

CONFIDENTIAL AND PROPRIETARY

**AMENDMENT NO. 3 TO
RESOURCE MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
THE ENERGY AUTHORITY, INC.**

THIS AMENDMENT (hereinafter "Amendment"), effective as of September 22, 2025 ("Amendment Effective Date"), is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and The Energy Authority, Inc., a Georgia nonprofit corporation (hereinafter "Contractor"), both parties to the Resource Management Agreement dated December 3, 2013, as amended by Amendment No. 1 on January 18, 2023 and Amendment No. 2 on June 1, 2024 (hereinafter the "Agreement"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Agreement was for Contractor to provide resource management services on behalf of City Municipal Power Plant and was further amended January 18, 2023 and June 1, 2024 to add additional services (hereinafter "Scope of Services"); and

WHEREAS, the Agreement's Scope of Services was designated with task orders, specifically Task Order 1, Task Order 2, Task Order 3, and Task Order 4; the Agreement permitted subsequent amendment of the Scope of Services from time to time with additional Task Orders; and

WHEREAS, City and Contractor agree that an expansion of the Scope of Services is accomplished with Task Order 5, attached as **Attachment 3**; and

WHEREAS, the Parties wish to amend the Agreement to incorporate Task Order 5 as an addition to the Scope of Services pursuant to the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **General.** All terms and provisions of the Agreement, a copy of which is attached hereto as **Attachment 1** and the January 18, 2023 and June 1, 2024 Amendments which are attached as **Attachment 2** and made a part of this Amendment, will remain in full force and effect, except as amended in this Amendment. If there is conflict between this Amendment and Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. **Amendment.** The Agreement's Scope of Services is amended to include Task Order 5, attached hereto as **Attachment 3**, which is supplemental to and in addition to Task Orders 1, 2, 3, and 4.
3. **Confirmation of Agreement as Amended.** The Parties hereby adopt, ratify, and confirm the Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the Amendment Effective Date.

City of Columbia, Missouri

By: _____

Name: De'Carlton Seewood

Title: City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counsel

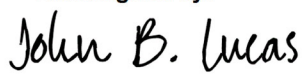
CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore. Account No. 17440923-504990

By:

Matthew Lue, Director of Finance

The Energy Authority, Inc.

DocuSigned by:

By: 
F6AFF2957FD84C7...

Name: John B. Lucas

Title: VP, Finance and CFO

**AMENDMENT NO. 2 TO
RESOURCE MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
THE ENERGY AUTHORITY, INC.**

THIS AMENDMENT (hereinafter "Amendment"), effective as of June 1, 2024 ("Amendment Effective Date"), is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and The Energy Authority, Inc., a Georgia nonprofit corporation (hereinafter "Contractor"), both parties to the Resource Management Agreement dated December 3, 2013, as amended by Amendment No. 1 on January 18, 2023 (hereinafter the "Agreement. City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Agreement was for Contractor to provide resource management services on behalf of City Municipal Power Plant and was further amended January 18, 2023 to add additional services (hereinafter "Scope of Services"); and

WHEREAS, the Agreement's Scope of Services was designated with task orders, specifically Task Order 1, Task Order 2, and Task Order 3; the Agreement permitted subsequent amendment of the Scope of Services from time to time with additional Task Orders; and

WHEREAS, City and Contractor agree that an expansion of the Scope of Services is accomplished with Task Order 4, attached as **Attachment 3**; and

WHEREAS, the Parties wish to amend the Agreement to incorporate Task Order 4 as an addition to the Scope of Services pursuant to the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **General.** All terms and provisions of the Agreement, a copy of which is attached hereto as **Attachment 1** and the January 18, 2023 Amendment which is attached as **Attachment 2** and made a part of this Amendment, will remain in full force and effect, except as amended in this Amendment. If there is conflict between this Amendment and Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. **Amendment.** The Agreement's Scope of Services is amended to include Task Order 4, attached hereto as **Attachment 3**, which is supplemental to and in addition to Task Orders 1, 2, and 3.
3. **Confirmation of Agreement as Amended.** The Parties hereby adopt, ratify, and confirm the Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the Amendment Effective Date.

CITY OF COLUMBIA, MISSOURI

By: _____

Name: De'Carlton Seewood



Title: City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

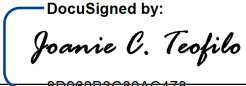
Nancy Thompson, City Counsel

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore. Account No. 17440923-504990

By:

Matthew Lue, Director of Finance

THE ENERGY AUTHORITY, INC.

By:  DocuSigned by:
Joanie C. Teofilo
8D960B3C80AC478...

Name: Joanie Teofilo

Title: President and CEO

**RESOURCE MANAGEMENT AGREEMENT
BETWEEN
THE ENERGY AUTHORITY, INC.
AND
CITY OF COLUMBIA, MISSOURI**

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EXHIBITS and ATTACHMENTS:

Task Order 1 – MISO Services, Bilateral Trading Services, and Risk Management Services

Task Order 2 – Natural Gas Services

Exhibit A – Definitions

Exhibit B – CMWL Resources

Exhibit C- CMWL Banking, Notices, and Contract Administrator Information

Exhibit D- TEA Banking, Notices, and Contract Administrator Information

This RESOURCE MANAGEMENT AGREEMENT (this "Agreement"), dated this 3rd day of ~~November~~ ^{December}, 2013, ("Effective Date") is made and entered into by and between THE ENERGY AUTHORITY, INC., ("TEA"), a Georgia nonprofit corporation all of the owners of which are instrumentalities of states or political subdivisions of states and the CITY OF COLUMBIA, MISSOURI ("CMWL"), a municipal corporation which owns and operates an electric generation, transmission and distribution utility known as Columbia, Missouri Water and Light Department. TEA and CMWL are sometimes referred to herein individually as a "Party," or collectively as the "Parties."

This Agreement terminates and replaces the Resource Management Agreement between TEA and CMWL dated November 16, 2004, in its entirety, including any prior amendments thereto.

1. Recitals

WHEREAS, CMWL operates its electric system primarily within the Midwest Independent Transmission System Operator, Inc. ("MISO") Energy and Operating Reserve Market; and

WHEREAS, CMWL, is seeking assistance with certain tasks pursuant to this Agreement; and

WHEREAS, TEA wishes to assist CMWL in managing such tasks subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

2. Scope of Work

Pursuant to the provisions of this Agreement, TEA shall provide the services to CMWL as described in task orders ("Task Order"), which shall be incorporated herein by reference. Task Order 1 - MISO Services, Bilateral Trading Services, and Risk Management Services ("Task Order 1"), and Task Order 2 – Natural Gas Services ("Task Order 2") attached hereto, are the first two Task Orders. The services provided pursuant to such Task Order and any additional services adopted by the Parties as an amendment to this Agreement, shall be the "Scope of Work."

3. Term and Effective Date

3.1 The term of this Agreement and Task Orders 1 and 2 is for a period of twelve (12) months from the Effective Date. At the completion of the first twelve (12) month term and each subsequent twelve (12) month term thereafter, this Agreement and Task Orders 1 and 2 shall automatically renew for an additional twelve (12) month term, unless terminated as provided in Section 4.

3.2 Except for Task Order 1 and Task Order 2, the provision of additional services, as defined in any additional Task Orders adopted by the Parties as an amendment to this

Agreement, may commence at any time after the Effective Date of this Agreement by execution of an amendment to this Agreement.

4. Termination

4.1 Either Party may terminate this Agreement and Task Order 1 by providing the other Party with a minimum of six (6) months advance written notice (the "Termination Notice Period") and provided further, that the termination effective date provided in a termination notice shall be selected to be the same date as a MISO commercial model change. Either Party may terminate Task Order 2 by providing the other Party with a minimum of six (6) months advance written notice.

4.2 During the Termination Notice Period, CMWL shall continue to make payment to TEA for the services provided consistent with the payment provisions set forth herein. During the Termination Notice Period, TEA shall perform its services in a manner reasonably calculated to effect such termination in an orderly manner and to protect the interests of the Parties consistent with the terms of this Agreement.

4.3 Except for Task Order 1, individual Task Orders for services hereof may have shorter terms and different termination provisions than this Agreement. Termination of Task Order 1 shall operate to terminate this Agreement. Termination of this Agreement shall operate to terminate any Task Order hereunder, notwithstanding any termination provisions to the contrary or in conflict with the terms of this paragraph that might be included in any such Task Order.

4.4 The Parties' rights to terminate this Agreement provided in this Section 4 are in addition to the Parties' rights to terminate this Agreement as provided in Sections 19, 30 and 34 hereof.

5. Compensation

5.1 Professional Services

The basis for and amount of compensation due TEA for the services (the "Compensation") shall be as stated in each Task Order.

5.2 Special or Unusual Expenses

Subject to CMWL's pre-approval of such expenses, CMWL shall reimburse TEA for special or unusual expenses incurred by TEA in connection with TEA's performance of services. TEA agrees to manage all such expenses in a prudent manner and provide CMWL with a reasonable accounting for all monthly out-of-pocket expenses billable to CMWL upon written request. Out-of-pocket expenses include, but are not limited to, printing, photocopying, postage, travel, business meals, telephone calls, messenger service, and other usual and customary business expenses.

Use of outside professional services billable to CMWL shall be subject to CMWL's prior authorization.

5.3 Taxes and Fees

Notwithstanding any terms or provisions in this Agreement or the Scope of Work to the contrary, CMWL shall be responsible for and shall reimburse TEA for any license, fees, or taxes, including without limitation, sales, use, property, excise, value added and gross receipts levied on the services or Trading Products provided under this Agreement, except taxes based on TEA's net income.

6. **Relationship of the Parties**

6.1 Independent Contractor

TEA shall perform the Scope of Work as an independent contractor and shall not be treated as an employee of CMWL for federal, state, or local tax purposes, workers' compensation purposes, or any other purpose. The Parties acknowledge and agree that nothing contained in this Agreement shall be deemed to create or constitute an employer-employee relationship, a partnership, or joint venture between the Parties.

6.2 Contract Administrators

CMWL and TEA shall each appoint a contract administrator that will be responsible for administering this Agreement (the "Contract Administrator"). The Contract Administrator for CMWL shall be as noted in Exhibit C and the Contract Administrator for TEA shall be as noted in Exhibit D. Either Party may change its respective Contract Administrator by giving written notice in advance to the other Party.

6.3 Cooperation of Parties

CMWL shall cooperate with TEA in effecting the Scope of Work and, as specified in the Scope of Work, shall make authorized personnel of CMWL available to TEA on reasonable notice and at reasonable times to assist in accomplishing the Scope of Work.

6.4 Non-Exclusive Relationship

6.4.1 CMWL hereby expressly acknowledges that part of the value of the services to be provided by TEA comes from TEA providing the same or similar services as contemplated under this Agreement to other entities. CMWL acknowledges that the expertise and business plan of TEA requires that it be able to represent multiple parties and that the services rendered thereby are and may be beneficial to CMWL.

6.4.2 Notwithstanding the nature of the Scope of Work, CMWL specifically acknowledges that TEA is not precluded from representing or performing similar or related services for, or being employed by, other persons, companies or organizations.

6.4.3 CMWL further acknowledges that TEA, from time-to-time, has established, or may establish, contractual relationships with both users of power resources and

generators or producers of such power resources. Notwithstanding the existence of such contractual relationships, CMWL desires the assistance of TEA as provided in this Agreement. CMWL specifically represents to TEA that the existence of such contractual relationships does not in and of itself create a conflict of interest unacceptable to CMWL.

6.4.4 The Parties specifically recognize and accept that there may be purchases and sales of power, natural gas and financial instruments between and among TEA clients, including CMWL, and that such transactions are the normal course of business in providing the services and that such transactions do not create any conflict of interest for TEA in carrying out its obligations pursuant to this Agreement.

6.4.5 Notwithstanding the foregoing provisions of this Section 6, CMWL shall not, during the term of this Agreement, (i) enter into any agreement or arrangement with any other entity for services that are identical to or similar in scope, object or purpose to the Scope of Work provided by TEA under this Agreement, (ii) make any sales or purchases of electric capacity or energy at wholesale, for a term of one year or less, except through TEA, or (iii) in the event services are provided pursuant to Task Order 2, make any sales or purchases of natural gas at wholesale, for a term of one year or less, except through TEA, for the period of time in which Task Order 2 is in effect.

6.5 Allocation of Trading Products

6.5.1 CMWL recognizes that from time to time the Trading Products (as defined below) that TEA purchases or sells for CMWL and other entities may require allocation of amounts available among all such entities including CMWL. Decisions by TEA to purchase Trading Products from CMWL and sell the same into the market, or to purchase Trading Products from the market and sell the same to CMWL, will be made on a non-discriminatory basis and will be based on the same methods and procedures used to purchase or sell Trading Products on behalf of TEA's other clients that hold agreements similar to this Agreement.

6.6 Provision of Trading Services utilizing TEA Trading Agreements

6.6.1 TEA shall provide trading services as agent for CMWL, unless, in accordance with a Scope of Work, TEA and CMWL agree that TEA shall provide trading services on behalf of CMWL as principal in the transaction, including, but not limited to, transacting as principal in the transaction with third parties for electricity products, or with a Regional Transmission Organization ("RTO"). In the event that TEA is providing trading services as principal, then TEA shall provide such trading services on behalf of CMWL utilizing TEA's trading agreements for electric power, natural gas, RTO services, and associated transmission, transportation and other related services ("Trading Products") between TEA and other counterparties. In performing such trading services, TEA will, on the terms and subject to the conditions set forth in this Agreement, be

entitled to enter into matching purchase or sale transactions with CMWL and third party transaction counterparties (“Transaction Counterparties”) under which TEA may purchase Trading Products from CMWL for resale to one or more Transaction Counterparties, or may purchase Trading Products from one or more Transaction Counterparties for resale to CMWL (any such transaction with a Transaction Counterparty, a “Matching Transaction”).

- 6.6.2 Notwithstanding any terms of this Agreement or the Scope of Work, nothing contained in this Agreement or the Scope of Work hereto shall be construed as requiring TEA to execute any transaction as principal in the transaction where such transaction or traded commodity or instrument is regulated under regulations promulgated pursuant to the “Dodd-Frank Act.”
- 6.6.3 Unless otherwise mutually agreed to by the Parties, any Trading Products purchase or sale transaction between TEA and CMWL under a Matching Transaction shall (i) be on the same terms and conditions (except as to quantity, billing and payment) as the terms and conditions of the applicable Matching Transaction between TEA and the applicable Transaction Counterparty; (ii) in the event that TEA purchases Trading Products on behalf of CMWL in a Matching Transaction, TEA shall resell such Trading Products to CMWL at the same price as TEA paid for such Trading Products, and CMWL shall pay TEA the amount payable by TEA to the Transaction Counterparty and the amounts payable to any third parties related to the purchase of Trading Products for resell to CMWL, including, but not limited to, transmission service charges, transmission loss payment costs, RTO fees and assessments, and the like, incurred by TEA (iii) in the event that TEA purchases Trading Products from CMWL for purposes of resale to a Transaction Counterparty under a Matching Transaction, TEA shall pay to CMWL the amount paid by the Transaction Counterparty to TEA less the amounts payable to any third parties related to the purchase of Trading Products from the CMWL for resale to a Transaction Counterparty, including, but not limited to, transmission service costs, transmission loss payment costs, Regional Transmission Organization fees and assessments, and the like, incurred by TEA.
- 6.6.4 Notwithstanding any other provision of this Section 6 to the contrary, if the Transaction Counterparty to a Matching Transaction is another TEA client for which TEA is providing trading services, the price of the transaction shall be set at market.
- 6.6.5 CMWL may be requested by TEA to provide credit enhancement to support CMWL-specific transactions executed by TEA as principle in the transaction. CMWL may, in its sole and exclusive discretion, decline to provide credit enhancement and in which case TEA will offer to execute the transactions as CMWL’s agent making CMWL principal to the transaction directly between CMWL and the counterparty and with the counterparty relying on CMWL’s credit. In the event that CMWL declines such a request for credit enhancement and TEA is unable to execute the transaction as agent as described in this section,

then TEA shall have no obligation to proceed with the transaction in regard to which the enhancement was requested.

- 6.6.6 If CMWL's credit in use approaches CMWL's credit limit as set by TEA, TEA will notify CMWL as soon as practicable to discuss alternatives and possible remedies to replenish CMWL's available credit. Although TEA shall be under no obligation to permit CMWL's credit in use to exceed its credit limit established by TEA, if CMWL's credit in use does exceed the credit limit established for CMWL by TEA, TEA will notify CMWL as soon as practicable and TEA and CMWL will cooperate to put remedies in place to reduce CMWL's credit in use to a level below CMWL's credit limit and/or CMWL will provide credit support acceptable to TEA. However, if the above efforts are not successful and notwithstanding any billing or payment terms in this Agreement or any Task Order to the contrary, TEA, in its sole discretion, may tender invoices as frequently as daily and to demand payment (and prepayment) from CMWL as reflected in such statements as promptly as it deems appropriate so long as such accelerated schedule is prompted, in TEA's sole judgment, by market conditions or credit concerns. If CMWL fails to pay any amounts due TEA in accordance with the accelerated schedule, the payments shall be deemed overdue, and interest shall accrue on any unpaid amounts as provided herein.
- 6.6.7 TEA shall not be liable to CMWL for the failure of any counterparty to pay or perform on its obligations. In the event of such failure, TEA shall pursue any action against such defaulting entity at the direction of CMWL, upon being provided with indemnity therefor satisfactory to TEA in its sole discretion, at CMWL's sole cost and expense.
- 6.6.8 Under no circumstances shall TEA be liable to CMWL for the failure of an RTO to pay, or for assessments made by the RTO for any of the RTO's market participants' failure to pay or perform, related to transactions with the RTO performed on CMWL's behalf by TEA as principal in the transaction (i.e. TEA acting as Market Participant on CMWL's behalf).
- 6.6.9 If CMWL interrupts a financially firm sale transaction without the contractual right to do so, TEA shall use reasonable efforts to purchase replacement capacity and energy in the wholesale market place and deliver it to the original purchaser. CMWL shall receive any resulting gain or be responsible for any resulting loss on the transaction.
- 6.6.10 If CMWL interrupts a financially firm purchase transaction without the contractual right to do so, TEA shall use reasonable efforts to sell the purchased capacity and energy in the wholesale market place. CMWL shall receive any resulting gain or be responsible for any resulting loss on the transaction.
- 6.6.11 At CMWL's request, TEA will make available for inspection by CMWL a list of TEA bilateral trading counterparties and associated credit limits. CMWL may disapprove in writing any trading counterparty for future trades associated with

CMWL's power supply resources or load; provided however, that the terms of this section 6.6.11 shall not apply to MISO or any other RTO in which TEA is obligated to conduct business for CMWL under the terms of this Agreement.

6.6.12 In the event transactions were entered into by TEA on behalf of CMWL utilizing TEA's trading agreements that extend beyond the specified termination date of this Agreement, TEA and CMWL will continue to operate under the terms of this Agreement with regard to such transactions until such time as the transactions terminate or are fully settled. However, CMWL shall not be required to pay the full monthly management fee. Rather, the Parties may negotiate a new agreement to allow for a fair and reasonable fee, less than the then current monthly fee, for TEA's services related to the remaining transactions. Nothing in this Agreement shall prevent TEA and CMWL from agreeing to settle these transactions prior to the normal settlement date for the transactions. Obligations between the Parties to pay for transactions or other services affected or rendered prior to termination shall remain in force notwithstanding the termination of this Agreement.

7. Indemnification

- 7.1 Subject to the limitations contained in Section 8 hereof, TEA and CMWL, to the extent permitted by applicable law, agree to indemnify, hold harmless and defend the other Party and its respective officers, directors, members, subsidiaries, affiliates, partners, and employees from any and all liabilities, claims, actions, legal proceedings, demands, damages, losses, penalties, forfeitures and suits, and all costs and expenses incident thereto (including, but not limited to, costs of defense, settlements and reasonable attorneys' fees), which the other Party may here after incur, become responsible for, or pay out as a result of the death or bodily injury to any person or the destruction or damage to any tangible property caused in whole or in part by any negligent or wrongful act or omission of the indemnifying Party, its employees, officers, directors, members, subsidiaries, affiliates, partners, agents or subcontractors, in the performance of this Agreement. Neither Party shall be required to indemnify the other Party for liabilities, claims, suits, actions, legal proceedings, demands, damages, penalties, forfeitures and suits, and all costs and expenses incident thereto (including, but not limited to, costs of defense, settlements and reasonable attorneys' fees) caused by the negligence or wrongful act or omission of the other Party.
- 7.2 Notwithstanding the foregoing provisions of this Section 7, if TEA is obligated to indemnify CMWL pursuant to the provisions of this Agreement, such indemnity obligation shall be subject to all limitations, rights and privileges afforded to CMWL as if TEA were treated as a municipal corporation under Missouri law for purposes of determining whether any limitations, rights or privileges were available to limit liability for indemnity. TEA represents that it will not be treated as a municipal corporation under Florida law under which there may be limitations (as opposed to the limitations prescribed in this Section 7) upon its ability to indemnify CMWL hereunder.

8. **Limitation of Liability**

- 8.1 TEA shall not be liable to CMWL for errors made in the provision of the services unless such errors are the result of gross negligence or willful misconduct on the part of TEA.
- 8.2 The cumulative maximum amount of TEA's liability, if any, arising from any and all claims, lawsuits, actions, other legal proceedings by CMWL or any other person or entity arising out of or in connection with TEA's performance or nonperformance hereunder, whether based upon contract, warranty, tort, strict liability, or any other theory of liability, shall be no more than the previous six months' Compensation collected by TEA from CMWL for services hereunder (exclusive of payments made for expenses). If TEA should be liable to CMWL pursuant to the provisions of this Section 8, payments shall be effected by offsetting monthly amounts due from CMWL to TEA as set forth in the provisions relating to compensation in the Scope of Work. If TEA terminates this Agreement during the period in which its liability payments to CMWL are being offset against monthly amounts due from CMWL to TEA, TEA shall be obligated to pay any remaining liability payments upon the effective date of such termination.
- 8.3 Neither CMWL nor TEA shall be liable to the other Party for any indirect, consequential, incidental, special or punitive damages, of any kind or nature whatsoever, including but not limited to lost profits or revenues, lost records or data, lost savings, loss of use of a facility or equipment, or loss by reason of increased cost or expense; provided, however, that the foregoing shall not limit the enforceability of any provisions in any trading agreement that may apply to transactions between CMWL and TEA. The provisions of this Section 8 take precedence over any conflicting provision of this Agreement, any Task Order, or any document incorporated into or referenced by this Agreement or any Task Order.
- 8.4 TEA makes no warranties whatsoever, express or implied, regarding the services or performance thereof, including but not limited to any warranty of fitness for a particular purpose.

