

EXECUTION COPY

WHOLESALE POWER SALES AGREEMENT

BETWEEN

CITY OF LOS ANGELES ACTING BY AND THROUGH
THE LOS ANGELES DEPARTMENT OF WATER AND POWER

AND

OVERTON POWER DISTRICT #5

DATED AS OF _____, 2018

DWP No. BP 16-025

WHOLESALE ELECTRIC SERVICE AGREEMENT BETWEEN
CITY OF LOS ANGELES ACTING BY AND THROUGH
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
OVERTON POWER DISTRICT #5

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1. Agreement and Parties

This Wholesale Electric Service Agreement ("Agreement") is by and between Overton Power District #5, a non-profit special improvement district of the State of Nevada ("OPD" or "Buyer"), and the City of Los Angeles, acting by and through its Department of Water and Power, a municipal corporation of the State of California ("LADWP" or "Seller") (each separately a "Party" and together the "Parties").

2. Background and Intent

- 2.1. OPD desires to purchase Wholesale Electric Service from LADWP for OPD's customer that owns the 250 MW Moapa solar powered generating facility ("Project" or "Customer's Project") in OPD's electric service territory. Under this Agreement, LADWP's intent is that the Wholesale Electric Service provided to OPD shall only be from LADWP's system and will provide power to the Customer's Project's inverters and station service. It shall not be used to serve any electric load outside of the Project. The Project's load is estimated to be 1.5 MW.

3. Terms and Conditions of Agreement

In consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows:

4. Definitions

All terms used herein with initial capitalization, whether in the singular or the plural, shall have the meanings set forth in this Section 4:

- 4.1. "Authorized Representative" means the representative of a Party designated in accordance with Section 10.
- 4.2. "Revenue Meter" means a component of the power revenue meter located at the Point of Delivery that measures energy flow to the Project.
- 4.3. "Bankruptcy" means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Party and, if such case, action or proceeding is not commenced by such Party, such case or proceeding shall be consented to or acquiesced in by such Party or shall result in an order for relief or shall remain undismissed for sixty (60) days.
- 4.4. "Billing Period" has the meaning set forth in Section 7.1.
- 4.5. "Billing Rate" means the rate charged by LADWP for Wholesale Electric Service to OPD under this Agreement according to the provisions of Section 7.3.
- 4.6. "Business Day" means any calendar day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California.
- 4.7. "Commencement Date" has the meaning set forth in Section 6.

- 4.8. "Default" has the meaning set forth in Section 11.
- 4.9. "Effective Date" has the meaning set forth in Section 5.
- 4.10. "Point of Delivery" or "POD" shall have the same meaning as defined in the PPA and is the same as the point of interconnection for the Project.
- 4.11. "Power Purchase Agreement" or "PPA" means the Power Purchase Agreement (DWP Agreement No. BP 12-017) between Moapa Southern Paiute Solar, LLC (f/k/a K Road Moapa Solar LLC) and LADWP.
- 4.12. "Wholesale Electric Service" means the electric energy, reactive power and capacity sold at wholesale from LADWP to OPD and required by Customer, including all transmission services and ancillary services required to deliver Wholesale Electric Service to the Point of Delivery.

