

**Power & Water Resources Pooling Authority
Resolution 23-12-18**

**AMENDMENT 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH ACES, LLC**

The Power and Water Resources Pooling Authority (“PWRPA”) provides electric service to its customers, known as “Project Participants,” under terms and conditions specified in the Aggregation Services Agreement; and

WHEREAS, the Alliance for Cooperative Energy Services Power Marketing LLC (“ACES”), is currently providing services to PWRPA under a three-year fixed-fee professional services agreement (“PSA”) expiring on December 31, 2024; and

WHEREAS, PSA Section 1.2 provides that the PSA term shall continue for additional one (1) year terms unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the then current term; and

WHEREAS, no later than June 2023, the General Manager began negotiations with ACES regarding a revised scope of needed services for 2024; and


WHEREAS, ACES presented an amendment having a revised scope of work to include: (a) expanded portfolio management for existing and new generation resources; and (b) an increased annual rate reflecting additional labor hours and inflation adjustments since 2021.

NOW, THEREFORE, BE IT RESOLVED that the Pooling Authority Board of Directors hereby:


1. Authorizes the Chair, or his designee, to execute and implement Amendment 1 to the professional services agreement with ACES according to the rates, terms, and conditions substantially similar to those set forth in Exhibit A.

PASSED AND ADOPTED by the PWRPA Board of Directors this 6th day of December 2023, by the following vote on roll call:

AYES	Arvin-Edison WSD, Banta Carbona ID, Byron Bethany ID, Cawelo Water District, Glenn-Colusa ID, James ID, Lower Tule River ID, Princeton/Provident ID, RD 108, Santa Clara Valley WD, Sonoma County Water Agency, West Stanislaus ID, Westlands Water District, Zone 7 WA (93.7% Voting Shares)
NOES	None
ABSENT	Santa Clara Valley WD (6.3% Voting Shares)



David Weisenberger
Chairman



Attest by: Bruce McLaughlin
Secretary

**ATTACHMENT A
to
RESOLUTION 23-12-18**

Amendment to the Exhibit A
“Amendment No. 1”

This Amendment No. 1 (“Amendment”) entered into this 1st day of November 2023 (the “Effective Date”) is by and between Alliance for Cooperative Energy Services Power Marketing LLC (“ACES”) and the Power and Water Resources Pooling Authority (“PWRPA” or “Customer”), each individually a “Party” or collectively the “Parties.” This Amendment amends that certain Exhibit A of the Service Agreement dated January 1, 2021 (“Agreement”) as amended, between the Parties and further amends that agreement as follows:

I. Services: Exhibit A of the Agreement dated January 1, 2021 is hereby amended as follows:

A. Section II. Portfolio Strategy and Management, B. Short-term Portfolio Management, 1) Portfolio Management (Intraday to 4 months), Management of Portfolio Assets: This section is hereby deleted and replaced after the heading in its entirety with the following:

- WAPA (Western) Base Resource and Displacement
- Lodi Energy Center
- Sonoma County Warm Springs Hydro
- Shell Call/Put Option
- Slate Battery Storage Project
- Lower Tule River Hydro Project
- Load Scheduling in CAISO
- Future Assets based upon changes to Customer’s portfolio (such changes may require revisiting the scope of services and will be determined on a case-by-case basis)

B. Section V. Customer Annual Service Fees is amended to add to the end of the Annual Customer Service Fees paragraph the following:

Beginning January 1, 2024 through and including December 31, 2024, Customer shall pay ACES annual fees in the amount of Three Hundred Ninety Five Thousand Dollars (\$395,000), which shall be due and payable in equal monthly installments of Thirty Two Thousand Nine Hundred Sixteen Dollars and Sixty Seven Cents (\$32,916.67) (“Annual Customer Service Fees”). Each monthly installment shall be due and payable in advance on the first business day of the month. Thereafter, Annual Customer Service Fees shall increase by four percent (4%) annually, beginning January 1, 2025.

II. Term: The Term of this Amendment shall commence upon execution and shall run concurrent with the Term of the Agreement.

III. All other terms and conditions of the Agreement and Exhibit A, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first written above.

**ALLIANCE FOR COOPERATIVE
ENERGY SERVICES POWER
MARKETING LLC**

By: Michael Thomas Steffes

Name: Michael Thomas Steffes

Title: President & CEO

**POWER AND WATER RESOURCES
POOLING AUTHORITY**

By: 

Name: Bruce McLaughlin

Title: General Manager