9. **Notices**

Any notices, requests, demands or other communications required to be given shall be in writing and shall be deemed to have been duly given if (i) delivered by hand, (ii) mailed by registered or certified mail, postage prepaid, or sent by a reputable overnight carrier such as FedEx, or (iii) sent by facsimile equipment providing evidence of successful facsimile transmission, and addressed to the Contract Administrator for the Parties at their addresses as provided in exhibits to this Agreement, or such changed addresses as may be forwarded to the other Party consistent with this Section 9.

10. **Entire Agreement**

This Agreement supersedes any and all prior or contemporaneous agreements, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made with respect to

the subject matter of this Agreement that are not embodied in this Agreement, including any exhibits or schedules attached hereto.

11. Proprietary Interest

TEA shall retain sole ownership of any patent, copyright, trade secret, trademark, or service mark that TEA has developed or acquired in providing the services under this Agreement. CMWL acknowledges and agrees that TEA shall be the sole owner of any intellectual property rights related to software and computer programs, trading strategies, risk management and hedging programs developed by TEA under this Agreement and that CMWL is not receiving any license to use any of those intellectual property rights. TEA shall have the right to use, license and receive royalties or fees for the use of any of the intellectual property rights developed by TEA under this Agreement.

12. Exhibits

All exhibits and Task Orders attached to this Agreement are a part hereof as if set out in full herein.

13. Governing Law

This Agreement shall be subject to and construed under the laws of the State of Florida without resort to its conflicts of laws principles.

14. Compliance with Law

Notwithstanding any other provision of this Agreement, TEA and CMWL shall at all times during the term of this Agreement comply with all applicable laws, regulations, orders and decrees of governmental authorities with jurisdiction.

15. Authorization

The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

16. Standard of Care

The standard of care applicable to provision of the services will be that of “Good Utility Practice.” Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period to operate electric equipment and associated mechanical and civil facilities lawfully and with safety, reliability, efficiency and expediency; or in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to produce the desired result consistent with applicable law, safety, reliability, efficiency and expediency. Good Utility Practice is not limited to the optimum practice, method or act to the exclusion of all others, but rather deemed to be among a range of acceptable practices, methods or acts in the region. Nothing in this Agreement shall be construed to create any duty to or any standard of care with reference to any person not a party to this Agreement.

17. Successors and Assignment

- 17.1 Neither Party shall assign this Agreement to any person or entity without the written consent of the other Party.
- 17.2 Nothing contained in this Section 17 shall be construed to prevent the Parties from making a collateral assignment of the revenues due under the terms of this Agreement. No assignment, merger or consolidation shall relieve any Party of any obligation under this Agreement.
- 17.3 Subject to the foregoing restrictions in this Section 17, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns.

18. Amendment

This Agreement may be amended only by an instrument in writing signed by the Parties.

19. Nature of CMWL's Obligations

The obligations of CMWL under this Agreement, which require the expenditure of funds, shall be limited obligations, subject to the availability of funds appropriated for those purposes and payable out of revenues received from the sale of electricity to CMWL's utility customers only and shall not be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of any limitations contained in the Constitution and the Laws of the State of Missouri. CMWL covenants to include in its budget each year sufficient funds to pay its obligations under this Agreement. CMWL shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenue to cover all of the costs CMWL incurs to supply electricity to its utility customers, including but not limited to, the cost of paying its obligations under this Agreement. CMWL shall provide TEA with a minimum of 30 days' advance written notice of its failure to have funds appropriated to pay TEA amounts due under this Agreement. Notwithstanding the provisions of Section 4 of this Agreement, should CMWL be unable to pay TEA for its services hereunder, TEA shall, in its sole and absolute discretion, be permitted to terminate this Agreement on any date CMWL ceases to make payment to TEA of amounts due hereunder or fails to appropriate sufficient funds to pay its obligations hereunder. Notwithstanding the foregoing, nothing herein shall be construed to excuse payment by CMWL of amounts due for purchases of energy, ancillary services, transmission service or any other market products purchased for its account by TEA pursuant to the terms of this Agreement.

20. Severability

If any provision of this Agreement shall be deemed invalid or unenforceable in any respect for any reason, the validity of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

21. Waiver

A provision of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

22. Further Assurances

From time to time, each of the Parties shall execute, acknowledge and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

23. No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties, any right or remedy of any nature whatsoever.

24. No Provision of Legal Services by TEA

CMWL acknowledges that, with respect to the services rendered or to be rendered by TEA under this Agreement: (i) TEA is not authorized to give legal advice and (ii) TEA does not intend to give and has not given CMWL legal advice. CMWL represents to TEA that CMWL (i) has obtained and shall obtain legal advice from CMWL's own legal counsel regarding the legal aspects of any advice given or services performed by TEA under this Agreement and (ii) has not relied and shall not rely on TEA for the giving of legal advice. CMWL hereby waives and releases any claim that CMWL may now or hereafter have that CMWL has relied, directly or indirectly, on any advice given by TEA, or to be given by TEA, in connection with this Agreement as being in the nature of legal advice, and further waives and releases any claim for damages resulting therefrom.

25. Billing and Payment

25.1 Billing and payment terms shall be as provided in each Task Order. Payments shall be made by Automated Clearing House (ACH) transfer or wire transfer in United States Dollars. Each Party's banking information is provided in exhibits to this Agreement and a Party's account information may be amended by providing the other Party written notice.

25.2 Payments not received by a due date pursuant to this Agreement or any Task Order hereunder shall be considered overdue. Interest shall accrue on any unpaid amounts as of the day after such due date at a rate equal to the prime interest rate as established by Bank of America plus three hundred (300) basis points.

25.3 In the event that any portion of an invoice related to a Matching Transaction is in dispute, then the dispute shall be governed by the dispute provisions of the market rules or contracts governing the specific transaction with the Transaction Counterparty.

25.4 In the event that any portion of an invoice for TEA's Compensation is in dispute, the undisputed amount shall be paid when due and payment may be withheld on the disputed amount. CMWL shall notify TEA immediately of the reason for the dispute and the

Parties shall cooperate to resolve the dispute. If either Party, after payment is made, discovers an error that is discernible from the terms of the invoice, the disputing Party has the right to dispute the error within ninety (90) days from the date of invoice or within ninety (90) days from termination of this Agreement, whichever comes first. Upon determination of the correct billing amount, if the disputed amount is found owing to the other Party, it shall promptly be paid to the other Party after such determination together with interest as calculated above. For disputed amounts or billing errors that are discovered through the exercise of the audit rights pursuant to this Agreement, the other Party must receive written protest within one year from the date of the invoice.

26. Resettlement

From time-to-time transactions that may have otherwise been fully completed and settled may be required to be resettled due to market rules (often in the case of RTO markets) or order of a court, regulatory authority, or other entity with jurisdiction to order such. If such resettlement related to any transaction performed by TEA on behalf of CMWL results in a refund to TEA from a third party, TEA shall pay to CMWL any such refund received by TEA. If such resettlement related to any transaction performed by TEA on behalf of CMWL results in a TEA owing any amount to a third party, CMWL shall pay to TEA any such amount owed by TEA. This provision shall survive the termination of this Agreement

27. Audit Rights

27.1 During the term of this Agreement and for one year following the effective date of termination, each Party may audit the other Party's books and records for the most recently past twelve month period for the sole purpose of verifying the calculation of payments made or received, including the calculation of pricing or Compensation due pursuant to this Agreement; provided that neither Party may conduct more than one such audit during any consecutive six-month period; and further provided, that the Parties' audit rights under this Section 27 shall not extend the period identified in the Task Orders during which the Parties may dispute errors discernible from the terms of the invoices. Furthermore, following termination of this Agreement, neither Party may conduct more than one such audit during the one-year period referred to above. Any such audit shall be conducted at the audited Party's offices during its normal business hours, at the auditing Party's own expense. Copies of audit reports shall be provided to the non-auditing Party upon such Party's payment of copying and delivery costs. If, following such audit, the Parties agree that any billing or payment in the previous year was incorrect, or it is otherwise found that such be the case, a corrected bill or payment shall be prepared and a corrected billing submitted as provided for in Section 25. Any such payments shall include applicable interest at the Interest Rate, accrued as of each payment's original Due Date.

27.2 Each Party shall maintain the confidentiality of the other Party's accounting records and supporting documents in compliance with Section 33 herein and shall use them only for the purpose of confirming the accuracy of billings and payments under this Agreement.

In the event such information is required to be disclosed in a legal or regulatory proceeding, or otherwise required to be disclosed by law, the affected Party shall notify the other Party at the time of the request so that the affected Party may seek at its own expense to preserve the confidentiality of the information.

28. Force Majeure Event

28.1 Neither Party to this Agreement shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. A Party shall not, however, be relieved of liability for failure of performance if such failure is due to events arising out of removable or remediable events which it fails to remove or remedy with reasonable dispatch. Any Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a strike or labor disagreement against its will. Notwithstanding the provisions of this Section 28, payment of liquidated damages or penalties due to nonperformance under the terms and conditions of transactions entered into on CMWL's behalf shall not be excused because of a Force Majeure Event.

28.2 If the claim of Force Majeure Event is in respect to any Matching Transaction or Trading Product, the force majeure provisions of the TEA trading agreement under which such Matching Transaction or Trading Product is provided shall govern such claim. For purposes of this Agreement, "Force Majeure Event" means an event that prevents the claiming Party from performing any of its obligations under or in connection with this Agreement, that is not within the reasonable control of, or the result of the negligence of, the claiming Party, and that by the exercise of due diligence the claiming Party is unable to avoid, cause to be avoided, or overcome. Force Majeure Events may include, but are not restricted to: acts of God; acts of the public enemy, war, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, firestorms, hurricanes, tornadoes, floods, washouts, and extreme weather conditions; fire, explosion, breakage, freezing or accidents; strikes, lock-outs or other industrial disturbances or labor disputes; labor or material shortage; sabotage; and order or restraint by governmental authority (so long as the claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such order or restraint).

29. Recording

Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party (i) consents to the monitoring of, and creation of a tape or electronic recording ("Recording") of, all telephone conversations between the Parties to this Agreement, (ii) agrees that any such Recordings will be retained in confidence to the extent allowed by law, and secured from improper access, and (iii) acknowledges that such Recordings may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. The Recording, and the terms and conditions of a transaction discussed by the Parties in such Recording, if admissible, shall be the controlling evidence of the

Parties' agreement with respect to a particular transaction between the Parties in the event a confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a confirmation, such confirmation shall control in the event of any conflict with the terms of a Recording.

30. Default

30.1 Each of the following shall constitute an "Event of Default" under this Agreement:

30.1.1 the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three business days after written notice;

30.1.2 any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

30.1.3 the failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within three business days after written notice; or

30.1.4 a Party becomes Bankrupt. For purposes of this Agreement, "Bankrupt" means with respect to either Party, the Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

30.2 Upon delivery of written notice by one (1) Party to the other that an Event of Default has occurred, the defaulting Party shall have five (5) days from receipt of such notice to cure such Event of Default. The failure or inability of such Party to cure such Event of Default shall constitute a default; and if the default is not caused by a Force Majeure Event as described in Section 28.2 hereof, the non-defaulting Party may immediately terminate this Agreement. Both Parties shall continue to make payments then due or becoming due with respect to performance or payment obligations which arose prior to the date of termination.

31. Employment of Unauthorized Aliens Prohibited

TEA agrees to comply with Missouri State Statute section 285.530 in that TEA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the TEA shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. TEA shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. TEA shall require each subcontractor who

provides services to it in respect of this Agreement to affirmatively state in its contract with TEA that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. TEA shall also require each subcontractor to provide TEA with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

32. Certain Representations

- 32.1 CMWL represents that (i) one of the principal governmental purposes of CMWL is to provide reliable electric service to its customers on the most favorable basis that such service can be provided and the transactions that TEA will engage in for CMWL are directly analogous to transactions that CMWL has directly engaged in (or could engage in) and will be performed instead by TEA to increase efficiency, reduce costs, and provide other benefits to enable CMWL to better serve its customers; and (ii) CMWL is either not subject to federal income tax or its income is exempt under Section 115 of the Internal Revenue Code.
- 32.2 Each Party represents and warrants to the other Party that it is and will remain duly organized, validly existing, and in good standing under the laws of the state of its organization throughout the term of this Agreement, and that the execution, delivery and performance of this Agreement are within its express or implied statutory powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or applicable laws.

33. Confidentiality

The Parties acknowledge that certain information and materials exchanged during the term of this Agreement contain proprietary and confidential information ("Confidential Information") of the disclosing Party. Confidential Information shall specifically include, but not be limited to any information disclosed in written form and clearly marked "Confidential." The receiving Party agrees that such Confidential Information shall be held confidential, to the extent permitted by law, under the same safeguards as it treats its own confidential information and that it will not use, copy or disclose the Confidential Information other than for the sole purpose of supporting or performing the services in connection with this Agreement. The Confidential Information may be disclosed to officers, directors, employees, agents, representatives or consultants (who shall agree to be bound by the terms of this Section 33) of the receiving Party on a need to know basis and shall not be disclosed to any such third party without first having obtained the written permission of the disclosing Party. Confidential Information shall specifically exclude any information which the receiving Party can show (i) was known to or was independently developed by the receiving Party without access to or use of the Confidential Information of the disclosing Party, (ii) was disclosed to the receiving Party in good faith by a third party who had the right to make such disclosure, (iii) was made public by the disclosing Party, or was established to be part of the public domain other than as a consequence of a breach of the Agreement by the receiving Party, or (iv) is independently developed by the receiving Party without use of the disclosing Party's

Confidential Information as shown by documents and other competent evidence in the receiving Party's possession. If the receiving Party is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceeding or similar legal or regulatory process to disclose any Confidential Information supplied to the receiving Party by the disclosing Party, the receiving Party shall provide the disclosing Party with prompt notice of such request(s) so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. However, disclosure pursuant to a legal order or statutory obligation shall not constitute a breach of this Section 33. Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law).

34. No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities as provided by federal and state constitution or law. Each Party represents and warrants that there is presently no federal or state constitution provision or law that would provide a sovereign, governmental or official immunity to the performance of its obligations under this Agreement. To the extent either Party becomes aware of any later enacted or adopted state constitutional provision or law that does provide a sovereign, governmental or official immunity to the performance of its obligations under this Agreement, it will promptly notify the other Party in writing, and such other Party may terminate this Agreement, if, in the exercise of its reasonable judgment, it determines that its rights hereunder have been adversely affected.

35. WAIVER OF JURY TRIAL.


THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR LAWSUIT BROUGHT BY EITHER PARTY AGAINST THE OTHER, AT ANY TIME, ARISING OUT OF THIS AGREEMENT OR SUBJECT MATTER OF THIS AGREEMENT.

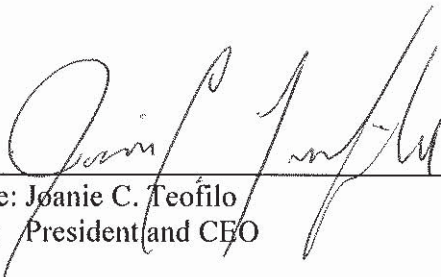
* SIGNATURES ARE ON THE NEXT PAGE *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their respective duly authorized representatives as of the date first above written.

CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

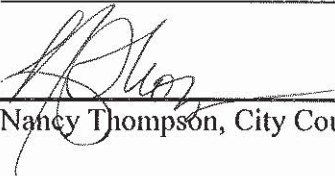
By: 
Name: Mike Matthes
Title: City Manager

By: 
Name: Joanie C. Teofilo
Title: President and CEO

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counselor

Task Order 1

MISO Services, Bilateral Trading Services, and Risk Management Services

This Task Order 1 ("Task Order") is made part of the Resource Management Agreement between THE ENERGY AUTHORITY INC. ("TEA") and the CITY OF COLUMBIA, MISSOURI ("CMWL"), dated ~~November~~ ^{December} 3, 2013 (the "Agreement"), and is subject to all the terms and conditions of the Agreement. TEA and CMWL are sometimes referred to herein individually as a "Party," or collectively as the "Parties."

This Task Order is divided into four sections. Section A addresses services provided by TEA to manage CMWL's Resources in the MISO Market. Section B addresses the services provided to execute and manage Bilateral Transactions with counterparties. Section C addresses risk management services, and Section D addresses regulatory related services.

Compensation for Services Described In This Task Order

Except where additional charges may apply as noted in the Task Order, and subject to the escalation provisions in the paragraph below, TEA shall provide the Services in accordance with the Task Order for the fixed fee of \$45,000 per month.

Commencing on the first day of January 2014, and each January first thereafter, for the term of the Agreement, TEA's fees will escalate at the greater of (i) four percent (4%) or (ii) the percentage increase in the U.S. Consumer Price Index (CPI-U, not seasonally adjusted, U.S. City average, all items) from January through December of the previous year. Under no circumstances shall the increase in fees pursuant to this paragraph be greater than eight percent (8%).

The services and pricing are based on CMWL's current portfolio of Loads and Resources listed in Exhibit B and current market design. Future significant changes to CMWL's Loads or Resources or the energy markets may require adjustment to the scope and pricing as mutually agreed to by the Parties. Examples of 'significant changes' to CMWL's portfolio would include addition of generation Resources or transactions not listed in Exhibit B that would require additional manpower or special handling on TEA's part, or market changes that result in additional software license fees, manpower, or other added cost to TEA. CMWL and TEA agree to work in good faith in the event significant changes occur and to determine an appropriate amendment to this Task Order, given the circumstances.

Within the Task Order, certain of TEA's systems, software, and vendors may be mentioned by name for clarity. TEA reserves the right to change its systems, software, vendors, or processes at any time, at its sole discretion.

Term and Termination

This Task Order shall become effective on the date the Agreement becomes effective and may be terminated in accordance with the provisions of Section 4 of the Agreement.

Section A – MISO Services

I. SUMMARY OF THE MISO SERVICES

Subject to the terms of the Agreement, including, but not limited to Section 6.6, TEA shall be the Market Participant (“MP”) with the MISO for the purposes of this Section A of this Task Order. TEA will provide the interface between CMWL and the MISO Market. TEA will coordinate with CMWL’s operations staff and make all bids and offers into the MISO Market, receive awards from the MISO Markets, provide settlement, manage payments, and provide dispute resolution on CMWL’s behalf. CMWL shall provide to TEA, in a timely manner, information required by TEA pursuant to this Task Order to prepare and submit bids, offers, and any other submittal as required by MISO.

From time-to-time, TEA as a Purchasing and Selling Entity, or CMWL as a Load Serving Entity may be required to submit information to Regional Reliability Organizations related to audits or other inquiries. The Parties shall cooperate with each other and provide to each other any information acquired and maintained related to the services provided pursuant to this Agreement as necessary to comply with such audit or inquiry. This provision does not require any other actions by either Party related to such an audit or inquiry of the other Party.

II. MISO SERVICES

Commercial Model and Resource Adequacy

TEA shall assist CMWL in identifying CMWL’s information required to register and maintain such registration of CMWL’s assets in the MISO commercial model. TEA shall assist CMWL in identifying CMWL’s information required to comply with MISO’s resource adequacy requirements in accordance with “Module E” of the Tariff. CMWL shall provide information pursuant to this section to TEA and TEA shall coordinate submission of the information to MISO.

Day Ahead Demand Bids

CMWL shall provide TEA with a Load Forecast for each of CMWL’s Load points in MISO. CMWL shall share this information via software provided by TEA (currently “Offer Manager”). CMWL shall submit Fixed Price Demand Bids or Price Sensitive Demand Bids, if any, to TEA via the Offer Manager. TEA shall format the data as the appropriate demand bid and submit to the MISO Day Ahead Market.

Generation Offers

CMWL shall submit costs and operational parameters for its generating units and supply contracts to TEA via the Offer Manager. TEA shall format data as offers and submit to the MISO Day Ahead and Real Time Markets as appropriate. TEA shall provide 24-hour MISO coverage to allow for Real Time Market submissions to the MISO.

Day Ahead Hedge Strategies

Each day as forecast for the next seven days, CMWL shall submit to TEA a Load Forecast, unit input/output curve coefficients, fuel costs, and other system information pertinent to strategy development. TEA shall use reasonable efforts to provide market guidance, analysis, and insights to assist CMWL in optimizing its Load and Resources in the MISO Market.

Data verification

TEA shall monitor and compare information resident in the MISO portal with CMWL's submitted information and use commercially reasonable efforts to validate Day Ahead Market and Real Time Market data submissions.

IMM Violation Checks

TEA shall evaluate CMWL's fixed and variable generation cost data against limits provided by the MISO Independent Market Monitor to aid in avoiding limit violations; provided however, TEA provides no warranty or guarantee that such violations will be avoided. In the event potential violations are identified, TEA will communicate recommended resolutions to CMWL and make reasonable efforts to adjust the offending data in the MISO portal.

FinSched and Contract Management

TEA shall provide CMWL with information, as it becomes evident to TEA, of transaction opportunities to purchase or sell to third party counterparties within the MISO Market (such transaction referred to as a "FinSched"). TEA shall not execute such transaction as described in this section without the prior approval of CMWL and execution of such transactions shall be subject to the terms of this Agreement. In the event such FinSched is executed, TEA shall input the details of such transaction into the MISO portal.

Virtual Transaction Management

Either Party may from time-to-time identify an opportunity to utilize Virtual Transactions to mitigate operational risks. In such an event, the Parties shall consult with each other and TEA shall provide market information and recommendations related to the suggested Virtual Transaction. CMWL shall submit Virtual Transactions, if any, to TEA via the Offer Manager and such submission shall constitute CMWL's authorization to TEA to submit such Virtual Demand Bid or Virtual Supply Offer to the MISO Market for execution.