5. Effective Date, Term, and Termination

- 5.1. **Effective Date.** Once this Agreement is fully executed by both Parties, these terms shall be retroactively applicable as of the date of Facility Commercial Operation as defined in Article 1.1 of the PPA ("Effective Date"). The Parties recognize and agree that execution of this Agreement will not take place prior to the Moapa Project's Facility Commercial Operation Date, and also will not occur on the same date due to internal approval processes of each of the Parties respectively.
- 5.2. **Term.** This Agreement shall have a term of twenty-five (25) years beginning on the Effective Date or through December 31, 2041, whichever is later, unless terminated sooner as provided herein.
- 5.3. **Termination.** Either Party shall have the right to terminate this Agreement for either of the following conditions:
- 5.3.1. The Non-Defaulting Party may terminate this Agreement as set forth in Section 12.
- 5.3.2. LADWP may terminate the Agreement immediately should the Public Utilities Commission of Nevada (PUCN) or a court of competent jurisdiction declare that LADWP is a utility in Nevada by virtue of services provided under this Agreement.
- 5.3.3. OPD may terminate the Agreement immediately should the California Public Utilities Commission or a court of competent jurisdiction declare that OPD is a utility in California by virtue of services provided under this Agreement
- 5.3.4. For any reason with a one (1) year advance written notice to the other Party; or
- 5.3.5. LADWP may terminate the Agreement due to OPD Default, as set forth in Subsection 11.1.
- 5.3.6. OPD may terminate this Agreement immediately should the Federal Energy Regulatory Commission (FERC) or North American Reliability Corporation (NERC) or a court of competent jurisdiction declares OPD a Transmission Owner (TO) or assigns OPD regulatory and reporting requirements as a TO.

5.4. The Agreement may also terminate by mutual written consent of the Parties.

6. Wholesale Electric Service to OPD

6.1. Commencement Date The commencement date for the delivery of Wholesale Electric Service (the "Commencement Date") is the same date as the Effective Date.

6.2. Beginning with the Commencement Date, LADWP shall deliver Wholesale Electric Service to OPD, subject to the following conditions:

6.2.1. Revenue Metering, as specified by LADWP, has been paid for and installed by OPD's customer at the Customer's Project.

6.2.2. The Revenue Meter installed shall be acceptable in design, construction, and accuracy to LADWP.

6.3. LADWP shall only be obligated to provide Wholesale Electrical Service to OPD at the POD to supply power to the Customer's Project's inverters and station service. The electric service shall not serve any electric load outside of the Project and the Project load shall be limited to no more than 2 MW.

7. Wholesale Electric Service Accounting

7.1. The Authorized Representative of LADWP shall furnish data from the sum total of the Backfeed Revenue Meters M4 and M5 (as shown in Attachment B), to the Authorized Representative of OPD specifying the amounts of energy in megawatt-hours (MWh), delivered for each calendar month period (each, a "Billing Period"), commencing at the end of the first (1st) calendar month following the Commencement Date. Such amounts shall be provided to the Authorized Representative of OPD within thirty (30) days of the end of each Billing Period.

7.2. OPD shall pay LADWP for the Wholesale Electric Service using the amounts calculated and reported by LADWP pursuant to Section 7.1 and the Billing Rate established pursuant to Section 7.3.

7.3. The applicable "Billing Rate" shall be the Billing Rate set forth in Attachment A and shall be used to set the price for Wholesale Electric Service following the Commencement Date. The Platt's SoCal City-Gate Gas Monthly Average Price and the GHG emission factor are subject to change monthly based on current pricing.

7.4. LADWP shall render an invoice to OPD for Wholesale Electric Service and delivered to OPD under this Agreement within thirty (30) days of the end of the applicable Billing Period, and OPD shall pay for Wholesale Electric Service no later than thirty (30) calendar days of receipt of such invoice ("Due Date").

7.5. Amounts invoiced pursuant to Section 7.4 and unpaid by OPD by said Due Date shall thereafter accrue interest at the rate of ten percent (10%) per annum prorated by days.

7.6. Each Party shall submit invoices and payments to the other Party at the addresses provided in Notices, Section 14, unless changed by written notice.

8. Force Majeure

Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay expenses and costs in accordance with Sections 6 and 7) if failure of performance shall be due to a Force Majeure. The term "Force Majeure" shall mean any cause beyond the reasonable control of the Party affected including, but not limited to, failure of facilities outside of the control of the parties, flood, earthquake, storm, drought, fire, pestilence, lightning, and other natural catastrophes, cyber risk, epidemic, war, riot, terrorism, civil disturbance or disobedience, strike, sabotage, labor dispute, labor or material shortage, shortage of supply, curtailment, restraints by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it has been unable to overcome. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any obligation under this Agreement by reason of any Force Majeure shall exercise due diligence to remove any such inability with all reasonable dispatch.

