANEOUS PROVISIONS.

- 4.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Successor and Assigns.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.
- 4.6 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

4.7 Alternative Dispute Resolution. The Parties shall attempt to resolve disputes arising under this Agreement in a fair and reasonable manner by discussions among their respective Authorized Representatives. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

4.7.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

4.7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

4.7.3 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.

4.7.4 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.

4.7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

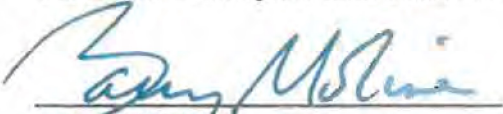
4.7.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

4.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, the Participants are not third party beneficiaries.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association


BARRY MOLINE
Executive Director

Northern California Power Agency


RANDY S. HOWARD
General Manager

Approved as to form:


General Counsel

Southern California Public Power Authority


MICHAEL WEBSTER
Executive Director

Approved as to form:


~~General Counsel~~ Senior Assistant General Counsel