MISO Transaction Reports

TEA shall provide a Day Ahead Awards Report to CMWL. This report includes all Load, generation, and Virtual Transaction awards, and Locational Marginal Prices and Market Clearing Prices for all points in CMWL's portfolio. This report will be made available to CMWL via the then current method utilized by TEA to provide such report.

Financial Transmission Rights ("FTR") and Auction Revenue Rights ("ARR")

TEA shall tabulate CMWL provided information and register the CMWL portfolio for the MISO ARR allocation. TEA shall review and validate MISO entitlements for network, point-to-point, and Grand-Fathered Agreement entitlements. In consultation with CMWL, TEA shall manage the multi-stage MISO ARR nomination and allocation process for Candidate Auction Revenue Rights, including requests for new Resource points. TEA shall recommend ARR/FTR based on market simulation runs that observe changes in the system topology. TEA shall bid on MISO FTRs as authorized by CMWL. TEA shall input and track CMWL owned FTRs through its deal capture systems and provide FTR valuations to CMWL.

Transaction Pricing

Unless otherwise mutually agreed to by the Parties, the pricing of electricity Trading Products transacted with the MISO Market pursuant to this Section A of this Task Order shall be pursuant to Section 6.6.3 of the Agreement.

Functions performed by CMWL:

The following MISO-related services are considered 'out of scope' for the purposes of this Agreement and shall be performed by CMWL. However, MISO may require certain data submittals or filings that would otherwise be performed by CMWL under this Agreement, to be performed by the MP. In such an event, CMWL shall prepare the data submittal or filing and provide it to TEA and TEA shall deliver it to the MISO on CMWL's behalf. Out of scope services include, but are not limited to the following:

- (a) CMWL shall maintain and monitor the network reservations for CMWL and manage its Network Integration Transmission Service agreement.
- (b) Any interaction or obligations with MISO not provided pursuant to this Task Order, including but not limited to provision of any System Control and Data Acquisition systems or telecommunications interconnections with MISO, any reliability obligations or functions, or any activities related to CMWL being a Transmission Owner.
- (c) Load forecasting.
- (d) Meter Data Management Agent functions.
- (e) Generator outage or curtailment reporting.

III. MISO SERVICES SETTLEMENT, BILLING, AND PAYMENTS

TEA shall provide CMWL with a statement of MISO settlement activities on a regular basis in coordination with MISO's settlement calendar (currently weekly). Other reporting may be

provided by TEA as mutually agreed to by the Parties. Customized reports may require a set-up fee and/or maintenance fee depending on complexity and work involved in developing and producing the report.

TEA shall provide shadow settlement of CMWL related business with MISO and reconcile MISO invoices. Should TEA or CMWL dispute a MISO invoice amount, then TEA shall file a dispute with MISO pursuant to the MISO tariff. Once a dispute determination has been made by MISO, further appeals or action from TEA on CMWL's behalf would be provided as requested and paid for by CMWL under a separate agreement.

As it relates to services provided pursuant to this Section A of this Task Order, TEA shall make payments to the MISO and receive payments from the MISO and payments between CMWL and TEA shall be made on the following terms: (i) if an amount is owed MISO, then CMWL shall make payment to TEA one business-day prior to the date TEA must make payment to the MISO; (ii) if an amount is received from an MISO, then TEA shall make payment to CMWL one-business day after funds are received from the MISO.

Section B - Electricity Bilateral Trading

I. SUMMARY OF ELECTRICITY BILATERAL TRADING SERVICES

Subject to the terms of the Agreement, including, but not limited to Section 6.6, and the terms of Section B of this Task Order, and unless otherwise agreed to by the Parties, TEA shall provide bilateral trading services as principal in the transaction for Bilateral Transactions in electricity products for physical delivery with terms of one year or less and with delivery dates within the next year. Execution of any other transaction by TEA pursuant to this Section B of this Task Order not in conformance with the terms of this paragraph shall be as agent unless otherwise agreed to by the Parties.

Execution of any financially settled transaction by TEA, either as agent or as principal in the transaction, for CMWL's account shall be only as agreed to by the Parties.

Bilateral Trading Services

Bilateral trading services include market price discovery for up to one year into the future; negotiating and executing Bilateral Transactions; and scheduling services, including arranging required transmission service for Bilateral Transactions executed by TEA and creation of NERC e-tags as necessary. TEA shall provide a transaction summary that includes the details of each Bilateral Transaction.

Transaction Pricing

Unless otherwise mutually agreed to by the Parties, the pricing of electricity Trading Products pursuant to this Section B of this Task Order shall be pursuant to Section 6.6.3 of the Agreement.

II. SETTLEMENT, BILLING AND PAYMENTS, BILATERAL TRANSACTIONS EXECUTED BY TEA AS PRINCIPAL IN THE TRANSACTION

On or before the fifth business day of each month, TEA shall provide CMWL with a statement of the immediately preceding month's activities and settlement due, including Compensation, pursuant to this Section B of this Task Order and any other obligations incurred pursuant to this Section B of this Task Order during the monthly billing period, including any related penalty, interest, payments, or credits.

If an amount is due CMWL, TEA will remit this amount to CMWL by the 25th of each month in immediately available funds.

If an amount is due TEA, CMWL will remit this amount to TEA by the 15th of each month in immediately available funds.

Notwithstanding the above provisions of this section, billing and payment provisions for Trading Products are dependent upon the market rules or contracts governing the specific transactions. If said billing and payment provisions require earlier payments than the provisions of this Section B.II, then billing and payment shall be in accordance with the earlier payment provisions of such contracts or market rules.

III. SETTLEMENT, BILLING AND PAYMENTS, TRANSACTIONS EXECUTED BY TEA AS AGENT

For transactions executed by TEA as agent in the transaction for CMWL, TEA shall provide confirmation, invoice reconciliation with counterparties, and provide information of amounts owed by or due to CMWL and provide other information in TEA's possession obtained in the due course of providing trading services as agent to the extent reasonably necessary for CMWL to prepare or reconcile invoices with its counterparties. TEA shall not be responsible for invoicing counterparties or making payments to counterparties in connection with transactions executed by TEA as agent for CMWL.

IV. BILATERAL TRANSACTION TRACKING AND REPORTING

TEA shall enter Bilateral Transactions executed for CMWL by TEA either as principal in the transaction, or as agent, into TEA's energy trading system of record for tracking and reporting purposes. TEA shall provide CMWL with an open position report that provides transaction details and a mark-to-market of forward transactions (i.e., transactions for delivery beyond the prompt month) executed by TEA on CMWL's behalf. Other reporting may be provided by TEA as mutually agreed to by the Parties. Customized reports may require a set-up fee and/or maintenance fee depending on complexity and work involved in developing and producing the report.

Section C - Risk Management Services

Modeling

TEA will develop a stochastic model of CMWL's system in order to quantify the effect of uncertainty in prices, Load, and other variables on CMWL's system during a specified period of time (the study period). This effort will require CMWL to provide system data to TEA of the type typically needed for production cost simulations. The data includes historic Loads, generator characteristics, fuel costs, purchase power contract characteristics, rate information and other data. It will not be necessary for CMWL to develop stochastic parameters. TEA will develop those parameters as needed for the simulations.

Once developed, the model provides a framework to evaluate strategies to manage risk. Once the model is producing satisfactory simulation of the current CMWL operations, TEA will produce a base case study. The study period will be for up to 2 years with the start of the period no more than 1 year in the future. This analysis can be performed up to two times per year.

Base Case

The base case study is an evaluation of CMWL's portfolio as it is currently configured and operated in the MISO Market. The base case will include stress testing to assess the effect of severe low probability occurrences on CMWL's system. The base case study will identify and quantify the inherent risks in CMWL's current operating decisions and current positions. The study will assess the performance of each component of the portfolio. The base case study will serve as a risk program baseline to which alternatives will be compared.

Operational Study

The operational study will focus on operationally based risks revealed in the base case study. This study will focus on operational changes that CMWL could undertake to mitigate risks or improve financial performance of the portfolio. The specific items for study will be developed in conjunction with CMWL after presentation and acceptance of the base case study, but could include items such as bid and offer tactics, use of behind the meter generation, must run decisions, etc. TEA will prepare a report of the results of the analysis and its recommended operational changes. Any operational changes incorporated by CMWL will be reflected in CMWL's model prior to subsequent studies.

Hedging Transactions Study

After the operational study is completed and the model updated to reflect any operational changes, it will be used to simulate the effect of forward transactions on CMWL's portfolio risks. The analysis will quantify the risk versus reward trade off of forward power transactions. TEA will analyze the effect of numerous power transactions and recommend CMWL consider executing those transactions that assist CMWL in meeting its risk management objectives.

Forward Transaction Execution and Transaction Approval

TEA will execute forward power transactions on behalf of CMWL pursuant to the terms of the Agreement. For each transaction, TEA will provide an explanation of the transaction, the objectives of the transaction, and the estimated risk reduction of the transaction. TEA will execute this transaction only after receiving authorization from CMWL through email, instant messaging or a recorded phone line.

Transaction Analysis

TEA's best estimates of forward market prices are used when transactions are initially modeled in the risk strategy development phase. It is not unusual for forward prices at the time of transaction execution to be different from the prices used in the study, or for other system or market conditions to have changed significantly. In these situations, TEA will reanalyze individual forward transactions using actual negotiated prices if they are significantly different from the estimated prices used in the original study and updated system and market conditions to reconfirm the transaction will still meet the original objectives.

TEA's stochastic risk model may also be used for new transaction opportunities that occur that were not included in the original study. For example CMWL may have a need to purchase a block of energy to cover the loss of a Resource that was not previously explicitly modeled. This transaction could be modeled to examine the risk and reward trade off to support the execution decision for the transaction.

Mark-to-Market

TEA will provide its standard mark-to-market reporting for CMWL's forward transactions. The reports would be available through the TEA secure web portal.

Model Maintenance

TEA will maintain the CMWL model and routinely update market variables used by the model (such as the forward price curve). Significant CMWL system modifications such as generating unit planned outages will be modified as needed for model runs.

FTR Analysis

CMWL will be allocated Financial Transmission Rights (FTRs) on an annual basis. TEA will provide an analysis of the subject FTR values and provide a recommendation as to which FTRs CMWL should nominate and/or accept, given CMWL's objectives for utilizing FTRs. TEA will perform an FTR analysis using CMWL's generation CPnode and Load CPnode pairs based on the generation and Loads submitted to MISO under the MISO Module E requirements. TEA will use historic actual LMP values for the CMWL generation and Load nodes as an estimate of future FTR values. TEA shall present the results to CMWL and provide CMWL with a recommended FTR strategy for this period.

This proposed scope does not include any forward looking analysis or forecast of LMPs. If such a forward looking analysis is desired by CMWL, the scope and fees for such additional work shall be mutually agreed to by the parties.

Section D - Regulatory Services

Dodd-Frank Act

During the normal course of its business, TEA monitors regulatory developments related to the Dodd-Frank Act. If, in the course of such routine monitoring, TEA notices Dodd-Frank Act-related regulations that it understands might apply to CMWL, then TEA will provide CMWL with general information related to such regulations and advise CMWL of potential activities CMWL might need to engage in to comply with such regulations. CMWL acknowledges and agrees that (i) the information and advice provided by TEA pursuant to this section are, and will be construed as, statements of opinion and not statements of fact or legal advice, (ii) TEA does not warrant that all regulatory changes or regulations applicable to CMWL will be identified by TEA, or that any recommended compliance activities will cause CMWL to be in compliance with the regulations, (iii) CMWL will rely on its own legal counsel to advise it as to any actions it might take or refrain from taking in order to achieve compliance with such regulations, and (iv) any regulatory compliance activities engaged in by CMWL will be at its sole discretion and expense.

CFTC Reporting

As of the Effective Date of this Agreement, the Parties understand that transactions in MISO market instruments or transactions in physically-settled electricity instruments, as both are anticipated under this Agreement, do not require reporting under regulations currently promulgated by the CFTC. In the event of changes in law or regulation that require reporting of such transactions, CMWL and TEA shall enter into good faith negotiations to agree to the scope of such reporting and any related fee adjustment; however, if the Parties fail to reach such agreement, then TEA shall be obligated only to transact such transactions as CMWL's agent and not trade as principal in the transaction, and CMWL shall be responsible for any CFTC reporting.

As described elsewhere in this Agreement, execution of financially-settled transactions, if any, pursuant to this Agreement shall be only as mutually agreed to by the Parties. In the event any such transaction requires reporting to the CFTC, then the Parties will first attempt to have the counterparty report the transaction to the CFTC; however, if CMWL becomes the reporting entity, then TEA shall make such report to the CFTC on CMWL's behalf; provided that (i) CMWL contracts or otherwise makes the necessary arrangements for any third party services reasonably necessary to effect such reporting, including but not limited to contracting with a Swap Data Repository, (ii) any such third party service providers shall be at TEA's choice and generally will be those service providers normally utilized by TEA to report such transactions, and (iii) such contracts or arrangements are made in a timely manner in order to meet the reporting deadlines as prescribed in the regulations.

FERC Reporting

The FERC requires Electricity Quarterly Reporting ("EQR") of sales for resale from entities meeting certain thresholds. As of the Effective Date of this Agreement, the Parties understand that CMWL does not meet the threshold and therefore, its sales for resale are not required to be reported. In the event of CMWL meeting such threshold or due to changes in law or regulation that require reporting of such transactions, and CMWL desires TEA to report such transactions

on CMWL's behalf, then CMWL and TEA shall enter into good faith negotiations to agree to the scope of such reporting and any related fee adjustment.

Other Changes in Law

Except as described elsewhere in this Section D, in the event of changes in law or regulation that require reporting of any transactions executed pursuant to the terms of this Agreement, CMWL and TEA shall enter into good faith negotiations to agree to the scope of such reporting and any related fee adjustment; however, if the Parties fail to reach such agreement, then TEA shall be obligated only to transact such transactions as CMWL's agent and not as principal in the transaction and CMWL shall be responsible any such reporting.

V. AMENDMENT

This Task Order may be amended by an instrument in writing signed by each Party's representative.

**** SIGNATURES ARE ON THE NEXT PAGE ****

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order to be executed in their respective names by their respective duly authorized representatives.

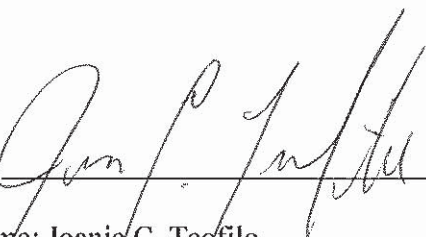
CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

By: 

Name: Mike Matthes

Its: City Manager

By: 

Name: Joanie C. Teofilo

Its: President and CEO

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:



Nancy Thompson, City Counselor

Task Order 2

Natural Gas Services

This Task Order 2 ("Task Order") is made part of the Resource Management Agreement between THE ENERGY AUTHORITY INC. ("TEA") and the CITY OF COLUMBIA, MISSOURI ("CMWL"), dated ~~November~~ ^{December} 3, 2013 (the "Agreement"), and is subject to all the terms and conditions of the Agreement. TEA and CMWL are sometimes referred to herein individually as a "Party," or collectively as the "Parties."

I. TERM AND TERMINATION

Services pursuant to this Task Order shall begin for the natural gas delivery date of January 1, 2014. Either Party may terminate this Task Order by providing to the other Party with a minimum of six (6) months advance written notice.

The Parties shall cooperate to organize CMWL's natural gas related assets in a manner reasonably calculated to allow TEA to perform the services described herein in accordance with Federal Energy Regulatory Commission regulations (including but not limited to "shipper must have title" requirements) and any applicable tariffs; including but not limited to, assigning or releasing any contracts for natural gas transportation or storage held by CMWL to TEA and assigning any other natural gas arrangements executed by CMWL directly with third parties to TEA, to the extent necessary to achieve the objectives of this Task Order. The Parties understand that services pursuant to this Task Order might not be able to be provided, or fully provided, until such activities described in this paragraph are completed.

II. COMPENSATION FOR SERVICES DESCRIBED IN THIS TASK ORDER

The fee for the services pursuant to this Task Order shall be two thousand dollars (\$2,000.00) per month. The first payment is payable for the month of January 2014, pursuant to Section V - NATURAL GAS TRANSACTION SETTLEMENTS.

Commencing on the first day of January 2015, and each January first thereafter, for the term of this Task Order, TEA's fees will escalate at the greater of (i) four percent (4%) or (ii) the percentage increase in the U.S. Consumer Price Index (CPI-U, not seasonally adjusted, U.S. City average, all items) from January through December of the previous year. Under no circumstances shall the increase in fees pursuant to this paragraph be greater than eight percent (8%).

III. NATURAL GAS MANAGEMENT SERVICES

TEA shall provide CMWL with natural gas services in accordance with the terms of the Agreement and this Task Order. Duties performed by TEA shall include purchasing and selling of natural gas, management of pipeline transportation nominations, scheduling, balancing, storage injections and withdrawals, settlement with third parties for transactions executed by TEA as principal, as such services are required to manage natural gas for CMWL's six gas-fired

generation units. In addition, TEA will assist CMWL in developing a management plan for these natural gas requirements in coordination with TEA's RTO Trading Desk.

TEA shall execute natural gas purchase and sale transactions utilizing TEA trading agreements with TEA "trading as principal", provided however, that such transactions as principal shall be limited to transactions with terms of one year or less, and with beginning dates no more than one year into the future. All other transactions for the purchase or sale of natural gas shall be between CMWL and its counterparties utilizing agreements between CMWL and such counterparties.

TEA will provide assistance in determining the need for and negotiation of any third party agreements for firm transportation, storage, supply and the like as necessary to provide fuel supplies to CMWL's generation assets.

IV. NATURAL GAS TRANSACTION SETTLEMENTS

For transactions for physical natural gas, transportation and ancillary services thereto, executed by TEA as principal in the transaction, TEA shall provide transaction check out, reconciliation, invoicing, cash collection and payment with counterparties. The Parties shall settle net cash amounts owed between the Parties for transactions executed by TEA as principal in the transaction for CMWL's account and for fees owed TEA for the services pursuant to this Task Order on a monthly basis. On or before the fifth (5th) business day of each month, TEA shall provide CMWL with a statement of the immediately preceding month's natural gas transaction activities and the amounts due and payable related to such activity. TEA shall sum such amounts payable to counterparties, amounts receivable from counterparties, and any prepayments received from CMWL to arrive at the net cash amount for settlement between CMWL and TEA. If the resulting net amount is due CMWL, then TEA will remit this amount to CMWL by the 25th of the month following the month in which such transaction activities occurred. If the resulting net amount is due TEA, then CMWL will remit this amount to TEA by the 15th of the month following the month in which such transaction activities occurred.

For transactions executed by CMWL, TEA shall provide settlement reporting and provide other information in TEA's possession obtained in the due course of providing scheduling and related services to the extent necessary for CMWL to prepare invoices or make payment to its counterparties.

V. AMENDMENT

This Task Order may be amended by an instrument in writing signed by each Party's representative.

*** SIGNATURES ON THE NEXT PAGE ***

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order to be executed in their respective names by their respective duly authorized representatives.

CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

By: 

Name: Mike Matthes

Its: City Manager

By: 

Name: Joanie C. Teofilo


Its: President and CEO

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:



Nancy Thompson, City Counselor

DEFINITIONS

Definitions that are *italicized* are extracted from the Midcontinent Independent System Operator, Inc. Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff") and such italicized terms are presented herein for convenience. In the event of a conflict between a definition of an italicized term herein and the definition of the same term in the Tariff, the definition in the Tariff shall govern and take precedent over the definition herein.

Agreement: This Resource Management Agreement, including any Task Orders, attachments, and exhibits.

Auction Revenue Rights (ARR): A Market Participant's entitlements to a share of the revenues generated in the annual FTR Auction.

Bankrupt: As defined in Section 30 of the Agreement.

Bilateral Transaction: A transaction between two parties, neither of which is MISO.

Candidate Auction Revenue Rights (CARR): ARR nominations submitted by Market Participants to be considered throughout the annual ARR allocation process.

CFTC: Commodities Futures Trading Commission

Commercial Pricing Node (CPNode): Points within the MISO Market model where LMPs are created.

Compensation: As defined in Section 5 of the Agreement.

Confidential Information: As defined in Section 33 of the Agreement.

Contract Administrator: As defined in Section 6 of the Agreement.

Day Ahead Awards Report: A report issued by TEA notifying a customer of the awards received from MISO in the Day Ahead Market related to the customer's resources.

Day Ahead Demand Bids: Bids to purchase energy in the Day Ahead Market.

Day Ahead Market: The forward market for purchases and sales of energy and operating reserve conducted by MISO the day prior to the operating day.

Dodd-Frank Act: Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203).

Due Date: A date as provided in the Agreement or a Task Order on which payment is due.

Electricity Quarterly Reporting (EQR): A FERC required report of sales for resale from entities meeting certain thresholds prescribed by FERC.

Energy: An amount of electricity that is Bid or Offered, produced, purchased, consumed, sold or transmitted over a period of time and measured or calculated in megawatt hours (MWh).

Event of Default: As defined in Section 30 of the Agreement.

FERC: Federal Energy Regulatory Commission

Exhibit A - Definitions

Financial Schedule or "FinSched": A financial arrangement between two Market Participants designating a source point, sink point and delivery point within the Market establishing the obligations of the buyer and seller for the payment of cost of congestion and cost of losses.

Financially Settled Transaction: A bilateral transaction between counterparties not intended to be physically settled. For the avoidance of doubt, for the purposes of this Agreement, a FinSched, as defined herein, is not a Financially Settled Transaction, unless FinScheds are determined to be swaps under rules promulgated pursuant to the Dodd-Frank Act.

Financial Transmission Rights (FTR): A financial instrument that entitles the holder to receive compensation for or requires the holder to pay certain congestion related transmission charges that arise when the transmission system is congested and differences in LMPs result from the redispatch of resources out of economic merit order to relieve that congestion.

Fixed Price Demand Bid: A request to purchase a specified MWh quantity of energy, at specified locations in the MISO region, during specific hours of the next Operating Day submitted to the Day Ahead Market.

Force Majeure Event: As defined in Section 28 of the Agreement.

Generation Offer: An Energy Offer, Start-Up Offer, No-Load Offer, Regulating Reserve Offer, Spinning Reserve Offer, On Line Supplemental Reserve Offer or Off Line Supplemental Reserve Offer submitted by a Market Participant to the Market.