8.1 Notice of Event. The affected Party shall provide notice to the unaffected Party within 10 days of the event giving rise to activating protection under this section.

8.2 Period to Cure/Duration. Said notice shall indicate the anticipated duration of the inability to perform and the affected Party shall be provided a period to cure or recover from the event subject to acceptance by the unaffected Party.

8.3 Right to Terminate. The unaffected Party may elect to terminate this Agreement by providing 30 days written notice to the affected Party due to the duration, impact, or content in the written notice of the event as provided in Section 8.2.

9. Regulatory Authority

- 9.1. Nothing contained herein shall be construed to mean that the LADWP consents to an exercise of jurisdiction by the PUCN, FERC, or any other regulatory authority.
- 9.2. By virtue of entering into this Agreement, the OPD does not gain ownership of any transmission lines and facilities or the responsibilities associated with ownership of transmission lines and facilities. In consideration of these facts, it shall not be construed that OPD consents to accept FERC and NERC reporting or regulatory requirements as a TO.
- 9.3. Nothing contained herein shall be construed to mean that OPD consents to an exercise of jurisdiction by the California Public Utilities Commission or any other State or Federal regulatory authority, except those bodies that exercise jurisdiction over OPD as of the Effective Date.

10. Authorized Representative

The following person(s) are authorized to act on behalf of their respective Party in the implementation of the Agreement and with respect to those matters contained herein which are the functions and responsibilities of the Authorized Representative. Either Party may at any time change its Authorized Representative by written notice to the other Party.

For OPD:

Overton Power District #5
General Manager
(or any successor thereto)
P.O. Box 395
615 N. MV. Blvd.
Overton, Nevada 89040-0395
email address: coop@opd5.com

Overton Power District #5
Manager of Engineering (or any successor thereto)
P.O. Box 395
615 N. MV. Blvd
Overton, Nevada 89040-0395
email address: jjensen@opd5.com

For LADWP:

City of Los Angeles by and through
The Department of Water and Power
c/o Manager of Transmission Contracts
(or any successor thereto)
P.O. Box 51111, Room 1246
Los Angeles, California 90051-0100
Email address: Jan.Lukjaniec@ladwp.com

11. Default

Each of the following events or circumstances shall constitute a **“Default”** by the responsible Party(the **“Defaulting Party”**):

11.1. Buyer Non-Payment or Performance Default.

Failure by Buyer to make any payment or perform any of its other duties or obligations under this Agreement when as due which is not cured within sixty (60) calendar days after receipt of notice thereof from the Seller.

11.2. Seller Performance Default

Failure by Seller to perform any of its duties or obligations under this Agreement when and as due which is not cured within ninety (90) calendar days after receipt of notice thereof from the Buyer.

11.3. Buyer Bankruptcy

Bankruptcy of Buyer.

11.4. Seller Bankruptcy

Bankruptcy of Seller.

11.5. Default Remedy

11.5.1. If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may continue to provide services pursuant to its obligations under this Agreement. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

11.5.2. Except as expressly limited by this Agreement, if a Default has occurred and is continuing and the Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity, including the right to terminate this Agreement pursuant to Section 12. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

12. Termination for Default

If Default occurs, the Party that is not the Defaulting Party (the "**Non-Defaulting Party**") may, for so long as the Default is continuing and without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice ("**Termination Notice**") to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) ("**Early Termination Date**") on which this Agreement shall terminate.

13. Disputes

13.1. In the event OPD desires to dispute all or any portion of any invoice submitted by LADWP, it shall nevertheless pay the full amount of the invoice when due and shall give notice in writing to LADWP in accordance with Section 13.2. LADWP shall not be required to adjust any bill submitted by LADWP or otherwise pay OPD such disputed amount unless such disputed amount has been brought to the attention of LADWP within the time and in the manner herein specified. Commencing on the date of OPD's payment to LADWP of a disputed amount, such amount that is later returned to OPD shall accrue interest at the rate of ten percent (10%) per annum prorated by days.

