



## City of Needles, California Request for Council Action

☒ CITY COUNCIL/NPUA ☐ BOARD OF PUBLIC UTILITIES ☒ Regular  
☐ Special

**Meeting Date:** August 8, 2023

**Title:** Western Area Power Administration (WAPA) Agreement 87-BCA-10098, Exhibit A-1, Revision No. 11

**Background:** This exhibit provides for the revision to the Parker-Davis Project allocation as follows;

Season:	Total Firm Energy (kWh):
Winter	6,708,856
Summer	17,678,705
Total	24,387,561

The previous allocation was;

Season:	Total Firm Energy (kWh):
Winter	6,708,856
Summer	17,678,705
Total	24,387,561

No change in total allotment. The Board of Public Utilities approved the recommended action on August 1, 2023.

**Environmental Impact:** None

**Fiscal Impact:** None

**Recommended Action:** Authorize the City Manager to execute agreement number 8-BCA-10098, Exhibit A-1, Revision No. 11

**Submitted By:** Rainie Torrance, Assistant Utility Manager

**City Management Review:** Rainie Torrance **Date:** 8/3/2023

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>7</u>			



**Department of Energy**  
Western Area Power Administration  
Desert Southwest Customer Service Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

July 21, 2023

**ELECTRONIC DELIVERY**

Mr. Rick Daniels  
City Manager  
City of Needles  
Needles Public Utilities Authority  
817 Third Street  
Needles, CA 92363

Dear Mr. Daniels:

Enclosed for signature is Exhibit A-1, Revision No. 11 (Exhibit A-1), to Contract No. 87-BCA-10098, as amended, between the City of Needles (Contractor) and Western Area Power Administration (WAPA). Exhibit A-1 provides for a revision to Parker-Davis Project (P-DP) allocation as a result of Contractor's participation in the P-DP Resource Integration Exchange Program for Fiscal Year 2024.

Please provide acceptance of Exhibit A-1 by having an authorized representative sign Exhibit A-1 by handwritten signature or digital signature by using only Adobe Sign, Adobe E-Sign or DocuSign that provides a certificate-based identification to authenticate the signer's identity and binds each signature to the document with encryption. Return the signed Exhibit A-1 as soon as possible using one (1) of the following options:

1. Digital Signature - email Exhibit A-1 to [rwood@wapa.gov](mailto:rwood@wapa.gov)
2. Handwritten Signature - email scanned Exhibit A-1 to [rwood@wapa.gov](mailto:rwood@wapa.gov) and mail two (2) originals to one (1) of the following addresses:

**If by Postal Service:**

Western Area Power Administration  
Desert Southwest Regional Office  
ATTN: G6215 (Wood)  
P.O. Box 6457  
Phoenix, AZ 85005-6457

**If by Overnight Delivery:**

Western Area Power Administration  
Desert Southwest Regional Office  
ATTN: G6215 (Wood)  
615 South 43rd Avenue  
Phoenix, AZ 85009

If Exhibit A-1 is signed by handwritten signature, provide an attestation on the signature page and affix your corporate seal. If a seal is not available, then provide a signed letter of authorization from the Corporate Secretary, or any applicable certificates, resolutions, or minutes to indicate the signatory is duly authorized to commit Contractor to the terms of Exhibit A-1. If digitally signed, provide the applicable certificates, resolutions, or minutes.

Do not date Exhibit A-1 on page 1. WAPA will review Exhibit A-1 upon receipt and, if satisfactory, will date and execute Exhibit A-1. One (1) executed and dated original Exhibit A-1 will be returned to you digitally signed by WAPA.

Questions related to these P-DP energy allocations should be directed to Mr. Xavier Gonzalez at (602) 605-2678 and contractual issues should be directed to Mr. Rashaun Wood at (602) 605-2996.

Sincerely,

**Trent E.  
Nunn**

Digitally signed by Trent  
E. Nunn  
Date: 2023.07.21  
11:40:04 -07'00'

Trent Nunn  
Acting Vice President of Power Marketing  
for Desert Southwest Region

Enclosure

**MONTHLY DELIVERY OBLIGATIONS**

1. This Exhibit A-1, Revision No. 11 (Exhibit A-1) made this \_\_\_\_ day of \_\_\_\_\_, 2023, to be effective under and as part of Contract No. 87-BCA-10098, as amended (Contract), shall become effective October 1, 2023, and supersedes Exhibit A-1, Revision No. 10, dated November 1, 2022. This Exhibit A-1 shall remain in effect until superseded by another Exhibit A-1; provided, this Exhibit A-1, or any superseding Exhibit A-1, shall terminate upon expiration of the Contract.

2. **CONTRACT RATE OF DELIVERY (CROD):**

- 2.1 The seasonal CROD for Parker-Davis Project (P-DP) withdrawable and nonwithdrawable firm capacity in kilowatts (kW) shall be as follows:

Season	Nonwithdrawable Firm Capacity (kW)	Withdrawable Firm Capacity (kW)	Total Firm Capacity (kW)
Winter	4,038	0	4,038
Summer	5,065	0	5,065

- 2.2 The seasonal CROD for P-DP withdrawable and nonwithdrawable firm capacity in kW at the Point(s) of Delivery designated in Exhibit B shall be:

2.2.1 Winter Season:

Point(s) of Delivery	Voltage(s) (kV)	Kilowatt(s) (kW)
No Name Substation	69	4,038
<b>Winter Season Total</b>		<b><u>4,038</u></b>