Grand-Fathered Agreements (GFA): An agreement or agreements executed or committed to prior to September 16, 1998 or ITC Grandfathered Agreements that are not subject to the specific terms and conditions of this Tariff consistent with the Federal Energy Regulatory Commission's policies.

Independent Market Monitor: The person or person(s), or consulting firm or other entity, retained by MISO to carry out the plan described in Module D of the Tariff.

Load: A term that refers to either an end-user of Energy, net of system losses, or the amount of Energy (MWh) consumed by such end-user.

Load Forecast: An estimate of the amount of Energy (MWh) or Capacity (MW) to be consumed.

Load Serving Entity ("LSE"): Any entity that has undertaken an obligation to serve end-user load within the MISO transmission system.

Locational Marginal Price: The Market Clearing Price for energy at a given Commercial Pricing Node in MISO which shall be equivalent to the marginal cost of serving demand at the Commercial Pricing Node while meeting Zonal and Market-Wide Operating Reserve Requirements.

Market Clearing Price: The price set by the Market at commercial pricing nodes.

Market Participant ("MP"): An entity that (i) has successfully completed the registration process with MISO and is qualified by MISO as a Market Participant, (ii) is financially responsible to MISO for all of its Market activities and obligations, and (iii) has demonstrated the capability to participate in its relevant Market activities.

Matching Transaction: As defined in Section 6.6 of the Agreement.

Exhibit A - Definitions

Meter Data Management Agent: An entity designated by the Market Participant that provides meter data, representing the Actual Energy Injections or Actual Energy Withdrawals at each Commercial Pricing Node for which it is designated, to MISO on a Market Participant's behalf.

MISO: Midcontinent Independent System Operator, Inc. (formerly Midwest Independent Transmission System Operator, Inc.).

MISO Market: The market operated by MISO pursuant to its Open Access Transmission, Energy and Operating Reserve Markets Tariff.

North American Electric Reliability Corporation (NERC): a not-for-profit entity whose mission is to ensure the reliability of the bulk-power system in North America. NERC develops and enforces Reliability Standards and performs other functions as authorized by FERC.

Network Integration Transmission Service agreement: The Transmission Service provided under Module B of the Tariff.

Offer Manager: TEA hosted software utilized by clients to submit Load and Resource information to TEA for purposes of making Bids and Offers to the MISO Market.

Price Sensitive Demand Bid: Demand Bid in which the Market Participant specifies a maximum price (dollars per MWh) at which the Market Participant desires to purchase the designated MWh of Energy.

Good Utility Practice: As defined in Section 16 of the Agreement.

Purchasing and Selling Entity ("PSE"): An entity that purchases or sells, and takes title to, energy, capacity, and ancillary services.

Real Time Market: Real-Time Energy and Operating Reserve Market. The Market for purchases and sales of Energy and Operating Reserve conducted by the MISO during the Operating Day

Recording: As defined in Section 29 of the Agreement.

Regional Reliability Organization: (1) An entity that ensures that a defined area of the bulk electric system is reliable, adequate and secure. (2) A member of the North American Electric Reliability Council.

Regional Transmission Organization ("RTO"): Organizations that administer the electric transmission grid on a regional basis throughout North America and may operate centralized electric energy, capacity, and ancillary services markets (e.g., MISO is an RTO).

Resource: Physical or contracted for assets generally related to having capacity and energy supplies and related transmission and fuel transportation necessary to serve Load, or meet third party contractual obligations for sale of electricity.

Scope of Work: As defined in Section 2 of the Agreement.

Supervisory Control and Data Acquisition: A system of remote control and telemetry used to monitor and control electric generation, transmission, and distribution systems.

Task Order: As defined in Section 2 of the Agreement.

Tariff: MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff.

Termination Notice Period: As defined in Section 4 of the Agreement.

Exhibit A - Definitions

Trading Products: As defined in Section 6.6 of the Agreement.

Transaction Counterparties: As defined in Section 6.6 of the Agreement.

Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive Transmission Service under Module B of this Tariff.

Transmission Owner: Each member of the ISO whose transmission facilities (in whole or in part) make up the MISO Transmission System.

Virtual Demand Bid: A bid to purchase Energy that is not backed by physical Load that is submitted in the Day Ahead Market in accordance with the procedures and requirements of the Tariff.

Virtual Supply Offer: An Offer to sell Energy that is not backed by a physical Resource that is submitted in the Day Ahead Energy and Operating Reserve Market in accordance with the procedures and requirements of the Tariff.

Virtual Transactions: Transactions related to Virtual Demand Bids or Virtual Supply Offers.

Exhibit B – CWLD Loads and Supply Resources

Market Settled Resources: The following generation resources are settled through the MISO market:

CWLD.PLANT5 – City owned 16.5 MW nameplate coal fired steam generator. It is a dispatchable resource in the MISO Market with a periodic must run commitment status and economic energy status. Unit 5 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the market and participates as economic in the ancillary services segment of the market for regulation, spinning, and online supplemental reserves.

CWLD.PLANT6 – City owned 12.5 MW nameplate gas fired combustion turbine generator. It is a dispatchable resource in the MISO Market with an economic commitment status and economic energy status. Unit 6 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the Market; however, it does not participate in the ancillary services segment of the market.

CWLD.PLANT7 – City owned 22 MW nameplate coal fired steam generator. It is a dispatchable resource in the MISO Market with a periodic must run commitment status and economic energy status. Unit 7 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the market and participates as economic in the ancillary services segment of the market for regulation, spinning, and online supplemental reserves.

CWLD.PLANT8 – City owned 35 MW nameplate gas fired boiler steam generator. It is a dispatchable resource in the MISO Market with a periodic must run commitment status and self-schedule energy status. Unit 8 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the market and participates as economic in the ancillary services segment of the market for regulation, spinning, and online supplemental reserves.

CEC Units (CWLD.CEC2CTG1, CWLD.CEC2CTG2, CWLD.CEC2CTG3, CWLD.CEC2CTG4) – Four 36 MW nameplate natural gas simple cycle combustion turbine peaking units owned by the City. It is a dispatchable resource in the MISO Market with an economic commitment status and economic energy status. CEC units are included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well.

CWLD.BLRG – This is a 6 MW wind resource contracted with Associated Electric. It is an intermittent resource in the MISO Market exempt from DIR (Dispatchable Intermittent Resource) status. CWLD.BLRG is registered as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource. However, CWLD.BLRG is typically removed from the planning resources due to the extremely low capacity factor of wind. This intermittent resource is settled through the market; however, it is not qualified to participate in the ancillary services segment of the market due to the unreliability of wind.

SIKE – SIKE is a 66 MW coal contract off the Sikeston, Missouri Plant through Board of Municipal Utilities. This resource is located in SPP, so it is either offered in and dispatched in the MISO Market with an economic commitment status and economic

Exhibit B – CWLD Loads and Supply Resources

energy status, or bilaterally sold in the Southwest Power Pool Market (SPP). SIKE is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. Columbia removes SIKE from the planning resource requirements for all possible months to allow for more lucrative bilateral sales in SPP, or deferral of energy if market prices are lower than production costs.

Non Market Settled Resources: The following generation resources are not settled in the MISO energy market. The resources are settled through the contract or as behind the meter resources. Resources may be used as part of the MISO capacity requirements:

IATAN II – Iatan II is a 20 MW capacity/ energy coal PPA (Purchase Power Agreement) through MJMEUC. This resource is currently a 100% must take energy/capacity swap through MJMEUC and settled outside the MISO market. Iatan II is included as a capacity resource in our MISO annual planning resources for the full 20 MW PRCs (Planning Resource Credit).

PSCG1 and PSCG2 – Prairie State I and II is a pro-rata share of MJMEUC's acquired undivided ownership interest in Prairie State Energy Campus. PSEC is a two-unit, coal fueled, mine mouth generating station with approximately 1600 MW in MISO. Columbia is contracted for 25 MW capacity/ energy off each unit through MJMEUC via a purchase power agreement (PPA). Prairie State is sold in to the MISO market at the Prairie State node and settled through MJMEUC outside the market. Prairie State I and II are included as a capacity resource in our MISO annual planning resources for the UCAP (Unforced Capacity) calculated by MISO on performance data submitted by the Prairie State.

ALTW.CRLK3CWLD – Crystal Lake Wind III, LLC is a PPA (Purchase Power Agreement) with NextEra for a billed percentage of a 66 MW aggregate capacity wind generation facility not to exceed 21 MW. Crystal Lake 3 is sold in to the MISO market at the AITW.CRLK3CWLD node and settled in the market by NextEra. Columbia settles with NextEra outside the market and then bills the University of Missouri (outside the market) for 50% of the purchased energy. Crystal Lake Wind III energy is not included as a capacity resource in our MISO annual planning resources.

JEFF CITY LANDFILL (AMERESCO) – This resource is a City of Columbia contract with Ameresco for a 3.2 MW nameplate (biogas) methane gas plant. This resource is BTMG (Behind the Meter Generation) used to reduce load and is not registered in MISO as a generation resource. Since the landfill is behind the meter, it is not included as a capacity resource in the MISO annual planning resources.

COLUMBIA LANDFILL – City owned 2 MW nameplate (biogas) methane gas generator. This resource is BTMG (Behind the Meter Generation) used to reduce load and is not registered in MISO as a generation resource. Since the landfill is behind the meter, it is not included as a capacity resource in the MISO annual planning resources. An additional 1 MW generator will be added prior to the end of 2013.

Distributed Diesel Generators – The City of Columbia owns nine diesel generators totaling 12.5 MW that are distributed within Columbia at the following locations: Dana (2 MW), Missouri Book Services (2MW), Shelter (2.5MW), State Farm (2MW), Water Treatment Plant (4MW). These generators are BTMG (Behind the Meter Generation) used to reduce load and are not registered in MISO as generation resources.

Exhibit C - CWLD Notices and Banking Information

BANKING INFORMATION:

Pay: U.S. Bank National Association
ABA No (ACH): 081000210
ABA No (Wire): 081000210
For the Account of: City of Columbia
Account No/CHIPS UID: 152307767508

NOTICES:

Attn: Columbia, MO Water and Light Department
Director of Water and Light Department
Address: 15 North 7th Street
Columbia, MO 65205

Telephone: 573-443-6875

Email:

CONTRACT ADMINISTRATOR:

Attn: Columbia, MO Water and Light Department
Director of Water and Light Department
Address: 15 North 7th Street
Columbia, MO 65205

Exhibit D - TEA Notices and Banking Information

BANKING INFORMATION:

Pay: Bank of America
ABA No (ACH): 063-100-277
ABA No (Wire): 026-009-593
For the Account of: The Energy Authority, Inc.
Account No/CHIPS UID: 003448276639

NOTICES:

The Energy Authority, Inc.
Attn: Contracts Manager
Address: 301 West Bay Street, Suite 2600
Jacksonville, FL 32202
Telephone: 904.356.3900

CONTRACT ADMINISTRATOR:

The Energy Authority, Inc.
Attn: Darrell R. DuBose
Address: 301 West Bay Street, Suite 2600
Jacksonville, FL 32202
Telephone: 904.356.3900

ATTACHMENT 2
Amendment No. 1 to RMA

**AMENDMENT NO. 1 TO
RESOURCE MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
THE ENERGY AUTHORITY, INC.**

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and The Energy Authority, Inc., a Georgia nonprofit corporation (hereinafter "Contractor"), both parties to the Resource Management Agreement dated December 3, 2013 (hereinafter "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Original Agreement was for Contractor to provide resource management services on behalf of City Municipal Power Plant (hereinafter "Scope of Services"); and

WHEREAS, the Original Agreement's Scope of Services was designated with task orders, specifically Task Order 1 and Task Order 2; the Original Agreement permitted subsequent amendment of the Scope of Services from time to time with additional Task Orders; and

WHEREAS, City and Contractor agree that an expansion of the Scope of Services is accomplished with Task Order 3, attached as **Attachment 2**; and

WHEREAS, the Parties wish to amend the Original Agreement to incorporate Task Order 3 as an addition to the Scope of Services pursuant to the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **General.** All terms and provisions of the Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect, except as amended in this Amendment. If there is conflict between this Amendment and Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. **Amendment.** The Original Agreement's Scope of Services is amended to include Task Order 3, attached hereto as **Attachment 2**, which is supplemental to and in addition to Task Orders 1 & 2.
3. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify, and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

DocuSigned by:
By: De'Carlton Seewood
8564D3D77F5D430...
De'Carlton Seewood, City Manager *DS*

Date: 1/18/2023

ATTESTED BY:

DocuSigned by:
Sheela Amin
4E1F069B868D40A...
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
DA01C98E738B4D2...
Nancy Thompson, City Counselor/mc *DS*

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore. Account No. 17410923-504990

DocuSigned by:
By: Matthew Lue
0032EF4594024EC...
Matthew Lue, Director of Finance *DS*

THE ENERGY AUTHORITY, INC.

DocuSigned by:
By: Joanie C. Teofilo
8D960B3C80AC478...
Name: Joanie C. Teofilo
Title: President and CEO

Date: Jan 2, 2023

**RESOURCE MANAGEMENT AGREEMENT
BETWEEN
THE ENERGY AUTHORITY, INC.
AND
CITY OF COLUMBIA, MISSOURI**

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EXHIBITS and ATTACHMENTS:

Task Order 1 – MISO Services, Bilateral Trading Services, and Risk Management Services

Task Order 2 – Natural Gas Services

Exhibit A – Definitions

Exhibit B – CMWL Resources

Exhibit C- CMWL Banking, Notices, and Contract Administrator Information

Exhibit D- TEA Banking, Notices, and Contract Administrator Information

This RESOURCE MANAGEMENT AGREEMENT (this "Agreement"), dated this 3rd day of ~~November~~ ^{December}, 2013, ("Effective Date") is made and entered into by and between THE ENERGY AUTHORITY, INC., ("TEA"), a Georgia nonprofit corporation all of the owners of which are instrumentalities of states or political subdivisions of states and the CITY OF COLUMBIA, MISSOURI ("CMWL"), a municipal corporation which owns and operates an electric generation, transmission and distribution utility known as Columbia, Missouri Water and Light Department. TEA and CMWL are sometimes referred to herein individually as a "Party," or collectively as the "Parties."

This Agreement terminates and replaces the Resource Management Agreement between TEA and CMWL dated November 16, 2004, in its entirety, including any prior amendments thereto.

1. Recitals

WHEREAS, CMWL operates its electric system primarily within the Midwest Independent Transmission System Operator, Inc. ("MISO") Energy and Operating Reserve Market; and

WHEREAS, CMWL, is seeking assistance with certain tasks pursuant to this Agreement; and

WHEREAS, TEA wishes to assist CMWL in managing such tasks subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

2. Scope of Work

Pursuant to the provisions of this Agreement, TEA shall provide the services to CMWL as described in task orders ("Task Order"), which shall be incorporated herein by reference. Task Order 1 - MISO Services, Bilateral Trading Services, and Risk Management Services ("Task Order 1"), and Task Order 2 – Natural Gas Services ("Task Order 2") attached hereto, are the first two Task Orders. The services provided pursuant to such Task Order and any additional services adopted by the Parties as an amendment to this Agreement, shall be the "Scope of Work."

3. Term and Effective Date

3.1 The term of this Agreement and Task Orders 1 and 2 is for a period of twelve (12) months from the Effective Date. At the completion of the first twelve (12) month term and each subsequent twelve (12) month term thereafter, this Agreement and Task Orders 1 and 2 shall automatically renew for an additional twelve (12) month term, unless terminated as provided in Section 4.

3.2 Except for Task Order 1 and Task Order 2, the provision of additional services, as defined in any additional Task Orders adopted by the Parties as an amendment to this

Agreement, may commence at any time after the Effective Date of this Agreement by execution of an amendment to this Agreement.

4. Termination

4.1 Either Party may terminate this Agreement and Task Order 1 by providing the other Party with a minimum of six (6) months advance written notice (the "Termination Notice Period") and provided further, that the termination effective date provided in a termination notice shall be selected to be the same date as a MISO commercial model change. Either Party may terminate Task Order 2 by providing the other Party with a minimum of six (6) months advance written notice.

4.2 During the Termination Notice Period, CMWL shall continue to make payment to TEA for the services provided consistent with the payment provisions set forth herein. During the Termination Notice Period, TEA shall perform its services in a manner reasonably calculated to effect such termination in an orderly manner and to protect the interests of the Parties consistent with the terms of this Agreement.

4.3 Except for Task Order 1, individual Task Orders for services hereof may have shorter terms and different termination provisions than this Agreement. Termination of Task Order 1 shall operate to terminate this Agreement. Termination of this Agreement shall operate to terminate any Task Order hereunder, notwithstanding any termination provisions to the contrary or in conflict with the terms of this paragraph that might be included in any such Task Order.

4.4 The Parties' rights to terminate this Agreement provided in this Section 4 are in addition to the Parties' rights to terminate this Agreement as provided in Sections 19, 30 and 34 hereof.

5. Compensation

5.1 Professional Services

The basis for and amount of compensation due TEA for the services (the "Compensation") shall be as stated in each Task Order.

5.2 Special or Unusual Expenses

Subject to CMWL's pre-approval of such expenses, CMWL shall reimburse TEA for special or unusual expenses incurred by TEA in connection with TEA's performance of services. TEA agrees to manage all such expenses in a prudent manner and provide CMWL with a reasonable accounting for all monthly out-of-pocket expenses billable to CMWL upon written request. Out-of-pocket expenses include, but are not limited to, printing, photocopying, postage, travel, business meals, telephone calls, messenger service, and other usual and customary business expenses.

Use of outside professional services billable to CMWL shall be subject to CMWL's prior authorization.

5.3 Taxes and Fees

Notwithstanding any terms or provisions in this Agreement or the Scope of Work to the contrary, CMWL shall be responsible for and shall reimburse TEA for any license, fees, or taxes, including without limitation, sales, use, property, excise, value added and gross receipts levied on the services or Trading Products provided under this Agreement, except taxes based on TEA's net income.

6. **Relationship of the Parties**

6.1 Independent Contractor

TEA shall perform the Scope of Work as an independent contractor and shall not be treated as an employee of CMWL for federal, state, or local tax purposes, workers' compensation purposes, or any other purpose. The Parties acknowledge and agree that nothing contained in this Agreement shall be deemed to create or constitute an employer-employee relationship, a partnership, or joint venture between the Parties.

6.2 Contract Administrators

CMWL and TEA shall each appoint a contract administrator that will be responsible for administering this Agreement (the "Contract Administrator"). The Contract Administrator for CMWL shall be as noted in Exhibit C and the Contract Administrator for TEA shall be as noted in Exhibit D. Either Party may change its respective Contract Administrator by giving written notice in advance to the other Party.

6.3 Cooperation of Parties

CMWL shall cooperate with TEA in effecting the Scope of Work and, as specified in the Scope of Work, shall make authorized personnel of CMWL available to TEA on reasonable notice and at reasonable times to assist in accomplishing the Scope of Work.

6.4 Non-Exclusive Relationship

6.4.1 CMWL hereby expressly acknowledges that part of the value of the services to be provided by TEA comes from TEA providing the same or similar services as contemplated under this Agreement to other entities. CMWL acknowledges that the expertise and business plan of TEA requires that it be able to represent multiple parties and that the services rendered thereby are and may be beneficial to CMWL.

6.4.2 Notwithstanding the nature of the Scope of Work, CMWL specifically acknowledges that TEA is not precluded from representing or performing similar or related services for, or being employed by, other persons, companies or organizations.

6.4.3 CMWL further acknowledges that TEA, from time-to-time, has established, or may establish, contractual relationships with both users of power resources and

generators or producers of such power resources. Notwithstanding the existence of such contractual relationships, CMWL desires the assistance of TEA as provided in this Agreement. CMWL specifically represents to TEA that the existence of such contractual relationships does not in and of itself create a conflict of interest unacceptable to CMWL.

6.4.4 The Parties specifically recognize and accept that there may be purchases and sales of power, natural gas and financial instruments between and among TEA clients, including CMWL, and that such transactions are the normal course of business in providing the services and that such transactions do not create any conflict of interest for TEA in carrying out its obligations pursuant to this Agreement.

6.4.5 Notwithstanding the foregoing provisions of this Section 6, CMWL shall not, during the term of this Agreement, (i) enter into any agreement or arrangement with any other entity for services that are identical to or similar in scope, object or purpose to the Scope of Work provided by TEA under this Agreement, (ii) make any sales or purchases of electric capacity or energy at wholesale, for a term of one year or less, except through TEA, or (iii) in the event services are provided pursuant to Task Order 2, make any sales or purchases of natural gas at wholesale, for a term of one year or less, except through TEA, for the period of time in which Task Order 2 is in effect.

6.5 Allocation of Trading Products

6.5.1 CMWL recognizes that from time to time the Trading Products (as defined below) that TEA purchases or sells for CMWL and other entities may require allocation of amounts available among all such entities including CMWL. Decisions by TEA to purchase Trading Products from CMWL and sell the same into the market, or to purchase Trading Products from the market and sell the same to CMWL, will be made on a non-discriminatory basis and will be based on the same methods and procedures used to purchase or sell Trading Products on behalf of TEA's other clients that hold agreements similar to this Agreement.

6.6 Provision of Trading Services utilizing TEA Trading Agreements

6.6.1 TEA shall provide trading services as agent for CMWL, unless, in accordance with a Scope of Work, TEA and CMWL agree that TEA shall provide trading services on behalf of CMWL as principal in the transaction, including, but not limited to, transacting as principal in the transaction with third parties for electricity products, or with a Regional Transmission Organization ("RTO"). In the event that TEA is providing trading services as principal, then TEA shall provide such trading services on behalf of CMWL utilizing TEA's trading agreements for electric power, natural gas, RTO services, and associated transmission, transportation and other related services ("Trading Products") between TEA and other counterparties. In performing such trading services, TEA will, on the terms and subject to the conditions set forth in this Agreement, be

entitled to enter into matching purchase or sale transactions with CMWL and third party transaction counterparties (“Transaction Counterparties”) under which TEA may purchase Trading Products from CMWL for resale to one or more Transaction Counterparties, or may purchase Trading Products from one or more Transaction Counterparties for resale to CMWL (any such transaction with a Transaction Counterparty, a “Matching Transaction”).