13.2. In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (a "**Dispute**"), either Party (the "**Notifying Party**") may deliver to the other Party (the "**Recipient Party**") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "**Dispute Notice**"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

13.2.1. The Recipient Party shall within ten (ten) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as

they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

13.2.2. In the event a Dispute is not resolved pursuant to the procedures set forth in Subsection 13.2 by the expiration of the thirty (30) day period set forth in Subsection 13.2.1, then either Party may pursue any legal remedy available to it in accordance with the Governing Law and Venue provisions, Sections 15.5 and 15.6, of this Agreement.

14. Notices

Any notice, invoice, demand, or request provided in this Agreement, or served, given, or made in connection with it shall be in writing and shall be deemed properly served, given, or made if delivered in person (personal delivery) or sent by United States mail, postage prepaid, to the person specified herein, unless otherwise provided in this Agreement:

LADWP:

Notices:

City of Los Angeles by and through
The Department of Water and Power
c/o Manager of Transmission Contracts (or any successor thereto)
P.O. Box 51111, Room 1246
Los Angeles, California 90051-0100

Invoices:

City of Los Angeles by and through
The Department of Water and Power
c/o Manager of Transmission Contracts
(or any successor thereto)
P.O. Box 51111, Room 1246
Los Angeles, California 90051-0100

OPD:

Notices:

Overton Power District #5
c/o Manager of Engineering (or any successor thereto)
P.O. Box 395
615 N. MV. Blvd.
Overton, Nevada 89040-0390

Invoices:

Overton Power District #5
Accounts Payable
P.O. Box 395

615 N. MV. Blvd.
Overton, Nevada 89040-0395

Either Party may at any time, by notice to the other Party, change the designated or address of the person so specified as the one to receive notices pursuant to this Agreement.

15. Miscellaneous Provisions

15.1. Relationship of Parties

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.

15.2. No Third-Party Rights

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

15.3. Waivers

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

15.4. No Dedication of Facilities

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

15.5. Governing Law

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California without regard to conflict of law principles.

15.6. Venue

All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

15.7. Entire Agreement

This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. This Agreement (including all Attachments) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

15.8. Successors and Assigns

This Agreement will be binding upon, and inure to the benefit of the Parties respective successor and assigns. Neither Party may assign this Agreement or delegate its obligations hereunder without the other Party's prior written consent.

15.9. Amendments

This Agreement may be amended or modified only by an instrument in writing signed by each Party.

15.10. Counterparts

This Agreement may be executed in two (2) or more counterparts each of which is an original and all of which taken together constitute one and the same instrument.

15.11. Survival. All of Buyer's payment obligations shall survive termination of this Agreement for 10 years.

15.12. Attorney Fees & Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.

15.13. Limitation of Liability. Neither Party shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or non-performance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence), strict liability, or any other theory at law or in equity.

15.14. CPRA. Buyer acknowledges that Seller, as a California municipal corporation, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et. seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et. seq. ("Brown Act"). Any information of Buyer provided to Seller pursuant to this Agreement will become the property of Seller and Buyer acknowledges that Seller shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Seller's copying or releasing to a third party any Buyer information pursuant to the CPRA or Brown Act.

- 15.15. Power Revenue Fund. Any amounts payable by Seller under this Agreement, if any, shall be payable solely from the Seller's Power Revenue Fund. No other fund or account held by or on behalf of Seller (or any other department or division thereof) may be used to satisfy any such obligations.
- 15.16. Taxes. Buyer shall be responsible for and shall timely pay any and all federal, state and local taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to this Agreement, if any, or any other assets of Buyer, the sale or use of energy up to and at the Point of Delivery and all Taxes related to Buyer's income.
- 15.17. Mobile Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm's-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of Energy under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term.

Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor shall they support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties.