2.2.2 Summer Season:

Point(s) of Delivery	Voltage(s) (kV)	Kilowatt(s) (kW)
No Name Substation	69	5,065
<b>Summer Season Total</b>		<b><u>5,065</u></b>

3. **ENERGY:**

- 3.1 From October 1, 2023, until September 30, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kilowatt-hours (kWh) shall be as follows:

Season	Nonwithdrawable Firm Energy (kWh)	Withdrawable Firm Energy (kWh)	Total Firm Energy (kWh)
Winter <sup>1</sup>	6,708,856	0	6,708,856
Summer <sup>1</sup>	17,678,705	0	17,678,705
<b>Annual Firm Energy Total</b>			<b><u>24,387,561</u></b>

3.2 From October 1, 2023, until September 30, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kWh will be delivered pursuant to the Contract at each point(s) of delivery designated in Exhibit B in the quantities listed below as the Monthly Energy applicable to that billing period.

3.2.1 **Winter Season Energy (October - February):**

<u>Month</u>	<u>Monthly Energy (kWh)</u>
October	1,374,295
November	1,330,137
December	1,380,290
January	1,379,278
February	<u>1,244,856</u>
<b>Winter Season Total</b>	<b><u>6,708,856</u></b>

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<sup>1</sup> Western Area Power Administration (WAPA)'s seasonal energy obligations to the City of Needles will reflect the same ratio of energy to capacity specified in the Conformed Criteria (49 FR 50587, December 28, 1984).

3.2.2 Summer Season Energy (March - September):

<u>Month</u>	<u>Monthly Energy (kWh)</u>
March	2,563,000
April	2,475,000
May	2,563,000
June	2,475,000
July	2,563,000
August	2,563,000
September	<u>2,476,705</u>
<b>Summer Season Total</b>	<b>17,678,705</b>

3.2.3 Annual Energy Total: **24,387,561**

- 3.3 Beginning October 1, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kWh shall be as follows:

<b>Season</b>	<b>Nonwithdrawable Firm Energy (kWh)</b>	<b>Withdrawable Firm Energy (kWh)</b>	<b>Total Firm Energy (kWh)</b>
Winter <sup>2</sup>	6,708,856	0	6,708,856
Summer <sup>2</sup>	17,678,705	0	17,678,705
<b>Annual Firm Energy Total</b>			<u><b>24,387,561</b></u>

- 3.4 Beginning October 1, 2024, the Seasonal Energy obligations for P-DP withdrawable and nonwithdrawable firm energy in kWh will be delivered

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<sup>2</sup> WAPA's seasonal energy obligations to the City of Needles will reflect the same ratio of energy to capacity specified in the Conformed Criteria (49 FR 50587, December 28, 1984).

pursuant to the Contract at each point(s) of delivery designated in Exhibit B in the quantities listed below as the Monthly Energy applicable to that billing period.

**3.4.1 Winter Season Energy (October - February):**

<u>Month</u>	<u>Monthly Energy (kWh)</u>
October	1,377,000
November	1,333,000
December	1,377,000
January	1,377,000
February	<u>1,244,856</u>
<b>Winter Season Total</b>	<b><u>6,708,856</u></b>

**3.4.2 Summer Season Energy (March - September):**

<u>Month</u>	<u>Monthly Energy (kWh)</u>
March	2,563,000
April	2,475,000
May	2,563,000
June	2,475,000
July	2,563,000
August	2,563,000
September	<u>2,476,705</u>
<b>Summer Season Total</b>	<b><u>17,678,705</u></b>

**3.4.3 Annual Energy Total: 24,387,561**

4. The following terms, when used in the Contract or Exhibits, shall have the meaning specified:

- 4.1 **NERC Holidays**: Holidays observed by the North American Electric Reliability Corporation (NERC). These days are normally New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless



otherwise determined by NERC. Any exception to the above-listed days shall be identified in an attachment to this Exhibit A-1.

- 4.2 **Off-Peak Hours**: All day on Sunday and NERC Holidays and the following hours on Monday through Saturday:

4.2.1 The hour ending 2300 through the hour ending 0600 Pacific Daylight  
Time during the period designated as daylight-saving time as observed by  
NERC.

4.2.2 The hour ending 2300 through the hour ending 0600 Pacific Standard  
Time during the period designated standard time as observed by NERC.

- 4.3 **On-Peak Hours**: All other times.

5. This Exhibit A-1 may be modified in accordance with Section 17 of the Contract.
6. This Exhibit A-1 may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit A-1 may be detached from any counterpart of this Exhibit A-1 without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit A-1 identical in form hereto, by having attached to it one (1) or more signature pages.
7. The Parties agree that this Exhibit A-1 may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign pursuant to Section 8, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. Each individual signing this Exhibit A-1 certifies that the Party represented has duly authorized such individual to execute this Exhibit A-1 that binds and obligates the Party. The Parties have caused this Exhibit A-1, Revision No. 11, to Contract No. 87-BCA-10098, as amended, to be effective in accordance with Section 1, herein.

THE UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_  
Jack D. Murray  
Title \_\_\_\_\_  
Senior Vice President and  
\_\_\_\_\_  
Desert Southwest Regional Manager  
Address \_\_\_\_\_  
P.O. Box 6457  
\_\_\_\_\_  
Phoenix, AZ 85005-6457

SEAL

CITY OF NEEDLES

Attest:

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Rick Daniels  
Title \_\_\_\_\_  
City Manager  
Address \_\_\_\_\_  
Needles Public Utilities Authority  
\_\_\_\_\_  
817 Third Street  
\_\_\_\_\_  
Needles, CA 92363