- 6.6.2 Notwithstanding any terms of this Agreement or the Scope of Work, nothing contained in this Agreement or the Scope of Work hereto shall be construed as requiring TEA to execute any transaction as principal in the transaction where such transaction or traded commodity or instrument is regulated under regulations promulgated pursuant to the “Dodd-Frank Act.”
- 6.6.3 Unless otherwise mutually agreed to by the Parties, any Trading Products purchase or sale transaction between TEA and CMWL under a Matching Transaction shall (i) be on the same terms and conditions (except as to quantity, billing and payment) as the terms and conditions of the applicable Matching Transaction between TEA and the applicable Transaction Counterparty; (ii) in the event that TEA purchases Trading Products on behalf of CMWL in a Matching Transaction, TEA shall resell such Trading Products to CMWL at the same price as TEA paid for such Trading Products, and CMWL shall pay TEA the amount payable by TEA to the Transaction Counterparty and the amounts payable to any third parties related to the purchase of Trading Products for resell to CMWL, including, but not limited to, transmission service charges, transmission loss payment costs, RTO fees and assessments, and the like, incurred by TEA (iii) in the event that TEA purchases Trading Products from CMWL for purposes of resale to a Transaction Counterparty under a Matching Transaction, TEA shall pay to CMWL the amount paid by the Transaction Counterparty to TEA less the amounts payable to any third parties related to the purchase of Trading Products from the CMWL for resale to a Transaction Counterparty, including, but not limited to, transmission service costs, transmission loss payment costs, Regional Transmission Organization fees and assessments, and the like, incurred by TEA.
- 6.6.4 Notwithstanding any other provision of this Section 6 to the contrary, if the Transaction Counterparty to a Matching Transaction is another TEA client for which TEA is providing trading services, the price of the transaction shall be set at market.
- 6.6.5 CMWL may be requested by TEA to provide credit enhancement to support CMWL-specific transactions executed by TEA as principle in the transaction. CMWL may, in its sole and exclusive discretion, decline to provide credit enhancement and in which case TEA will offer to execute the transactions as CMWL’s agent making CMWL principal to the transaction directly between CMWL and the counterparty and with the counterparty relying on CMWL’s credit. In the event that CMWL declines such a request for credit enhancement and TEA is unable to execute the transaction as agent as described in this section,

then TEA shall have no obligation to proceed with the transaction in regard to which the enhancement was requested.

- 6.6.6 If CMWL's credit in use approaches CMWL's credit limit as set by TEA, TEA will notify CMWL as soon as practicable to discuss alternatives and possible remedies to replenish CMWL's available credit. Although TEA shall be under no obligation to permit CMWL's credit in use to exceed its credit limit established by TEA, if CMWL's credit in use does exceed the credit limit established for CMWL by TEA, TEA will notify CMWL as soon as practicable and TEA and CMWL will cooperate to put remedies in place to reduce CMWL's credit in use to a level below CMWL's credit limit and/or CMWL will provide credit support acceptable to TEA. However, if the above efforts are not successful and notwithstanding any billing or payment terms in this Agreement or any Task Order to the contrary, TEA, in its sole discretion, may tender invoices as frequently as daily and to demand payment (and prepayment) from CMWL as reflected in such statements as promptly as it deems appropriate so long as such accelerated schedule is prompted, in TEA's sole judgment, by market conditions or credit concerns. If CMWL fails to pay any amounts due TEA in accordance with the accelerated schedule, the payments shall be deemed overdue, and interest shall accrue on any unpaid amounts as provided herein.
- 6.6.7 TEA shall not be liable to CMWL for the failure of any counterparty to pay or perform on its obligations. In the event of such failure, TEA shall pursue any action against such defaulting entity at the direction of CMWL, upon being provided with indemnity therefor satisfactory to TEA in its sole discretion, at CMWL's sole cost and expense.
- 6.6.8 Under no circumstances shall TEA be liable to CMWL for the failure of an RTO to pay, or for assessments made by the RTO for any of the RTO's market participants' failure to pay or perform, related to transactions with the RTO performed on CMWL's behalf by TEA as principal in the transaction (i.e. TEA acting as Market Participant on CMWL's behalf).
- 6.6.9 If CMWL interrupts a financially firm sale transaction without the contractual right to do so, TEA shall use reasonable efforts to purchase replacement capacity and energy in the wholesale market place and deliver it to the original purchaser. CMWL shall receive any resulting gain or be responsible for any resulting loss on the transaction.
- 6.6.10 If CMWL interrupts a financially firm purchase transaction without the contractual right to do so, TEA shall use reasonable efforts to sell the purchased capacity and energy in the wholesale market place. CMWL shall receive any resulting gain or be responsible for any resulting loss on the transaction.
- 6.6.11 At CMWL's request, TEA will make available for inspection by CMWL a list of TEA bilateral trading counterparties and associated credit limits. CMWL may disapprove in writing any trading counterparty for future trades associated with

CMWL's power supply resources or load; provided however, that the terms of this section 6.6.11 shall not apply to MISO or any other RTO in which TEA is obligated to conduct business for CMWL under the terms of this Agreement.

6.6.12 In the event transactions were entered into by TEA on behalf of CMWL utilizing TEA's trading agreements that extend beyond the specified termination date of this Agreement, TEA and CMWL will continue to operate under the terms of this Agreement with regard to such transactions until such time as the transactions terminate or are fully settled. However, CMWL shall not be required to pay the full monthly management fee. Rather, the Parties may negotiate a new agreement to allow for a fair and reasonable fee, less than the then current monthly fee, for TEA's services related to the remaining transactions. Nothing in this Agreement shall prevent TEA and CMWL from agreeing to settle these transactions prior to the normal settlement date for the transactions. Obligations between the Parties to pay for transactions or other services affected or rendered prior to termination shall remain in force notwithstanding the termination of this Agreement.

7. Indemnification

- 7.1 Subject to the limitations contained in Section 8 hereof, TEA and CMWL, to the extent permitted by applicable law, agree to indemnify, hold harmless and defend the other Party and its respective officers, directors, members, subsidiaries, affiliates, partners, and employees from any and all liabilities, claims, actions, legal proceedings, demands, damages, losses, penalties, forfeitures and suits, and all costs and expenses incident thereto (including, but not limited to, costs of defense, settlements and reasonable attorneys' fees), which the other Party may here after incur, become responsible for, or pay out as a result of the death or bodily injury to any person or the destruction or damage to any tangible property caused in whole or in part by any negligent or wrongful act or omission of the indemnifying Party, its employees, officers, directors, members, subsidiaries, affiliates, partners, agents or subcontractors, in the performance of this Agreement. Neither Party shall be required to indemnify the other Party for liabilities, claims, suits, actions, legal proceedings, demands, damages, penalties, forfeitures and suits, and all costs and expenses incident thereto (including, but not limited to, costs of defense, settlements and reasonable attorneys' fees) caused by the negligence or wrongful act or omission of the other Party.
- 7.2 Notwithstanding the foregoing provisions of this Section 7, if TEA is obligated to indemnify CMWL pursuant to the provisions of this Agreement, such indemnity obligation shall be subject to all limitations, rights and privileges afforded to CMWL as if TEA were treated as a municipal corporation under Missouri law for purposes of determining whether any limitations, rights or privileges were available to limit liability for indemnity. TEA represents that it will not be treated as a municipal corporation under Florida law under which there may be limitations (as opposed to the limitations prescribed in this Section 7) upon its ability to indemnify CMWL hereunder.

8. **Limitation of Liability**

- 8.1 TEA shall not be liable to CMWL for errors made in the provision of the services unless such errors are the result of gross negligence or willful misconduct on the part of TEA.
- 8.2 The cumulative maximum amount of TEA's liability, if any, arising from any and all claims, lawsuits, actions, other legal proceedings by CMWL or any other person or entity arising out of or in connection with TEA's performance or nonperformance hereunder, whether based upon contract, warranty, tort, strict liability, or any other theory of liability, shall be no more than the previous six months' Compensation collected by TEA from CMWL for services hereunder (exclusive of payments made for expenses). If TEA should be liable to CMWL pursuant to the provisions of this Section 8, payments shall be effected by offsetting monthly amounts due from CMWL to TEA as set forth in the provisions relating to compensation in the Scope of Work. If TEA terminates this Agreement during the period in which its liability payments to CMWL are being offset against monthly amounts due from CMWL to TEA, TEA shall be obligated to pay any remaining liability payments upon the effective date of such termination.
- 8.3 Neither CMWL nor TEA shall be liable to the other Party for any indirect, consequential, incidental, special or punitive damages, of any kind or nature whatsoever, including but not limited to lost profits or revenues, lost records or data, lost savings, loss of use of a facility or equipment, or loss by reason of increased cost or expense; provided, however, that the foregoing shall not limit the enforceability of any provisions in any trading agreement that may apply to transactions between CMWL and TEA. The provisions of this Section 8 take precedence over any conflicting provision of this Agreement, any Task Order, or any document incorporated into or referenced by this Agreement or any Task Order.
- 8.4 TEA makes no warranties whatsoever, express or implied, regarding the services or performance thereof, including but not limited to any warranty of fitness for a particular purpose.

9. **Notices**

Any notices, requests, demands or other communications required to be given shall be in writing and shall be deemed to have been duly given if (i) delivered by hand, (ii) mailed by registered or certified mail, postage prepaid, or sent by a reputable overnight carrier such as FedEx, or (iii) sent by facsimile equipment providing evidence of successful facsimile transmission, and addressed to the Contract Administrator for the Parties at their addresses as provided in exhibits to this Agreement, or such changed addresses as may be forwarded to the other Party consistent with this Section 9.

10. **Entire Agreement**

This Agreement supersedes any and all prior or contemporaneous agreements, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made with respect to

the subject matter of this Agreement that are not embodied in this Agreement, including any exhibits or schedules attached hereto.

11. Proprietary Interest

TEA shall retain sole ownership of any patent, copyright, trade secret, trademark, or service mark that TEA has developed or acquired in providing the services under this Agreement. CMWL acknowledges and agrees that TEA shall be the sole owner of any intellectual property rights related to software and computer programs, trading strategies, risk management and hedging programs developed by TEA under this Agreement and that CMWL is not receiving any license to use any of those intellectual property rights. TEA shall have the right to use, license and receive royalties or fees for the use of any of the intellectual property rights developed by TEA under this Agreement.

12. Exhibits

All exhibits and Task Orders attached to this Agreement are a part hereof as if set out in full herein.

13. Governing Law

This Agreement shall be subject to and construed under the laws of the State of Florida without resort to its conflicts of laws principles.

14. Compliance with Law

Notwithstanding any other provision of this Agreement, TEA and CMWL shall at all times during the term of this Agreement comply with all applicable laws, regulations, orders and decrees of governmental authorities with jurisdiction.

15. Authorization

The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

16. Standard of Care

The standard of care applicable to provision of the services will be that of “Good Utility Practice.” Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period to operate electric equipment and associated mechanical and civil facilities lawfully and with safety, reliability, efficiency and expediency; or in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to produce the desired result consistent with applicable law, safety, reliability, efficiency and expediency. Good Utility Practice is not limited to the optimum practice, method or act to the exclusion of all others, but rather deemed to be among a range of acceptable practices, methods or acts in the region. Nothing in this Agreement shall be construed to create any duty to or any standard of care with reference to any person not a party to this Agreement.

17. Successors and Assignment

- 17.1 Neither Party shall assign this Agreement to any person or entity without the written consent of the other Party.
- 17.2 Nothing contained in this Section 17 shall be construed to prevent the Parties from making a collateral assignment of the revenues due under the terms of this Agreement. No assignment, merger or consolidation shall relieve any Party of any obligation under this Agreement.
- 17.3 Subject to the foregoing restrictions in this Section 17, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns.

18. Amendment

This Agreement may be amended only by an instrument in writing signed by the Parties.

19. Nature of CMWL's Obligations

The obligations of CMWL under this Agreement, which require the expenditure of funds, shall be limited obligations, subject to the availability of funds appropriated for those purposes and payable out of revenues received from the sale of electricity to CMWL's utility customers only and shall not be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of any limitations contained in the Constitution and the Laws of the State of Missouri. CMWL covenants to include in its budget each year sufficient funds to pay its obligations under this Agreement. CMWL shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenue to cover all of the costs CMWL incurs to supply electricity to its utility customers, including but not limited to, the cost of paying its obligations under this Agreement. CMWL shall provide TEA with a minimum of 30 days' advance written notice of its failure to have funds appropriated to pay TEA amounts due under this Agreement. Notwithstanding the provisions of Section 4 of this Agreement, should CMWL be unable to pay TEA for its services hereunder, TEA shall, in its sole and absolute discretion, be permitted to terminate this Agreement on any date CMWL ceases to make payment to TEA of amounts due hereunder or fails to appropriate sufficient funds to pay its obligations hereunder. Notwithstanding the foregoing, nothing herein shall be construed to excuse payment by CMWL of amounts due for purchases of energy, ancillary services, transmission service or any other market products purchased for its account by TEA pursuant to the terms of this Agreement.

20. Severability

If any provision of this Agreement shall be deemed invalid or unenforceable in any respect for any reason, the validity of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

21. Waiver

A provision of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

22. Further Assurances

From time to time, each of the Parties shall execute, acknowledge and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

23. No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties, any right or remedy of any nature whatsoever.

24. No Provision of Legal Services by TEA

CMWL acknowledges that, with respect to the services rendered or to be rendered by TEA under this Agreement: (i) TEA is not authorized to give legal advice and (ii) TEA does not intend to give and has not given CMWL legal advice. CMWL represents to TEA that CMWL (i) has obtained and shall obtain legal advice from CMWL's own legal counsel regarding the legal aspects of any advice given or services performed by TEA under this Agreement and (ii) has not relied and shall not rely on TEA for the giving of legal advice. CMWL hereby waives and releases any claim that CMWL may now or hereafter have that CMWL has relied, directly or indirectly, on any advice given by TEA, or to be given by TEA, in connection with this Agreement as being in the nature of legal advice, and further waives and releases any claim for damages resulting therefrom.

25. Billing and Payment

25.1 Billing and payment terms shall be as provided in each Task Order. Payments shall be made by Automated Clearing House (ACH) transfer or wire transfer in United States Dollars. Each Party's banking information is provided in exhibits to this Agreement and a Party's account information may be amended by providing the other Party written notice.

25.2 Payments not received by a due date pursuant to this Agreement or any Task Order hereunder shall be considered overdue. Interest shall accrue on any unpaid amounts as of the day after such due date at a rate equal to the prime interest rate as established by Bank of America plus three hundred (300) basis points.

25.3 In the event that any portion of an invoice related to a Matching Transaction is in dispute, then the dispute shall be governed by the dispute provisions of the market rules or contracts governing the specific transaction with the Transaction Counterparty.

25.4 In the event that any portion of an invoice for TEA's Compensation is in dispute, the undisputed amount shall be paid when due and payment may be withheld on the disputed amount. CMWL shall notify TEA immediately of the reason for the dispute and the

Parties shall cooperate to resolve the dispute. If either Party, after payment is made, discovers an error that is discernible from the terms of the invoice, the disputing Party has the right to dispute the error within ninety (90) days from the date of invoice or within ninety (90) days from termination of this Agreement, whichever comes first. Upon determination of the correct billing amount, if the disputed amount is found owing to the other Party, it shall promptly be paid to the other Party after such determination together with interest as calculated above. For disputed amounts or billing errors that are discovered through the exercise of the audit rights pursuant to this Agreement, the other Party must receive written protest within one year from the date of the invoice.

26. Resettlement

From time-to-time transactions that may have otherwise been fully completed and settled may be required to be resettled due to market rules (often in the case of RTO markets) or order of a court, regulatory authority, or other entity with jurisdiction to order such. If such resettlement related to any transaction performed by TEA on behalf of CMWL results in a refund to TEA from a third party, TEA shall pay to CMWL any such refund received by TEA. If such resettlement related to any transaction performed by TEA on behalf of CMWL results in a TEA owing any amount to a third party, CMWL shall pay to TEA any such amount owed by TEA. This provision shall survive the termination of this Agreement

27. Audit Rights

27.1 During the term of this Agreement and for one year following the effective date of termination, each Party may audit the other Party's books and records for the most recently past twelve month period for the sole purpose of verifying the calculation of payments made or received, including the calculation of pricing or Compensation due pursuant to this Agreement; provided that neither Party may conduct more than one such audit during any consecutive six-month period; and further provided, that the Parties' audit rights under this Section 27 shall not extend the period identified in the Task Orders during which the Parties may dispute errors discernible from the terms of the invoices. Furthermore, following termination of this Agreement, neither Party may conduct more than one such audit during the one-year period referred to above. Any such audit shall be conducted at the audited Party's offices during its normal business hours, at the auditing Party's own expense. Copies of audit reports shall be provided to the non-auditing Party upon such Party's payment of copying and delivery costs. If, following such audit, the Parties agree that any billing or payment in the previous year was incorrect, or it is otherwise found that such be the case, a corrected bill or payment shall be prepared and a corrected billing submitted as provided for in Section 25. Any such payments shall include applicable interest at the Interest Rate, accrued as of each payment's original Due Date.

27.2 Each Party shall maintain the confidentiality of the other Party's accounting records and supporting documents in compliance with Section 33 herein and shall use them only for the purpose of confirming the accuracy of billings and payments under this Agreement.

In the event such information is required to be disclosed in a legal or regulatory proceeding, or otherwise required to be disclosed by law, the affected Party shall notify the other Party at the time of the request so that the affected Party may seek at its own expense to preserve the confidentiality of the information.

28. Force Majeure Event

28.1 Neither Party to this Agreement shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. A Party shall not, however, be relieved of liability for failure of performance if such failure is due to events arising out of removable or remediable events which it fails to remove or remedy with reasonable dispatch. Any Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a strike or labor disagreement against its will. Notwithstanding the provisions of this Section 28, payment of liquidated damages or penalties due to nonperformance under the terms and conditions of transactions entered into on CMWL's behalf shall not be excused because of a Force Majeure Event.

28.2 If the claim of Force Majeure Event is in respect to any Matching Transaction or Trading Product, the force majeure provisions of the TEA trading agreement under which such Matching Transaction or Trading Product is provided shall govern such claim. For purposes of this Agreement, "Force Majeure Event" means an event that prevents the claiming Party from performing any of its obligations under or in connection with this Agreement, that is not within the reasonable control of, or the result of the negligence of, the claiming Party, and that by the exercise of due diligence the claiming Party is unable to avoid, cause to be avoided, or overcome. Force Majeure Events may include, but are not restricted to: acts of God; acts of the public enemy, war, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, firestorms, hurricanes, tornadoes, floods, washouts, and extreme weather conditions; fire, explosion, breakage, freezing or accidents; strikes, lock-outs or other industrial disturbances or labor disputes; labor or material shortage; sabotage; and order or restraint by governmental authority (so long as the claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such order or restraint).

29. Recording

Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party (i) consents to the monitoring of, and creation of a tape or electronic recording ("Recording") of, all telephone conversations between the Parties to this Agreement, (ii) agrees that any such Recordings will be retained in confidence to the extent allowed by law, and secured from improper access, and (iii) acknowledges that such Recordings may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. The Recording, and the terms and conditions of a transaction discussed by the Parties in such Recording, if admissible, shall be the controlling evidence of the

Parties' agreement with respect to a particular transaction between the Parties in the event a confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a confirmation, such confirmation shall control in the event of any conflict with the terms of a Recording.

30. Default

30.1 Each of the following shall constitute an "Event of Default" under this Agreement:

30.1.1 the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three business days after written notice;

30.1.2 any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

30.1.3 the failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within three business days after written notice; or

30.1.4 a Party becomes Bankrupt. For purposes of this Agreement, "Bankrupt" means with respect to either Party, the Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

30.2 Upon delivery of written notice by one (1) Party to the other that an Event of Default has occurred, the defaulting Party shall have five (5) days from receipt of such notice to cure such Event of Default. The failure or inability of such Party to cure such Event of Default shall constitute a default; and if the default is not caused by a Force Majeure Event as described in Section 28.2 hereof, the non-defaulting Party may immediately terminate this Agreement. Both Parties shall continue to make payments then due or becoming due with respect to performance or payment obligations which arose prior to the date of termination.

31. Employment of Unauthorized Aliens Prohibited

TEA agrees to comply with Missouri State Statute section 285.530 in that TEA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the TEA shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. TEA shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. TEA shall require each subcontractor who

provides services to it in respect of this Agreement to affirmatively state in its contract with TEA that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. TEA shall also require each subcontractor to provide TEA with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

32. Certain Representations

- 32.1 CMWL represents that (i) one of the principal governmental purposes of CMWL is to provide reliable electric service to its customers on the most favorable basis that such service can be provided and the transactions that TEA will engage in for CMWL are directly analogous to transactions that CMWL has directly engaged in (or could engage in) and will be performed instead by TEA to increase efficiency, reduce costs, and provide other benefits to enable CMWL to better serve its customers; and (ii) CMWL is either not subject to federal income tax or its income is exempt under Section 115 of the Internal Revenue Code.
- 32.2 Each Party represents and warrants to the other Party that it is and will remain duly organized, validly existing, and in good standing under the laws of the state of its organization throughout the term of this Agreement, and that the execution, delivery and performance of this Agreement are within its express or implied statutory powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or applicable laws.

33. Confidentiality

The Parties acknowledge that certain information and materials exchanged during the term of this Agreement contain proprietary and confidential information ("Confidential Information") of the disclosing Party. Confidential Information shall specifically include, but not be limited to any information disclosed in written form and clearly marked "Confidential." The receiving Party agrees that such Confidential Information shall be held confidential, to the extent permitted by law, under the same safeguards as it treats its own confidential information and that it will not use, copy or disclose the Confidential Information other than for the sole purpose of supporting or performing the services in connection with this Agreement. The Confidential Information may be disclosed to officers, directors, employees, agents, representatives or consultants (who shall agree to be bound by the terms of this Section 33) of the receiving Party on a need to know basis and shall not be disclosed to any such third party without first having obtained the written permission of the disclosing Party. Confidential Information shall specifically exclude any information which the receiving Party can show (i) was known to or was independently developed by the receiving Party without access to or use of the Confidential Information of the disclosing Party, (ii) was disclosed to the receiving Party in good faith by a third party who had the right to make such disclosure, (iii) was made public by the disclosing Party, or was established to be part of the public domain other than as a consequence of a breach of the Agreement by the receiving Party, or (iv) is independently developed by the receiving Party without use of the disclosing Party's

Confidential Information as shown by documents and other competent evidence in the receiving Party's possession. If the receiving Party is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceeding or similar legal or regulatory process to disclose any Confidential Information supplied to the receiving Party by the disclosing Party, the receiving Party shall provide the disclosing Party with prompt notice of such request(s) so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. However, disclosure pursuant to a legal order or statutory obligation shall not constitute a breach of this Section 33. Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law).