The Parties also agree that, absent prior agreement in writing by both Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this section is unenforceable or ineffective as to such Party), a non-Party or the FERC acting sua sponte, shall be the "public interest" application of the "just and reasonable" standard of review that requires FERC to find an "unequivocal public necessity" or "extraordinary circumstances where the public will be severely harmed" to modify a contract, as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 at 550-51 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Comm'n*, 558 U.S. 165 (2010).

- 15.18. Taxpayer Identification Number (TIN). Buyer declares that its authorized TIN is 88 6001194. No payment will be made under this Agreement without a valid TIN number.
- 15.19. **Iran Contracting Act of 2010.** In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit, attached to Attachment C.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written

Overton Power District #5, a non-profit special improvement district of the State of Nevada

Date: 11/18/16

By: 

Name: Mendis Cooper

Title: General Manager, Overton Power District #5

BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Date: _____

By: _____

DAVID H. WRIGHT
GENERAL MANAGER

And: _____

BARBARA E. MOSCHOS
Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

AUG 17 2017

BY: 
JEAN-CLAUDE BERTET
DEPUTY CITY ATTORNEY

ATTACHMENT A

Billing Rate. LADWP will use the following formula to determine the monthly billing rate for the respective billing period:

$$\begin{aligned} \text{Energy Rate (\$/MWh)} &= ((\text{LADWP Avg. System CT Heat Rate} * (\text{SoCal City Gate Monthly Gas Price} + \\ &\quad \text{Current SoCal Gas Interstate Rate} + \text{Current Surcharge Rate}) + (0.54 * \text{Current} \\ &\quad \text{CA GHG Auction Settlement Price})) * (1 + \text{Current Transmission Losses})) * (1 + \\ &\quad \text{Current City Transfer Rate}) \\ &= ((10 \times (2.71 + 0.13 + 0.26) + (0.54 \times 12.73)) \times (1.0) \times (1 + .08)) \\ &= \underline{\underline{\$40.90/\text{MWh}}} \end{aligned}$$

Where,

LADWP Avg. System CT Heat Rate = 10 MMBtu/MWh. This number is for the life of the contract.

SoCal City Gate Monthly Gas Price = \$2.71 MMBtu/MWh, changes monthly.

Current SoCal Gas Interstate Rate = \$0.13 MMBtu/MWh, can change every 2 years.

Current Surcharge Rate = \$0.26 MMBtu/Mwh, can change every 2 years.

Current CA GHG Auction Settlement Price = \$12.73/MWh, changes quarterly.

Current Transmission Losses = \$0, could change if energy is delivered from LA System to Mead.

Current City Transfer Rate = 8%, could change in the future.

The .054 value is calculated by the following equation:

$$WCO_2 = \frac{F_c * H * U_f * MWCO_2}{2000}$$

Where

- WCO_2 = CO2 emitted from combustion (tons/hour);
- $MWCO_2$ = Molecular weight of carbon dioxide (44.0 lb/lb-mole);
- F_c = Carbon-based F-factor (changes every month)
- H = Hourly heat input (MMBtu); (get this from ABC coefficients);
- U_f = 1/385 scf CO2/lb-mole at 14.7 psia and 68 degrees Fahrenheit.

The 0.54 value (this value will change monthly based on F_c) is calculated from the following equation:

$$WCO_2 \times \text{Unit Heat Rate} = 0.054 \times 10 = 0.54$$

Monthly Billing for Wholesale Electric Service

The monthly billing will be calculated using the Revenue meter data (MWh) for the billing period, as established in Section 7.1, multiplied by the \$/MWh rate established above. The factors used in determining the rate may be updated monthly in accordance with Section 7.3.

$$\text{Monthly Billing} = \text{Monthly Revenue Meter Data (MWh)} \times \text{\$/MWh}$$

Sample Calculation of Monthly Bill:

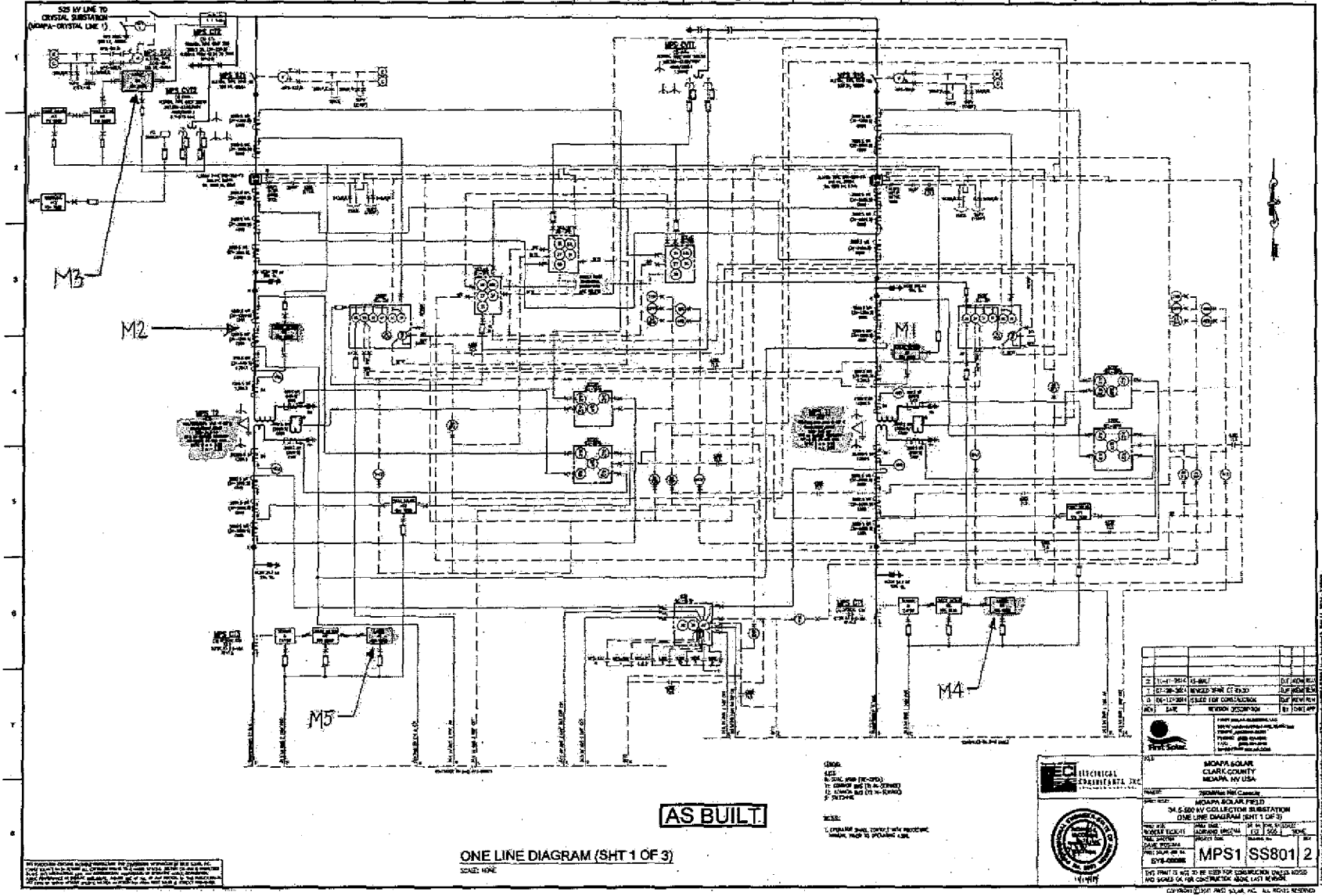
Meter Read (Actual): 350 MWh

$$\text{Monthly Billing} = 350 \text{ MWh} \times \$40.90/\text{MWh} = \$14,315$$

ATTACHMENT B

ONE LINE METERING DIAGRAM FOR MOAPA SOLAR FACILITY

ATTACHMENT B



Attachment C

IRAN CONTRACTING ACT OF 2010 COMPLIANCE
AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

- 1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
- 1. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall complete and sign **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Name of Bidder/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Bidder/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)