34. No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities as provided by federal and state constitution or law. Each Party represents and warrants that there is presently no federal or state constitution provision or law that would provide a sovereign, governmental or official immunity to the performance of its obligations under this Agreement. To the extent either Party becomes aware of any later enacted or adopted state constitutional provision or law that does provide a sovereign, governmental or official immunity to the performance of its obligations under this Agreement, it will promptly notify the other Party in writing, and such other Party may terminate this Agreement, if, in the exercise of its reasonable judgment, it determines that its rights hereunder have been adversely affected.

35. WAIVER OF JURY TRIAL.

THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR LAWSUIT BROUGHT BY EITHER PARTY AGAINST THE OTHER, AT ANY TIME, ARISING OUT OF THIS AGREEMENT OR SUBJECT MATTER OF THIS AGREEMENT.

* SIGNATURES ARE ON THE NEXT PAGE *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their respective duly authorized representatives as of the date first above written.

CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

By: _____

Name: Mike Matthes

Title: City Manager

By: _____

Name: Joanie C. Teofilo

Title: President and CEO

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Task Order 1

MISO Services, Bilateral Trading Services, and Risk Management Services

This Task Order 1 ("Task Order") is made part of the Resource Management Agreement between THE ENERGY AUTHORITY INC. ("TEA") and the CITY OF COLUMBIA, MISSOURI ("CMWL"), dated ~~November~~ ^{December} 3, 2013 (the "Agreement"), and is subject to all the terms and conditions of the Agreement. TEA and CMWL are sometimes referred to herein individually as a "Party," or collectively as the "Parties."

This Task Order is divided into four sections. Section A addresses services provided by TEA to manage CMWL's Resources in the MISO Market. Section B addresses the services provided to execute and manage Bilateral Transactions with counterparties. Section C addresses risk management services, and Section D addresses regulatory related services.

Compensation for Services Described In This Task Order

Except where additional charges may apply as noted in the Task Order, and subject to the escalation provisions in the paragraph below, TEA shall provide the Services in accordance with the Task Order for the fixed fee of \$45,000 per month.

Commencing on the first day of January 2014, and each January first thereafter, for the term of the Agreement, TEA's fees will escalate at the greater of (i) four percent (4%) or (ii) the percentage increase in the U.S. Consumer Price Index (CPI-U, not seasonally adjusted, U.S. City average, all items) from January through December of the previous year. Under no circumstances shall the increase in fees pursuant to this paragraph be greater than eight percent (8%).

The services and pricing are based on CMWL's current portfolio of Loads and Resources listed in Exhibit B and current market design. Future significant changes to CMWL's Loads or Resources or the energy markets may require adjustment to the scope and pricing as mutually agreed to by the Parties. Examples of 'significant changes' to CMWL's portfolio would include addition of generation Resources or transactions not listed in Exhibit B that would require additional manpower or special handling on TEA's part, or market changes that result in additional software license fees, manpower, or other added cost to TEA. CMWL and TEA agree to work in good faith in the event significant changes occur and to determine an appropriate amendment to this Task Order, given the circumstances.

Within the Task Order, certain of TEA's systems, software, and vendors may be mentioned by name for clarity. TEA reserves the right to change its systems, software, vendors, or processes at any time, at its sole discretion.

Term and Termination

This Task Order shall become effective on the date the Agreement becomes effective and may be terminated in accordance with the provisions of Section 4 of the Agreement.

Section A – MISO Services

I. SUMMARY OF THE MISO SERVICES

Subject to the terms of the Agreement, including, but not limited to Section 6.6, TEA shall be the Market Participant (“MP”) with the MISO for the purposes of this Section A of this Task Order. TEA will provide the interface between CMWL and the MISO Market. TEA will coordinate with CMWL’s operations staff and make all bids and offers into the MISO Market, receive awards from the MISO Markets, provide settlement, manage payments, and provide dispute resolution on CMWL’s behalf. CMWL shall provide to TEA, in a timely manner, information required by TEA pursuant to this Task Order to prepare and submit bids, offers, and any other submittal as required by MISO.

From time-to-time, TEA as a Purchasing and Selling Entity, or CMWL as a Load Serving Entity may be required to submit information to Regional Reliability Organizations related to audits or other inquiries. The Parties shall cooperate with each other and provide to each other any information acquired and maintained related to the services provided pursuant to this Agreement as necessary to comply with such audit or inquiry. This provision does not require any other actions by either Party related to such an audit or inquiry of the other Party.

II. MISO SERVICES

Commercial Model and Resource Adequacy

TEA shall assist CMWL in identifying CMWL’s information required to register and maintain such registration of CMWL’s assets in the MISO commercial model. TEA shall assist CMWL in identifying CMWL’s information required to comply with MISO’s resource adequacy requirements in accordance with “Module E” of the Tariff. CMWL shall provide information pursuant to this section to TEA and TEA shall coordinate submission of the information to MISO.

Day Ahead Demand Bids

CMWL shall provide TEA with a Load Forecast for each of CMWL’s Load points in MISO. CMWL shall share this information via software provided by TEA (currently “Offer Manager”). CMWL shall submit Fixed Price Demand Bids or Price Sensitive Demand Bids, if any, to TEA via the Offer Manager. TEA shall format the data as the appropriate demand bid and submit to the MISO Day Ahead Market.

Generation Offers

CMWL shall submit costs and operational parameters for its generating units and supply contracts to TEA via the Offer Manager. TEA shall format data as offers and submit to the MISO Day Ahead and Real Time Markets as appropriate. TEA shall provide 24-hour MISO coverage to allow for Real Time Market submissions to the MISO.

Day Ahead Hedge Strategies

Each day as forecast for the next seven days, CMWL shall submit to TEA a Load Forecast, unit input/output curve coefficients, fuel costs, and other system information pertinent to strategy development. TEA shall use reasonable efforts to provide market guidance, analysis, and insights to assist CMWL in optimizing its Load and Resources in the MISO Market.

Data verification

TEA shall monitor and compare information resident in the MISO portal with CMWL's submitted information and use commercially reasonable efforts to validate Day Ahead Market and Real Time Market data submissions.

IMM Violation Checks

TEA shall evaluate CMWL's fixed and variable generation cost data against limits provided by the MISO Independent Market Monitor to aid in avoiding limit violations; provided however, TEA provides no warranty or guarantee that such violations will be avoided. In the event potential violations are identified, TEA will communicate recommended resolutions to CMWL and make reasonable efforts to adjust the offending data in the MISO portal.

FinSched and Contract Management

TEA shall provide CMWL with information, as it becomes evident to TEA, of transaction opportunities to purchase or sell to third party counterparties within the MISO Market (such transaction referred to as a "FinSched"). TEA shall not execute such transaction as described in this section without the prior approval of CMWL and execution of such transactions shall be subject to the terms of this Agreement. In the event such FinSched is executed, TEA shall input the details of such transaction into the MISO portal.

Virtual Transaction Management

Either Party may from time-to-time identify an opportunity to utilize Virtual Transactions to mitigate operational risks. In such an event, the Parties shall consult with each other and TEA shall provide market information and recommendations related to the suggested Virtual Transaction. CMWL shall submit Virtual Transactions, if any, to TEA via the Offer Manager and such submission shall constitute CMWL's authorization to TEA to submit such Virtual Demand Bid or Virtual Supply Offer to the MISO Market for execution.

MISO Transaction Reports

TEA shall provide a Day Ahead Awards Report to CMWL. This report includes all Load, generation, and Virtual Transaction awards, and Locational Marginal Prices and Market Clearing Prices for all points in CMWL's portfolio. This report will be made available to CMWL via the then current method utilized by TEA to provide such report.

Financial Transmission Rights ("FTR") and Auction Revenue Rights ("ARR")

TEA shall tabulate CMWL provided information and register the CMWL portfolio for the MISO ARR allocation. TEA shall review and validate MISO entitlements for network, point-to-point, and Grand-Fathered Agreement entitlements. In consultation with CMWL, TEA shall manage the multi-stage MISO ARR nomination and allocation process for Candidate Auction Revenue Rights, including requests for new Resource points. TEA shall recommend ARR/FTR based on market simulation runs that observe changes in the system topology. TEA shall bid on MISO FTRs as authorized by CMWL. TEA shall input and track CMWL owned FTRs through its deal capture systems and provide FTR valuations to CMWL.

Transaction Pricing

Unless otherwise mutually agreed to by the Parties, the pricing of electricity Trading Products transacted with the MISO Market pursuant to this Section A of this Task Order shall be pursuant to Section 6.6.3 of the Agreement.

Functions performed by CMWL:

The following MISO-related services are considered 'out of scope' for the purposes of this Agreement and shall be performed by CMWL. However, MISO may require certain data submittals or filings that would otherwise be performed by CMWL under this Agreement, to be performed by the MP. In such an event, CMWL shall prepare the data submittal or filing and provide it to TEA and TEA shall deliver it to the MISO on CMWL's behalf. Out of scope services include, but are not limited to the following:

- (a) CMWL shall maintain and monitor the network reservations for CMWL and manage its Network Integration Transmission Service agreement.
- (b) Any interaction or obligations with MISO not provided pursuant to this Task Order, including but not limited to provision of any System Control and Data Acquisition systems or telecommunications interconnections with MISO, any reliability obligations or functions, or any activities related to CMWL being a Transmission Owner.
- (c) Load forecasting.
- (d) Meter Data Management Agent functions.
- (e) Generator outage or curtailment reporting.

III. MISO SERVICES SETTLEMENT, BILLING, AND PAYMENTS

TEA shall provide CMWL with a statement of MISO settlement activities on a regular basis in coordination with MISO's settlement calendar (currently weekly). Other reporting may be

provided by TEA as mutually agreed to by the Parties. Customized reports may require a set-up fee and/or maintenance fee depending on complexity and work involved in developing and producing the report.

TEA shall provide shadow settlement of CMWL related business with MISO and reconcile MISO invoices. Should TEA or CMWL dispute a MISO invoice amount, then TEA shall file a dispute with MISO pursuant to the MISO tariff. Once a dispute determination has been made by MISO, further appeals or action from TEA on CMWL's behalf would be provided as requested and paid for by CMWL under a separate agreement.

As it relates to services provided pursuant to this Section A of this Task Order, TEA shall make payments to the MISO and receive payments from the MISO and payments between CMWL and TEA shall be made on the following terms: (i) if an amount is owed MISO, then CMWL shall make payment to TEA one business-day prior to the date TEA must make payment to the MISO; (ii) if an amount is received from an MISO, then TEA shall make payment to CMWL one-business day after funds are received from the MISO.

Section B - Electricity Bilateral Trading

I. SUMMARY OF ELECTRICITY BILATERAL TRADING SERVICES

Subject to the terms of the Agreement, including, but not limited to Section 6.6, and the terms of Section B of this Task Order, and unless otherwise agreed to by the Parties, TEA shall provide bilateral trading services as principal in the transaction for Bilateral Transactions in electricity products for physical delivery with terms of one year or less and with delivery dates within the next year. Execution of any other transaction by TEA pursuant to this Section B of this Task Order not in conformance with the terms of this paragraph shall be as agent unless otherwise agreed to by the Parties.

Execution of any financially settled transaction by TEA, either as agent or as principal in the transaction, for CMWL's account shall be only as agreed to by the Parties.

Bilateral Trading Services

Bilateral trading services include market price discovery for up to one year into the future; negotiating and executing Bilateral Transactions; and scheduling services, including arranging required transmission service for Bilateral Transactions executed by TEA and creation of NERC e-tags as necessary. TEA shall provide a transaction summary that includes the details of each Bilateral Transaction.

Transaction Pricing

Unless otherwise mutually agreed to by the Parties, the pricing of electricity Trading Products pursuant to this Section B of this Task Order shall be pursuant to Section 6.6.3 of the Agreement.

II. SETTLEMENT, BILLING AND PAYMENTS, BILATERAL TRANSACTIONS EXECUTED BY TEA AS PRINCIPAL IN THE TRANSACTION

On or before the fifth business day of each month, TEA shall provide CMWL with a statement of the immediately preceding month's activities and settlement due, including Compensation, pursuant to this Section B of this Task Order and any other obligations incurred pursuant to this Section B of this Task Order during the monthly billing period, including any related penalty, interest, payments, or credits.

If an amount is due CMWL, TEA will remit this amount to CMWL by the 25th of each month in immediately available funds.

If an amount is due TEA, CMWL will remit this amount to TEA by the 15th of each month in immediately available funds.

Notwithstanding the above provisions of this section, billing and payment provisions for Trading Products are dependent upon the market rules or contracts governing the specific transactions. If said billing and payment provisions require earlier payments than the provisions of this Section B.II, then billing and payment shall be in accordance with the earlier payment provisions of such contracts or market rules.

III. SETTLEMENT, BILLING AND PAYMENTS, TRANSACTIONS EXECUTED BY TEA AS AGENT

For transactions executed by TEA as agent in the transaction for CMWL, TEA shall provide confirmation, invoice reconciliation with counterparties, and provide information of amounts owed by or due to CMWL and provide other information in TEA's possession obtained in the due course of providing trading services as agent to the extent reasonably necessary for CMWL to prepare or reconcile invoices with its counterparties. TEA shall not be responsible for invoicing counterparties or making payments to counterparties in connection with transactions executed by TEA as agent for CMWL.

IV. BILATERAL TRANSACTION TRACKING AND REPORTING

TEA shall enter Bilateral Transactions executed for CMWL by TEA either as principal in the transaction, or as agent, into TEA's energy trading system of record for tracking and reporting purposes. TEA shall provide CMWL with an open position report that provides transaction details and a mark-to-market of forward transactions (i.e., transactions for delivery beyond the prompt month) executed by TEA on CMWL's behalf. Other reporting may be provided by TEA as mutually agreed to by the Parties. Customized reports may require a set-up fee and/or maintenance fee depending on complexity and work involved in developing and producing the report.

Section C - Risk Management Services

Modeling

TEA will develop a stochastic model of CMWL's system in order to quantify the effect of uncertainty in prices, Load, and other variables on CMWL's system during a specified period of time (the study period). This effort will require CMWL to provide system data to TEA of the type typically needed for production cost simulations. The data includes historic Loads, generator characteristics, fuel costs, purchase power contract characteristics, rate information and other data. It will not be necessary for CMWL to develop stochastic parameters. TEA will develop those parameters as needed for the simulations.

Once developed, the model provides a framework to evaluate strategies to manage risk. Once the model is producing satisfactory simulation of the current CMWL operations, TEA will produce a base case study. The study period will be for up to 2 years with the start of the period no more than 1 year in the future. This analysis can be performed up to two times per year.

Base Case

The base case study is an evaluation of CMWL's portfolio as it is currently configured and operated in the MISO Market. The base case will include stress testing to assess the effect of severe low probability occurrences on CMWL's system. The base case study will identify and quantify the inherent risks in CMWL's current operating decisions and current positions. The study will assess the performance of each component of the portfolio. The base case study will serve as a risk program baseline to which alternatives will be compared.

Operational Study

The operational study will focus on operationally based risks revealed in the base case study. This study will focus on operational changes that CMWL could undertake to mitigate risks or improve financial performance of the portfolio. The specific items for study will be developed in conjunction with CMWL after presentation and acceptance of the base case study, but could include items such as bid and offer tactics, use of behind the meter generation, must run decisions, etc. TEA will prepare a report of the results of the analysis and its recommended operational changes. Any operational changes incorporated by CMWL will be reflected in CMWL's model prior to subsequent studies.

Hedging Transactions Study

After the operational study is completed and the model updated to reflect any operational changes, it will be used to simulate the effect of forward transactions on CMWL's portfolio risks. The analysis will quantify the risk versus reward trade off of forward power transactions. TEA will analyze the effect of numerous power transactions and recommend CMWL consider executing those transactions that assist CMWL in meeting its risk management objectives.

Forward Transaction Execution and Transaction Approval

TEA will execute forward power transactions on behalf of CMWL pursuant to the terms of the Agreement. For each transaction, TEA will provide an explanation of the transaction, the objectives of the transaction, and the estimated risk reduction of the transaction. TEA will execute this transaction only after receiving authorization from CMWL through email, instant messaging or a recorded phone line.

Transaction Analysis

TEA's best estimates of forward market prices are used when transactions are initially modeled in the risk strategy development phase. It is not unusual for forward prices at the time of transaction execution to be different from the prices used in the study, or for other system or market conditions to have changed significantly. In these situations, TEA will reanalyze individual forward transactions using actual negotiated prices if they are significantly different from the estimated prices used in the original study and updated system and market conditions to reconfirm the transaction will still meet the original objectives.

TEA's stochastic risk model may also be used for new transaction opportunities that occur that were not included in the original study. For example CMWL may have a need to purchase a block of energy to cover the loss of a Resource that was not previously explicitly modeled. This transaction could be modeled to examine the risk and reward trade off to support the execution decision for the transaction.

Mark-to-Market

TEA will provide its standard mark-to-market reporting for CMWL's forward transactions. The reports would be available through the TEA secure web portal.

Model Maintenance

TEA will maintain the CMWL model and routinely update market variables used by the model (such as the forward price curve). Significant CMWL system modifications such as generating unit planned outages will be modified as needed for model runs.

FTR Analysis

CMWL will be allocated Financial Transmission Rights (FTRs) on an annual basis. TEA will provide an analysis of the subject FTR values and provide a recommendation as to which FTRs CMWL should nominate and/or accept, given CMWL's objectives for utilizing FTRs. TEA will perform an FTR analysis using CMWL's generation CPnode and Load CPnode pairs based on the generation and Loads submitted to MISO under the MISO Module E requirements. TEA will use historic actual LMP values for the CMWL generation and Load nodes as an estimate of future FTR values. TEA shall present the results to CMWL and provide CMWL with a recommended FTR strategy for this period.

This proposed scope does not include any forward looking analysis or forecast of LMPs. If such a forward looking analysis is desired by CMWL, the scope and fees for such additional work shall be mutually agreed to by the parties.

Section D - Regulatory Services

Dodd-Frank Act

During the normal course of its business, TEA monitors regulatory developments related to the Dodd-Frank Act. If, in the course of such routine monitoring, TEA notices Dodd-Frank Act-related regulations that it understands might apply to CMWL, then TEA will provide CMWL with general information related to such regulations and advise CMWL of potential activities CMWL might need to engage in to comply with such regulations. CMWL acknowledges and agrees that (i) the information and advice provided by TEA pursuant to this section are, and will be construed as, statements of opinion and not statements of fact or legal advice, (ii) TEA does not warrant that all regulatory changes or regulations applicable to CMWL will be identified by TEA, or that any recommended compliance activities will cause CMWL to be in compliance with the regulations, (iii) CMWL will rely on its own legal counsel to advise it as to any actions it might take or refrain from taking in order to achieve compliance with such regulations, and (iv) any regulatory compliance activities engaged in by CMWL will be at its sole discretion and expense.

CFTC Reporting

As of the Effective Date of this Agreement, the Parties understand that transactions in MISO market instruments or transactions in physically-settled electricity instruments, as both are anticipated under this Agreement, do not require reporting under regulations currently promulgated by the CFTC. In the event of changes in law or regulation that require reporting of such transactions, CMWL and TEA shall enter into good faith negotiations to agree to the scope of such reporting and any related fee adjustment; however, if the Parties fail to reach such agreement, then TEA shall be obligated only to transact such transactions as CMWL's agent and not trade as principal in the transaction, and CMWL shall be responsible for any CFTC reporting.

As described elsewhere in this Agreement, execution of financially-settled transactions, if any, pursuant to this Agreement shall be only as mutually agreed to by the Parties. In the event any such transaction requires reporting to the CFTC, then the Parties will first attempt to have the counterparty report the transaction to the CFTC; however, if CMWL becomes the reporting entity, then TEA shall make such report to the CFTC on CMWL's behalf; provided that (i) CMWL contracts or otherwise makes the necessary arrangements for any third party services reasonably necessary to effect such reporting, including but not limited to contracting with a Swap Data Repository, (ii) any such third party service providers shall be at TEA's choice and generally will be those service providers normally utilized by TEA to report such transactions, and (iii) such contracts or arrangements are made in a timely manner in order to meet the reporting deadlines as prescribed in the regulations.

FERC Reporting

The FERC requires Electricity Quarterly Reporting ("EQR") of sales for resale from entities meeting certain thresholds. As of the Effective Date of this Agreement, the Parties understand that CMWL does not meet the threshold and therefore, its sales for resale are not required to be reported. In the event of CMWL meeting such threshold or due to changes in law or regulation that require reporting of such transactions, and CMWL desires TEA to report such transactions

on CMWL's behalf, then CMWL and TEA shall enter into good faith negotiations to agree to the scope of such reporting and any related fee adjustment.

Other Changes in Law

Except as described elsewhere in this Section D, in the event of changes in law or regulation that require reporting of any transactions executed pursuant to the terms of this Agreement, CMWL and TEA shall enter into good faith negotiations to agree to the scope of such reporting and any related fee adjustment; however, if the Parties fail to reach such agreement, then TEA shall be obligated only to transact such transactions as CMWL's agent and not as principal in the transaction and CMWL shall be responsible any such reporting.

V. AMENDMENT

This Task Order may be amended by an instrument in writing signed by each Party's representative.

**** SIGNATURES ARE ON THE NEXT PAGE ****

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order to be executed in their respective names by their respective duly authorized representatives.

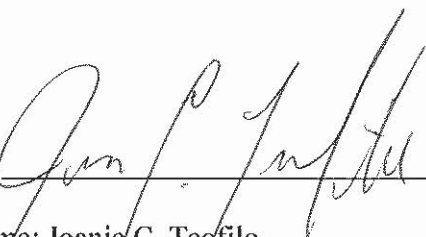
CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

By: 

Name: Mike Matthes

Its: City Manager

By: 

Name: Joanie C. Teofilo

Its: President and CEO

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:



Nancy Thompson, City Counselor

Task Order 2

Natural Gas Services

This Task Order 2 ("Task Order") is made part of the Resource Management Agreement between THE ENERGY AUTHORITY INC. ("TEA") and the CITY OF COLUMBIA, MISSOURI ("CMWL"), dated ~~November~~ ^{December} 3, 2013 (the "Agreement"), and is subject to all the terms and conditions of the Agreement. TEA and CMWL are sometimes referred to herein individually as a "Party," or collectively as the "Parties."

I. TERM AND TERMINATION

Services pursuant to this Task Order shall begin for the natural gas delivery date of January 1, 2014. Either Party may terminate this Task Order by providing to the other Party with a minimum of six (6) months advance written notice.

The Parties shall cooperate to organize CMWL's natural gas related assets in a manner reasonably calculated to allow TEA to perform the services described herein in accordance with Federal Energy Regulatory Commission regulations (including but not limited to "shipper must have title" requirements) and any applicable tariffs; including but not limited to, assigning or releasing any contracts for natural gas transportation or storage held by CMWL to TEA and assigning any other natural gas arrangements executed by CMWL directly with third parties to TEA, to the extent necessary to achieve the objectives of this Task Order. The Parties understand that services pursuant to this Task Order might not be able to be provided, or fully provided, until such activities described in this paragraph are completed.

II. COMPENSATION FOR SERVICES DESCRIBED IN THIS TASK ORDER

The fee for the services pursuant to this Task Order shall be two thousand dollars (\$2,000.00) per month. The first payment is payable for the month of January 2014, pursuant to Section V - NATURAL GAS TRANSACTION SETTLEMENTS.

Commencing on the first day of January 2015, and each January first thereafter, for the term of this Task Order, TEA's fees will escalate at the greater of (i) four percent (4%) or (ii) the percentage increase in the U.S. Consumer Price Index (CPI-U, not seasonally adjusted, U.S. City average, all items) from January through December of the previous year. Under no circumstances shall the increase in fees pursuant to this paragraph be greater than eight percent (8%).

III. NATURAL GAS MANAGEMENT SERVICES

TEA shall provide CMWL with natural gas services in accordance with the terms of the Agreement and this Task Order. Duties performed by TEA shall include purchasing and selling of natural gas, management of pipeline transportation nominations, scheduling, balancing, storage injections and withdrawals, settlement with third parties for transactions executed by TEA as principal, as such services are required to manage natural gas for CMWL's six gas-fired

generation units. In addition, TEA will assist CMWL in developing a management plan for these natural gas requirements in coordination with TEA's RTO Trading Desk.

TEA shall execute natural gas purchase and sale transactions utilizing TEA trading agreements with TEA "trading as principal", provided however, that such transactions as principal shall be limited to transactions with terms of one year or less, and with beginning dates no more than one year into the future. All other transactions for the purchase or sale of natural gas shall be between CMWL and its counterparties utilizing agreements between CMWL and such counterparties.

TEA will provide assistance in determining the need for and negotiation of any third party agreements for firm transportation, storage, supply and the like as necessary to provide fuel supplies to CMWL's generation assets.

IV. NATURAL GAS TRANSACTION SETTLEMENTS

For transactions for physical natural gas, transportation and ancillary services thereto, executed by TEA as principal in the transaction, TEA shall provide transaction check out, reconciliation, invoicing, cash collection and payment with counterparties. The Parties shall settle net cash amounts owed between the Parties for transactions executed by TEA as principal in the transaction for CMWL's account and for fees owed TEA for the services pursuant to this Task Order on a monthly basis. On or before the fifth (5th) business day of each month, TEA shall provide CMWL with a statement of the immediately preceding month's natural gas transaction activities and the amounts due and payable related to such activity. TEA shall sum such amounts payable to counterparties, amounts receivable from counterparties, and any prepayments received from CMWL to arrive at the net cash amount for settlement between CMWL and TEA. If the resulting net amount is due CMWL, then TEA will remit this amount to CMWL by the 25th of the month following the month in which such transaction activities occurred. If the resulting net amount is due TEA, then CMWL will remit this amount to TEA by the 15th of the month following the month in which such transaction activities occurred.

For transactions executed by CMWL, TEA shall provide settlement reporting and provide other information in TEA's possession obtained in the due course of providing scheduling and related services to the extent necessary for CMWL to prepare invoices or make payment to its counterparties.

V. AMENDMENT

This Task Order may be amended by an instrument in writing signed by each Party's representative.

*** SIGNATURES ON THE NEXT PAGE ***

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order to be executed in their respective names by their respective duly authorized representatives.

CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

By: 

Name: Mike Matthes

Its: City Manager

By: 

Name: Joanie C. Teofilo


Its: President and CEO

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:



Nancy Thompson, City Counselor

DEFINITIONS

Definitions that are *italicized* are extracted from the Midcontinent Independent System Operator, Inc. Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff") and such italicized terms are presented herein for convenience. In the event of a conflict between a definition of an italicized term herein and the definition of the same term in the Tariff, the definition in the Tariff shall govern and take precedent over the definition herein.

Agreement: This Resource Management Agreement, including any Task Orders, attachments, and exhibits.

Auction Revenue Rights (ARR): A Market Participant's entitlements to a share of the revenues generated in the annual FTR Auction.

Bankrupt: As defined in Section 30 of the Agreement.

Bilateral Transaction: A transaction between two parties, neither of which is MISO.

Candidate Auction Revenue Rights (CARR): ARR nominations submitted by Market Participants to be considered throughout the annual ARR allocation process.

CFTC: Commodities Futures Trading Commission

Commercial Pricing Node (CPNode): Points within the MISO Market model where LMPs are created.

Compensation: As defined in Section 5 of the Agreement.

Confidential Information: As defined in Section 33 of the Agreement.

Contract Administrator: As defined in Section 6 of the Agreement.

Day Ahead Awards Report: A report issued by TEA notifying a customer of the awards received from MISO in the Day Ahead Market related to the customer's resources.

Day Ahead Demand Bids: Bids to purchase energy in the Day Ahead Market.

Day Ahead Market: The forward market for purchases and sales of energy and operating reserve conducted by MISO the day prior to the operating day.

Dodd-Frank Act: Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203).

Due Date: A date as provided in the Agreement or a Task Order on which payment is due.

Electricity Quarterly Reporting (EQR): A FERC required report of sales for resale from entities meeting certain thresholds prescribed by FERC.

Energy: An amount of electricity that is Bid or Offered, produced, purchased, consumed, sold or transmitted over a period of time and measured or calculated in megawatt hours (MWh).

Event of Default: As defined in Section 30 of the Agreement.

FERC: Federal Energy Regulatory Commission

Exhibit A - Definitions

Financial Schedule or "FinSched": A financial arrangement between two Market Participants designating a source point, sink point and delivery point within the Market establishing the obligations of the buyer and seller for the payment of cost of congestion and cost of losses.

Financially Settled Transaction: A bilateral transaction between counterparties not intended to be physically settled. For the avoidance of doubt, for the purposes of this Agreement, a FinSched, as defined herein, is not a Financially Settled Transaction, unless FinScheds are determined to be swaps under rules promulgated pursuant to the Dodd-Frank Act.

Financial Transmission Rights (FTR): A financial instrument that entitles the holder to receive compensation for or requires the holder to pay certain congestion related transmission charges that arise when the transmission system is congested and differences in LMPs result from the redispatch of resources out of economic merit order to relieve that congestion.

Fixed Price Demand Bid: A request to purchase a specified MWh quantity of energy, at specified locations in the MISO region, during specific hours of the next Operating Day submitted to the Day Ahead Market.

Force Majeure Event: As defined in Section 28 of the Agreement.

Generation Offer: An Energy Offer, Start-Up Offer, No-Load Offer, Regulating Reserve Offer, Spinning Reserve Offer, On Line Supplemental Reserve Offer or Off Line Supplemental Reserve Offer submitted by a Market Participant to the Market.

Grand-Fathered Agreements (GFA): An agreement or agreements executed or committed to prior to September 16, 1998 or ITC Grandfathered Agreements that are not subject to the specific terms and conditions of this Tariff consistent with the Federal Energy Regulatory Commission's policies.

Independent Market Monitor: The person or person(s), or consulting firm or other entity, retained by MISO to carry out the plan described in Module D of the Tariff.

Load: A term that refers to either an end-user of Energy, net of system losses, or the amount of Energy (MWh) consumed by such end-user.

Load Forecast: An estimate of the amount of Energy (MWh) or Capacity (MW) to be consumed.

Load Serving Entity ("LSE"): Any entity that has undertaken an obligation to serve end-user load within the MISO transmission system.

Locational Marginal Price: The Market Clearing Price for energy at a given Commercial Pricing Node in MISO which shall be equivalent to the marginal cost of serving demand at the Commercial Pricing Node while meeting Zonal and Market-Wide Operating Reserve Requirements.

Market Clearing Price: The price set by the Market at commercial pricing nodes.

Market Participant ("MP"): An entity that (i) has successfully completed the registration process with MISO and is qualified by MISO as a Market Participant, (ii) is financially responsible to MISO for all of its Market activities and obligations, and (iii) has demonstrated the capability to participate in its relevant Market activities.

Matching Transaction: As defined in Section 6.6 of the Agreement.

Exhibit A - Definitions

Meter Data Management Agent: An entity designated by the Market Participant that provides meter data, representing the Actual Energy Injections or Actual Energy Withdrawals at each Commercial Pricing Node for which it is designated, to MISO on a Market Participant's behalf.

MISO: Midcontinent Independent System Operator, Inc. (formerly Midwest Independent Transmission System Operator, Inc.).

MISO Market: The market operated by MISO pursuant to its Open Access Transmission, Energy and Operating Reserve Markets Tariff.

North American Electric Reliability Corporation (NERC): a not-for-profit entity whose mission is to ensure the reliability of the bulk-power system in North America. NERC develops and enforces Reliability Standards and performs other functions as authorized by FERC.

Network Integration Transmission Service agreement: The Transmission Service provided under Module B of the Tariff.

Offer Manager: TEA hosted software utilized by clients to submit Load and Resource information to TEA for purposes of making Bids and Offers to the MISO Market.

Price Sensitive Demand Bid: Demand Bid in which the Market Participant specifies a maximum price (dollars per MWh) at which the Market Participant desires to purchase the designated MWh of Energy.

Good Utility Practice: As defined in Section 16 of the Agreement.

Purchasing and Selling Entity ("PSE"): An entity that purchases or sells, and takes title to, energy, capacity, and ancillary services.

Real Time Market: Real-Time Energy and Operating Reserve Market. The Market for purchases and sales of Energy and Operating Reserve conducted by the MISO during the Operating Day

Recording: As defined in Section 29 of the Agreement.

Regional Reliability Organization: (1) An entity that ensures that a defined area of the bulk electric system is reliable, adequate and secure. (2) A member of the North American Electric Reliability Council.

Regional Transmission Organization ("RTO"): Organizations that administer the electric transmission grid on a regional basis throughout North America and may operate centralized electric energy, capacity, and ancillary services markets (e.g., MISO is an RTO).

Resource: Physical or contracted for assets generally related to having capacity and energy supplies and related transmission and fuel transportation necessary to serve Load, or meet third party contractual obligations for sale of electricity.

Scope of Work: As defined in Section 2 of the Agreement.

Supervisory Control and Data Acquisition: A system of remote control and telemetry used to monitor and control electric generation, transmission, and distribution systems.

Task Order: As defined in Section 2 of the Agreement.

Tariff: MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff.

Termination Notice Period: As defined in Section 4 of the Agreement.

Exhibit A - Definitions

Trading Products: As defined in Section 6.6 of the Agreement.

Transaction Counterparties: As defined in Section 6.6 of the Agreement.

Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive Transmission Service under Module B of this Tariff.

Transmission Owner: Each member of the ISO whose transmission facilities (in whole or in part) make up the MISO Transmission System.

Virtual Demand Bid: A bid to purchase Energy that is not backed by physical Load that is submitted in the Day Ahead Market in accordance with the procedures and requirements of the Tariff.

Virtual Supply Offer: An Offer to sell Energy that is not backed by a physical Resource that is submitted in the Day Ahead Energy and Operating Reserve Market in accordance with the procedures and requirements of the Tariff.

Virtual Transactions: Transactions related to Virtual Demand Bids or Virtual Supply Offers.

Exhibit B – CWLD Loads and Supply Resources

Market Settled Resources: The following generation resources are settled through the MISO market:

CWLD.PLANT5 – City owned 16.5 MW nameplate coal fired steam generator. It is a dispatchable resource in the MISO Market with a periodic must run commitment status and economic energy status. Unit 5 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the market and participates as economic in the ancillary services segment of the market for regulation, spinning, and online supplemental reserves.

CWLD.PLANT6 – City owned 12.5 MW nameplate gas fired combustion turbine generator. It is a dispatchable resource in the MISO Market with an economic commitment status and economic energy status. Unit 6 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the Market; however, it does not participate in the ancillary services segment of the market.

CWLD.PLANT7 – City owned 22 MW nameplate coal fired steam generator. It is a dispatchable resource in the MISO Market with a periodic must run commitment status and economic energy status. Unit 7 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the market and participates as economic in the ancillary services segment of the market for regulation, spinning, and online supplemental reserves.

CWLD.PLANT8 – City owned 35 MW nameplate gas fired boiler steam generator. It is a dispatchable resource in the MISO Market with a periodic must run commitment status and self-schedule energy status. Unit 8 is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. This unit is settled through the market and participates as economic in the ancillary services segment of the market for regulation, spinning, and online supplemental reserves.

CEC Units (CWLD.CEC2CTG1, CWLD.CEC2CTG2, CWLD.CEC2CTG3, CWLD.CEC2CTG4) – Four 36 MW nameplate natural gas simple cycle combustion turbine peaking units owned by the City. It is a dispatchable resource in the MISO Market with an economic commitment status and economic energy status. CEC units are included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well.

CWLD.BLRG – This is a 6 MW wind resource contracted with Associated Electric. It is an intermittent resource in the MISO Market exempt from DIR (Dispatchable Intermittent Resource) status. CWLD.BLRG is registered as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource. However, CWLD.BLRG is typically removed from the planning resources due to the extremely low capacity factor of wind. This intermittent resource is settled through the market; however, it is not qualified to participate in the ancillary services segment of the market due to the unreliability of wind.

SIKE – SIKE is a 66 MW coal contract off the Sikeston, Missouri Plant through Board of Municipal Utilities. This resource is located in SPP, so it is either offered in and dispatched in the MISO Market with an economic commitment status and economic

Exhibit B – CWLD Loads and Supply Resources

energy status, or bilaterally sold in the Southwest Power Pool Market (SPP). SIKE is included as a capacity resource in our MISO annual planning resources, so it is a must offer capacity resource as well. Columbia removes SIKE from the planning resource requirements for all possible months to allow for more lucrative bilateral sales in SPP, or deferral of energy if market prices are lower than production costs.

Non Market Settled Resources: The following generation resources are not settled in the MISO energy market. The resources are settled through the contract or as behind the meter resources. Resources may be used as part of the MISO capacity requirements:

IATAN II – Iatan II is a 20 MW capacity/ energy coal PPA (Purchase Power Agreement) through MJMEUC. This resource is currently a 100% must take energy/capacity swap through MJMEUC and settled outside the MISO market. Iatan II is included as a capacity resource in our MISO annual planning resources for the full 20 MW PRCs (Planning Resource Credit).

PSCG1 and PSCG2 – Prairie State I and II is a pro-rata share of MJMEUC's acquired undivided ownership interest in Prairie State Energy Campus. PSEC is a two-unit, coal fueled, mine mouth generating station with approximately 1600 MW in MISO. Columbia is contracted for 25 MW capacity/ energy off each unit through MJMEUC via a purchase power agreement (PPA). Prairie State is sold in to the MISO market at the Prairie State node and settled through MJMEUC outside the market. Prairie State I and II are included as a capacity resource in our MISO annual planning resources for the UCAP (Unforced Capacity) calculated by MISO on performance data submitted by the Prairie State.

ALTW.CRLK3CWLD – Crystal Lake Wind III, LLC is a PPA (Purchase Power Agreement) with NextEra for a billed percentage of a 66 MW aggregate capacity wind generation facility not to exceed 21 MW. Crystal Lake 3 is sold in to the MISO market at the ALTW.CRLK3CWLD node and settled in the market by NextEra. Columbia settles with NextEra outside the market and then bills the University of Missouri (outside the market) for 50% of the purchased energy. Crystal Lake Wind III energy is not included as a capacity resource in our MISO annual planning resources.

JEFF CITY LANDFILL (AMERESCO) – This resource is a City of Columbia contract with Ameresco for a 3.2 MW nameplate (biogas) methane gas plant. This resource is BTMG (Behind the Meter Generation) used to reduce load and is not registered in MISO as a generation resource. Since the landfill is behind the meter, it is not included as a capacity resource in the MISO annual planning resources.

COLUMBIA LANDFILL – City owned 2 MW nameplate (biogas) methane gas generator. This resource is BTMG (Behind the Meter Generation) used to reduce load and is not registered in MISO as a generation resource. Since the landfill is behind the meter, it is not included as a capacity resource in the MISO annual planning resources. An additional 1 MW generator will be added prior to the end of 2013.

Distributed Diesel Generators – The City of Columbia owns nine diesel generators totaling 12.5 MW that are distributed within Columbia at the following locations: Dana (2 MW), Missouri Book Services (2MW), Shelter (2.5MW), State Farm (2MW), Water Treatment Plant (4MW). These generators are BTMG (Behind the Meter Generation) used to reduce load and are not registered in MISO as generation resources.

Exhibit C - CWLD Notices and Banking Information

BANKING INFORMATION:

Pay: U.S. Bank National Association
ABA No (ACH): 081000210
ABA No (Wire): 081000210
For the Account of: City of Columbia
Account No/CHIPS UID: 152307767508

NOTICES:

Attn: Columbia, MO Water and Light Department
Director of Water and Light Department
Address: 15 North 7th Street
Columbia, MO 65205

Telephone: 573-443-6875

Email:

CONTRACT ADMINISTRATOR:

Attn: Columbia, MO Water and Light Department
Director of Water and Light Department
Address: 15 North 7th Street
Columbia, MO 65205

Exhibit D - TEA Notices and Banking Information

BANKING INFORMATION:

Pay: Bank of America
ABA No (ACH): 063-100-277
ABA No (Wire): 026-009-593
For the Account of: The Energy Authority, Inc.
Account No/CHIPS UID: 003448276639

NOTICES:

The Energy Authority, Inc.
Attn: Contracts Manager
Address: 301 West Bay Street, Suite 2600
Jacksonville, FL 32202
Telephone: 904.356.3900

CONTRACT ADMINISTRATOR:

The Energy Authority, Inc.
Attn: Darrell R. DuBose
Address: 301 West Bay Street, Suite 2600
Jacksonville, FL 32202
Telephone: 904.356.3900

Task Order 3

Columbia, MO 100% Renewable Study

January 18, 2023

This Task Order 3 (“Task Order”) dated ~~December __, 2022~~ (the “Task Order Effective Date”) amends and is made part of the Resource Management Agreement between THE ENERGY AUTHORITY, INC. (“TEA”) and the CITY OF COLUMBIA, MISSOURI (“CMWL”) dated December 3, 2013 (the “Agreement”), and is subject to all the terms and conditions of the Agreement. TEA and CMWL are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, CMWL desires to engage TEA to evaluate the benefits and costs of transitioning from its existing supply portfolio to 100% renewable energy to serve its City Load by 2030. Various scenarios will be studied to determine the costs associated with each option; and compare those costs to a base case scenario of CMWL’s existing resource mix.

WHEREAS, TEA agrees to provide such services pursuant to the terms and conditions set forth in this Task Order 3.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions herein contained, the Parties hereby agree as follows:

Section 1. Scope of Services (the “Services”):

Study assumptions:

- CMWL thermal units (e.g., Plant D units and CEC units) will continue in service during the analysis, as there are system issues that require them to remain unless local transmission upgrades are made.
- TEA will assume CMWL's existing Load Forecast and energy supply portfolio, along with currently contracted future supplies.
 - CMWL’s existing Load Forecast will be extrapolated from its current duration to that of the final year of the analysis.
- TEA will use forward price curves (e.g., Indiana Hub, Henry Hub, etc.), which currently span through the early 2030s, and then extrapolate these prices out through the agreed upon duration of the study (2023 - 2043).
- TEA will leverage prior request for proposal (RFP) responses from previous client projects and recent Integrated Resource Plans (IRPs) to project Purchase Power Agreement (PPA) rates for both Wind and Solar options in the analysis.
- TEA will estimate congestion basis between projected PPA locations and/or MISO Hubs to CMWL’s Load node; this will be done to project cashflow for PPAs used to meet the utility’s 100% renewable energy goals.

The Base Case:

Business as Usual for CMWL. The utility's existing resource mix and market participation is not altered. The results of this scenario will be used to mark against each scenario's projections below.

Alternate Case #1:

100% renewable energy to serve CMWL Load on an annual reconciliation basis by 2030. Capacity is served by existing resources and renewable energy goals are fulfilled through either signing into PPAs or utility lead construction. The use of Renewable Energy Credits (RECs) is not allowed, and excess energy will be sold to the market.

Alternate Case #2:

Same as Alternate Case #1, but RECs are used to meet 100% renewable energy goals.

Alternate Case #3:

CMWL divests of all coal assets at earliest convenience, if possible. Therefore, CMWL will be required to replace both capacity and energy. CMWL will need to make some assumptions of the cost of divestiture. Possibly the use of the outstanding debt.

Alternate Case #4:

Same as Alternate Case #3, but eliminating all CMWL thermal units for capacity. In this case, all CMWL capacity and energy obligations will be met with renewables. CMWL will need to provide assumptions for the cost of local transmission upgrades needed in order to retire Plant D and CEC units.

Potential Alternate Case #5:

Same as Alternate Case #1, but Sikeston retires early. Need to decide on a year. Possibly 2026. Obviously, the uncertainty around Sikeston complicates any analysis. This will be discussed further.

Potential Alternate Case #6:

Same as the Alternate Case #1 but using a monthly or weekly (or both) reconciliation period. The point being to demonstrate the significantly different costs. This case would require an additional fee to be discussed and mutually agreed upon by the Parties.

Section 1.1 Timeline.

Unless otherwise agreed to by the Parties in writing, the timeline is as follows:

TEA will complete the 100% Renewable Study no later than twelve (12) weeks after (i) the Task Order has been signed, and (ii) all required data is received from CMWL from the TEA data request.

Section 1.2 Deliverables.

The projected list of deliverables is as follows:

TEA will provide spreadsheets and a presentation to CMWL with all the results of the 100% Renewable Study and any requested supporting data.

Section 2. Term and Termination.

TEA will commence Services under this Task Order starting on the Task Order Effective Date and will continue to provide such Services until the earlier of (i) six (6) months, or (ii) when TEA has completed and delivered the Services, as more particularly described in Section 1.1 and 1.2.

Section 3. Compensation for Services Described in this Task Order.

Section 3.1 Fixed Fee

During the Term, for the Services provided by TEA as outlined in Section 1 of this Task Order, CMWL shall pay to TEA the amount of Ninety-Five Thousand Dollars (\$95,000) (the "Fixed Fee"), plus reasonable travel expenses, if any, as more particularly described in Section 5 herein. One half of the Fixed Fee will be invoiced by TEA upon delivery execution of this Task Order. The second half of the Fixed Fee will be invoiced by TEA upon completion and delivery of the analysis.

Section 3.2 Additional Services

CMWL may request that TEA perform services not included in this Task Order only through written agreement between the Parties. Any such additional services will be provided by TEA on a time and materials basis and the charges due therefrom will be calculated using TEA's then current billing rates. TEA shall provide CMWL with an estimate of the cost to provide such additional services prior to commencing such work. TEA's 2023 Billing Rates applicable to such services are described below:

TEA 2023 Billing Rates⁽¹⁾	
Job Group	Billing Rate \$/hour
Principal Consultant	\$357
Senior Consultant / Project Manager	\$305
Consultant	\$221
Analyst	\$173
Clerical	\$110
<i>⁽¹⁾Billing rates subject to change after December 31, 2023.</i>	

Section 4. Billing and Payment.

TEA shall invoice CMWL for Services provided under this Task Order. CMWL shall pay each invoice within thirty (30) days of receipt of each invoice. Past due amounts will bear interest at one and one-half percent (1.5%) per month from the due date or the highest rate permissible by law, if less. Unless otherwise instructed on the monthly invoice, payment for all invoices shall be made by CMWL to TEA via electronic funds transfer or to the following address:

The Energy Authority, Inc.
301 W. Bay Street, Suite 2600
Jacksonville, Florida 32202
Attention: Daina Dean

Section 5. Expenses and Reimbursement.

CMWL shall reimburse TEA for reasonable out-of-pocket travel expenses ("Expenses"), without mark-up, related to the delivery of Services. Expenses include expenses associated with travel for participation in on-site meetings, including airfare, hotel, ground transportation, and meals, as requested by and approved by CMWL in advance. Expenses, if any, will be billed monthly as incurred.

Section 6. Counterparts and Electronic Signatures.

This Task Order may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. An electronic signature by PDF or DocuSign by either Party's authorized representative shall be deemed an original for execution and enforcement of this Task Order.

Section 7. Order of Priority.

If any provisions of this Task Order conflict with any provisions in the RMA, the provisions of the RMA shall take precedence.

Section 8. Amendment to Task Order.

This Task Order may only be amended by an instrument in writing signed by an authorized representative of each Party.

**** SIGNATURES ARE ON THE NEXT PAGE ****

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order to be executed in their respective names by their respective duly authorized representatives.

CITY OF COLUMBIA, MISSOURI

THE ENERGY AUTHORITY, INC.

DocuSigned by:
By: De'Carlton Seewood
8564D3D77F5D430...
Name: De'Carlton Seewood
Its: City Manager

JS

DocuSigned by:
By: Joanie C. Teofilo
8D980B3C83AC478...
Name: Joanie C. Teofilo
Its: President and CEO

ATTEST:

DocuSigned by:
Sheela Amin
4E1F069B868D40A...
City Clerk, Sheela Amin

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
DA01C98E798B4D2...
City Counselor, Nancy Thompson

DS
MC

ATTACHMENT 3

Task Order 4

Task Order 4

Econometric Load Forecasting Services

This Task Order 4 ("Task Order 4"), effective as of June 1, 2024 (the "Task Order 4 Effective Date"), is made part of the Resource Management Agreement dated December 3, 2013, as amended ("RMA"), and is entered into by and between **The Energy Authority, Inc.**, a Georgia nonprofit corporation, having its principal address at 1301 Riverplace Boulevard, Suite 2700, Jacksonville, Florida 32207 ("TEA"), and **the City of Columbia, Missouri**, a municipal corporation ("CMWL"), having its principal address at 701 E. Broadway, PO Box 6015, Columbia MO 65205. TEA and CMWL are sometimes referred to individually as a "Party," or collectively as the "Parties." This Task Order 4 is subject to all terms and conditions of the RMA. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the RMA.

Recitals

WHEREAS, TEA is in the business of providing certain energy-related services; and

WHEREAS, CMWL desires to retain TEA to perform certain services, as described herein, and TEA would like to provide such services, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

Section 1. Scope of Services. Pursuant to the terms of this Task Order 4, TEA shall provide CMWL with the following services ("Services") to support the econometric load forecast as part of the annual Midcontinent Independent System Operator ("MISO") Resource Adequacy process (the "Forecast"). The Forecast will be a twenty (20) year forecast.

An overview of the major components of such work is described in Section 1.1 of this Task Order 4.

Section 1.1 Scope of Work - Major Components.

An overview of the Major Components of the Scope of Work is as follows:

A. Gather Data. TEA will collaborate with CMWL staff to gather the data needed to develop the Forecast. The data required from CMWL no later than June 1st of each year includes the following:

- Weather history for last thirty (30) years;

- Monthly load history for last thirty (30) years;
- Energy efficiency and behind-the-meter (“BTM”) solar impacts to load history; and
- Electric vehicle (“EV”) charging impacts to load history.

B. Deliverables & Report Customization. TEA will collaborate with CMWL staff to configure report output from the Forecast model so that it can easily be integrated with CMWL processes. TEA’s Analytics staff will be available to augment the reporting output as CMWL’s needs change. The Forecast will include the following:

- A monthly non-coincident peak demand forecast for next two (2) PY (June-May). Final output will include a base case Forecast (average conditions), and sensitivities addressing low and high growth scenarios.
- A seasonal coincident peak forecast for the next PY (June-May).
- A seasonal zonal coincident peak forecast for next PY (June-May).
- A monthly energy for load forecast for next two (2) PY (June-May).
- A seasonal eight (8)-year non-coincident forecast (PY 3-PY10).
- A seasonal eight (8)-year energy load forecast (PY3-PY10).
- Electronic transfers of a draft, and ultimate final document summarizing the Forecast methodology and findings along with documentation of the Forecast model results.

C. Software Tools & Business Systems. TEA will use various tools, which may include statistical analysis software and an economic forecasting service to create the Forecast.

D. TEA Staff. TEA will use appropriate staff at its discretion from its Analytics Department to perform the Services described in this Task Order 4.

Section 2. Term of Task Order 4. The Term of this Task Order 4 shall commence on the Task Order 4 Effective Date and shall continue until terminated in writing by either Party. Either Party may terminate this Task Order 4 by providing sixty (60) days advance written notice to the other Party.

Section 3. Compensation for Services. As Compensation for TEA providing the Services described in Section 1 of this Task Order 4, CMWL will pay TEA an annual fee of \$21,000 (“Fixed Annual Fee”). The Fixed Annual Fee will escalate by the greater of four percent (4%) or CPI annually.

Section 4. Additional Services and Billing Rates. CMWL may request that TEA provide Services under this Task Order 4 that are in addition to those Services described in Section 1 of this Task Order 4 (“Additional Services”). Upon mutual agreement of the Parties, TEA shall provide Additional Services to CMWL based on hourly rates for actual Additional Services performed. For any such Additional Services, TEA will bill CMWL at TEA’s then-current billing

rates. Rates for Additional Services provided during 2024 are included in the table below and are subject to escalation of up to the greater of four percent (4%) or CPI annually.

TEA 2024 Billing Rates ⁽¹⁾	
Job/Group	Billing Rate (\$/hour)
Principal Consultant	\$415
Senior Consultant/Project Manager	\$330
Consultant	\$245
Analyst	\$185
Clerical	\$115
⁽¹⁾ Billing rates are subject to increase annually starting January 1, 2025	

Section 5. Billing and Payment. TEA shall invoice CMWL for the Services and any Additional Services provided pursuant to this Task Order Task Order 4. Payment by CMWL to TEA is due no later than thirty (30) days from the date of invoice. Unless otherwise instructed on an invoice, payment for all invoices shall be made by CMWL to TEA via electronic funds transfer or to the following address:

The Energy Authority, Inc.
 1301 Riverplace Boulevard, Suite 2700
 Jacksonville, Florida 32207
 Attention: Accounts Payable Department

Section 6. Headings. Headings or captions contained in this Task Order 4 are solely for the convenience of the Parties and shall not affect the construction or interpretation of any of the provisions of this Task Order 4.

Section 7. Counterparts and Electronic Signatures. This Task Order 4 may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. The delivery of this Task Order 4 by electronic mail or other means of electronic transmission with an electronic signature in PDF or other manually acceptable digital format (e.g., DocuSign or Adobe Sign) by either Party's authorized representative shall be deemed an original for execution and enforcement of this Task Order 4.

Section 8. Amendment. This Task Order 4 may only be amended by an instrument in writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order 4 to be executed by their respective authorized representatives to be effective as of the date first above written.


CITY OF COLUMBIA, MISSOURI

By: _____

Name: De'Carlton Seewood

Title: City Manager

Date: _____



ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

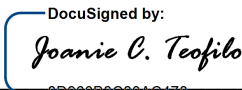
Nancy Thompson, City Counsel

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore. Account No.

By:

Matthew Lue, Director of Finance

THE ENERGY AUTHORITY, INC.

By: 
Name: Joanie Teofilo
Title: President and CEO
Date: April 18, 2024

Task Order 5

Integrated Resource Plan

This Task Order 5 (“Task Order 5”), effective as of September 22, 2025 (the “Task Order 5 Effective Date”), is made part of the Resource Management Agreement dated December 3, 2013, as amended (“RMA”), and is entered into by and between **The Energy Authority, Inc.**, a Georgia nonprofit corporation, having its principal address at 1301 Riverplace Boulevard, Suite 2700, Jacksonville, Florida 32207 (“TEA”), and the **City of Columbia, Missouri**, a municipal corporation (“CMWL”), having its principal address at 701 E. Broadway, PO Box 6015, Columbia, Missouri 65205. TEA and CMWL are sometimes referred to individually as a “Party,” or collectively as the “Parties.” This Task Order 5 is subject to all terms and conditions of the RMA. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the RMA.

Recitals

WHEREAS, CMWL requests that TEA provide CMWL with the professional services required to prepare a comprehensive economic assessment in the form of a twenty (20)-year Integrated Resource Plan (“IRP”), as such services are described herein;

WHEREAS, the objective of the IRP, *inter alia*, is to optimize supply- and demand-side resources to meet CMWL’s load and reserve requirements while minimizing Net Present Value of Revenue Requirements (“NPVRR”);

WHEREAS, TEA agrees to provide such services, pursuant to the terms and conditions set forth in this Task Order 5.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the Parties hereby agree as follows:

Section 1. Scope of Services

The “Services” shall include the following:

- TEA shall prepare and deliver a 20-year IRP that provides a comprehensive econometric load forecast, analysis of CMWL's assets, demographics, consumption patterns, along with the applicable laws and regulations.
- Based on the analysis, TEA will project portfolio options that include cost and a discussion of the relative risk of each respective option and work with CMWL to recommend portfolios that strive to achieve minimal levels of risk relative to cost.

TEA shall provide the Services pursuant to the terms of the RMA and this Task Order 5, as more particularly described in Section 2 through 5 below.

Section 2. IRP Process

Identification of Inputs and Objectives

TEA will collaborate with CMWL to identify the required inputs for the IRP and discuss and finalize CMWL's objectives. This study will include: (i) econometric load forecast; (ii) market factors, such as, natural gas and market price forecasts; and (iii) resource costs for both existing and potential future assets of different classes, plus demand side program costs for future programs. These inputs and other assumptions will be reviewed with the IRP team through on-going discussions with CMWL.

TEA will leverage the most recent econometric long-term demand forecast for CMWL as an input into the modeling process. TEA will work with CMWL staff to determine the hourly impacts of distributed resources (“DR”), electrification, and electric vehicle (“EV”) demand. The final deliverable will incorporate projected economic growth for the utility and demand shifts due to DR, electrification, and EV impacts.

TEA will also work with CMWL to develop the selection criteria for the recommended resource plan. Typical measures include the NPVRR. As appropriate, TEA will provide CMWL with spreadsheets containing the preferred resource plan for each scenario and the plan’s associated NPVRR. TEA will then collaborate with CMWL staff to define the CMWL’s goals for renewable resources, resource adequacy requirements, reliability, conservation, or other objectives.

Creation of Market Models

TEA will develop at least two (2) market models. The first is the wholesale market model, representing the wholesale power and natural gas markets from a price perspective. The other is a CMWL-specific financial model (i.e., pro forma model) representing CMWL’s revenue requirements throughout the study period.

Economic Screening

Once all of the new assumptions are set, TEA will assist CMWL staff in collecting economic data for supply resources from various sources. Utilizing an NPVRR model, TEA will aggregate resource, regulatory, and market assumptions to identify the competitive resources to minimize the life cycle costs of an alternative.

Portfolio Construction

TEA and CMWL staff will collaborate to develop a Base Case and then identify up to six (6) candidate portfolios consistent with CMWL’s strategic objectives (e.g., high or low fuels

assumptions, renewables penetration, market load, resiliency, being served as a full requirements customer with assumptions provided by CMWL, capacity requirements or carbon legislation) that are consistent with CMWL's strategic objectives. Constraining factors such as resource availability and resource construction time will also be included to the extent such information is available.

Portfolio Selection and Action Plan

TEA will simulate the wholesale electricity markets relevant to CMWL, factoring in identified uncertainties. Once this is complete, CMWL and TEA will identify the best-performing portfolios and create an action plan.

Section 3. Software

TEA utilizes a combination of TEA in-house and third-party software programs to model the Base Case and analyze the market sensitivity scenarios. Third-party software that TEA may use for CMWL's IRP include: ABB's PROMOD and Velocity Suite, Energy Exemplar's PLEXOS, Cambridge Energy Solutions' Dayzer, and YES Energy. The Parties acknowledge that (i) TEA must comply with all third-party software licenses in the performance of its Services, and (ii) this Task Order 5 does not assign or grant CMWL a sub-license to use any specific third-party software.

Section 4. Reporting

TEA will provide the Deliverables as outlined in Exhibit A ("Deliverables"), attached hereto, including an initial draft of the IRP (the "Draft Report") and the final version of the IRP (the "Final Report"). TEA will present the Draft Report to CMWL staff. The following is an example of the elements of the Draft Report and Final Report, which TEA will provide to CMWL upon completion of the IRP:

- Executive Summary - outlining the critical findings and recommendations
- Overview - discussing CMWL's current resources and the IRP's objectives
- Assumptions – identifying and discussing the critical assumptions used in the IRP, such as:
 - Study period,
 - Load forecast,
 - Fuel forecast,
 - Market price forecast,
 - Generation expansion options, including construction costs and operating costs,
 - Key transmission issues in the CMWL area,
 - State and federal rules and regulations, and
 - Other information, as appropriate

- Approach – Identifying models were used, time period studied, ranking criteria, and scenarios studied.
- Results – Provide tables reflecting the various scenarios studied and the model outputs for each scenario; capital expansion, operating costs, and NPVRR.
- Recommendations – A recommended resource plan will be developed through collaboration by TEA and CMWL. A review of all portfolio selections made in the Base Case, which is a business-as-usual method for managing the portfolio and will include expected/base forwards for power and fuel assuming no changes in market operating procedures and no changes in procurement resources. A recommendation of which subsequent scenario will result in a “best fit” portfolio. A discussion around the recommended plan and how it was developed will be held.

Section 5. Public Presentation of Final Recommendations

Upon request of CMWL, TEA will present the IRP findings and recommendations up to three (3) times in-person to the CMWL’s Community Advisory Panel (“CAP”), City Council and Board. If CMWL requests such a presentation, TEA will summarize the IRP in a presentation format containing the critical components of the IRP, including study objectives, key assumptions, study approach, findings, and final recommendations. Reasonable, out-of-pocket travel expenses for two (2) of the in-person meetings mentioned above will be reimbursed by CMWL, subject to CMWL’s advance approval thereof.

Section 6. Compensation for Services

As compensation for providing the Services, CMWL will pay TEA the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the “IRP Fee”). The IRP Fee includes all costs, and labor for TEA staff related to TEA’s provision of Services under this Task Order 5, including the initial setup, analysis, drafting, and delivery of the IRP study requested by CMWL. CMWL will be responsible for payment of any project-specific expense or costs resulting in changes in the scope of Services for this Task Order 5, as more particularly described in Section 9 herein.

Section 7. Term and Timeline

The term of this Task Order 5 shall commence on the Task Order 5 Effective Date and shall continue until the later of (i) November 1, 2025, or (ii) the date on which all Services have been delivered by TEA hereunder and all fees related to such Services under this Task Order 5 have been paid to TEA by CMWL, unless otherwise terminated or extended in writing by an authorized representative of each Party. A tentative timeline is further described in Exhibit A.

TEA will prepare and provide preliminary results within five (5) months of the IRP Task Order 5 Effective Date. This IRP also includes a review of known and currently discussed state and federal regulations that could impact the resource plan for CMWL for the purposes of

commercial support only and shall not be construed as legal advice provided by TEA. Preparation of the final IRP analysis will consist of resource cost assumptions and power and natural gas market price assumptions, agreed upon by the Parties.

TEA will schedule an initial kick-off meeting with the CMWL team to discuss CMWL's criteria, TEA's approach, and initial assumptions for the IRP process. TEA will also conduct bi-weekly IRP team meetings with visual status reports and additional briefing reports via video conferencing bi-weekly. Upon request of CMWL, TEA will also participate in up to five (5) scheduled virtual meetings (not more frequently than once per calendar month, and no longer than 1.5 hours each). Upon request of CMWL, TEA will present the Final Report (as defined herein) on-site at CMWL upon conclusion of the project. Additional TEA staff in-person visits may be requested, as needed, and will be billed at the Additional Services hourly rates in Section 9 below.

Section 8. Billing and Payment

TEA shall invoice CMWL for the Services provided pursuant to this Task Order 5, as follows:

- The first payment of \$43,750 (representing twenty-five percent (25%) of the IRP Fee) will be due upon execution of this Task Order 5 to coincide with commencement of Services;
- The second payment of \$87,500 (representing one-half (50%) of the IRP Fee) will be due upon completion of the draft IRP report; and
- The final payment of \$43,750 (representing the remaining one-quarter (25%) of the IRP Fee) will be due upon completion and delivery of the final IRP report to CMWL and, if requested by CMWL, on-site presentation of the Final Report.

CMWL shall pay the portion of the IRP Fee due within thirty (30) days of receipt of such invoice. Unless otherwise instructed on the invoice, payment for all invoices shall be made by CMWL to TEA via electronic funds transfer or to the following address:

The Energy Authority, Inc.
1301 Riverplace Boulevard, Suite 2700
Jacksonville, Florida 32207
Attention: Accounts Payable Department

Reasonable out-of-pocket expenses for travel incurred by TEA, if any, in connection with rendering Services, must be authorized in advance by CMWL and shall be reimbursed by CMWL at no mark-up.

Section 9. Additional Services.

CMWL may request, and TEA may provide, changes in the scope of Services for this Task Order 5 or additional services (in either case, "Additional Services") not described herein. Upon mutual agreement of the Parties, TEA shall provide Additional Services to CMWL based on hourly rates for actual Additional Services performed. For any such Additional Services, TEA will bill

CMWL at TEA's then-current billing rates. TEA shall invoice CMWL for any Additional Services provided pursuant to this Task Order 5. Rates for Additional Services provided during 2025 are included in the table below and are subject to escalation annually.

TEA 2025 Billing Rates ⁽¹⁾	
Job/Group	Billing Rate (\$/hour)
Principal Consultant	\$450
Senior Consultant/Project Manager	\$345
Consultant	\$255
Analyst	\$190
Clerical	\$120
⁽¹⁾ Billing rates are subject to increase annually starting January 1, 2026	

Section 10. Headings

Headings or captions contained in this Task Order 5 are solely for the convenience of the Parties and shall not affect the construction or interpretation of any of the provisions of this Task Order 5.

Section 11. Counterparts and Electronic Signatures

This Task Order 5 may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. The delivery of this Task Order 5 by electronic mail or other means of electronic transmission with an electronic signature in PDF or other manually acceptable digital format (e.g., DocuSign or Adobe Sign) by either Party's authorized representative shall be deemed an original for execution and enforcement of this Task Order 5.

Section 12. Amendment

This Task Order 5 may only be amended by an instrument in writing signed by each Party's authorized representative.

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order 5 to be executed in their respective names by their duly authorized representatives.

City of Columbia, Missouri

By: _____

Name: De'Carlton Seewood

Title: City Manager

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counsel

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore. Account No.

By:

Matthew Lue, Director of Finance

The Energy Authority, Inc.

By: 
F6AFF2957FD84C7...

Name: John B. Lucas

Its: VP, Finance and CFO

Exhibit A

Integrated Resource Planning Services

TEA Deliverables to CMWL

- I. Visual Monthly Project Status Reports;
- II. Outlined Assumptions;
- III. Modeling Results;
- IV. Draft Report; and
- V. Final Report.

Tentative Timeline

- | | |
|---|----------------|
| • Project Kickoff | September 2025 |
| • Assumptions Data Request Received from CMWL | September 2025 |
| • Assumptions Review with CMWL | October 2025 |
| • Model Development | October 2025 |
| • Base Case Development and Review with CMWL | November 2025 |
| • Scenario Cases Development and Review with CMWL | December 2025 |
| • Document Development and review with CMWL | January 2026 |
| • Document Delivery and Final Presentation | January 2026 |