

**CALIFORNIA AIR RESOURCES BOARD
RIVERSIDE PUBLIC UTILITIES
GREEN POWER PURCHASE AGREEMENT**

This Green Power Purchase Agreement ("Agreement"), entered into and made effective on this 13th day of January, 2021 ("Effective Date"), by and between California Air Resources Board ("CARB"), and the City of Riverside, a California charter city and municipal corporation, through its Department of Riverside Public Utilities ("RPU") – each a "Party" and, collectively, the "Parties" – states the nature and extent of the agreement between the Parties.

RECITALS

This Agreement is entered into with reference to the following facts:

- A. WHEREAS, the City of Riverside owns and operates a municipal utility (RPU), engaging in the business of generating, transmitting and distributing electric energy to its retail customers and others;
- B. WHEREAS, CARB will be a commercial electric customer of RPU;
- C. WHEREAS, CARB wishes to purchase renewable power from RPU to serve CARB's Southern California Headquarters, located at 4001 Iowa Avenue, Riverside, CA 92507;
- D. WHEREAS, upon application by a customer, a customer can elect to receive 100% renewable energy from RPU's portfolio of renewable resources. The customer will be assessed \$0.0179 per kWh above the effective energy charges in the customer's otherwise applicable tariff, which represents the forecasted cost of providing 100% renewable energy in place of the energy from the Utility's current portfolio of renewable and nonrenewable resources.
- E. WHEREAS, CARB wishes to purchase renewable power from RPU's Eligible Renewable Resources, as defined herein, to serve 100% of the Customer's net electric service requirements at CARB's Southern California Headquarters; and
- F. WHEREAS, RPU agrees to use its Eligible Renewable Resources to serve 100% of CARB's net electric service requirements at CARB's Southern California Headquarters.

NOW, THEREFORE, in consideration of the above-mentioned recitals and the covenants herein, the Parties mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement and the intent of the Parties is to confirm that CARB has elected and applied to receive 100% renewable energy from RPU's portfolio of renewable resources to serve CARB's net electric service requirements. CARB will be assessed \$0.0179 per kWh above the effective energy charges in the customer's otherwise applicable tariff, which represents RPU's forecasted cost of providing 100% renewable energy in place of the energy from RPU's current portfolio of renewable and nonrenewable resources.
2. Eligible Renewable Resources. The Eligible Renewable Resources shall consist of:
 - a) Energy generated from one or multiple Eligible RPU Renewable Resources, as identified in Section 3 herein, all located throughout Southern CA;
 - b) Any associated Environmental Attributes, including Renewable Energy Credits (RECs), with the exception of Low Carbon Fuel Standard (LCFS) Credits, which CARB will designate to a third party. CARB shall claim GHG emission reductions associated with LCFS Credits for annual CEQA mitigation purposes.
 - c) The Product must meet California's Renewables Portfolio Standard (RPS) as a Portfolio Content Category One (PCC 1) resource, as defined by the current version and any future updates of the California Energy Commission (CEC) RPS Eligibility Guidebook; and
 - d) The Product must be RPS-Certified by the California Energy Commission (CEC).
3. Current List of Eligible Renewable Resources in RPU portfolio.

Technology	Name	RPS ID	Year of Expiration	RPU Capacity (MW)	Est. Annual Qty. in 2017 (MWh)
Solar	Antelope Big Sky Ranch	61481A	2041	10.0	24,528
Solar	Antelope DSR 1	63125A	2036	25.0	71,175
Solar	AP North Lake	61846A	2040	20.0	55,010
Solar	Columbia Two	60852A	2034	11.1	33,060
Solar	Kingbird B	62424A	2036	14.0	41,697

Solar	Summer Solar	61501A	2041	10.0	24,528
Solar	Tequesquite	62743A	2040	7.3	16,690
Wind	Cabazon	60368A	2024	39.0	72,500
Wind	Wagner Wind	61179A	2032	6.0	19,258
Geothermal	CalEnergy Portfolio	See Note 1	2040	86.0	633,000
Total:					991,446

Note 1: 60308A, 60323A, 60307A, 60310A, 60317A, 60318A, 60320A, 60773A, 60324A, 62242A.

RPU reserves the right to add and/or remove projects from this list of Eligible Renewable Resources at its discretion, so long as any new projects being added to the list are: (1) RPS-Certified by the CEC; and (2) qualify as a Portfolio Content Category One (PCC 1) resource, as defined by the current version and any future updates of the CEC RPS Eligibility Guidebook. RPU shall notify CARB within 90 days of any revisions to the list of above Eligible Renewable Resources.

4. 100% Eligible Renewable Resources Allocation. RPU will provide Eligible Renewable Resources, as defined in Paragraph 3, to CARB for the full kilowatt hour (kWh) used at the facility and not served by onsite generation every month at the rates listed in Paragraph 1, hereinafter referred to as the "100% Renewable Energy Charge".
5. Renewable Energy Credits. California RPS law¹ does not permit RPU to count customer green pricing programs towards its RPS compliance obligations because the RECs associated with these programs are retired on behalf of the customer. The 100% Renewable Energy program includes the Renewable Energy Credits (RECs) associated with the production of renewable energy. CARB will claim all renewable and environmental attributes for the RECs associated with renewable power purchased by CARB. The RECs associated with the 100% Renewable Energy allocated to CARB will be retired by RPU on CARB's behalf. Documentation of the retirement of RECs shall be done using WREGIS. RECs shall be retired on CARB's behalf every year starting the year after this contract takes effect and covering the prior 12 month period. RPU shall provide written proof to CARB within 60 days of the retirement date each year.

¹ 2017 California Code, Public Utilities Code – PUC, DIVISION 1 - REGULATION OF PUBLIC UTILITIES; PART 1 - PUBLIC UTILITIES ACT, CHAPTER 2.3 - Electrical Restructuring, ARTICLE 16 - California Renewables Portfolio Standard Program, Section 399.30 (c) (4).

6. Commencement Date and Price. Effective March 01, 2021. ("Commencement Date"), RPU shall use its Eligible Renewable Resources to serve 100% of CARB's net electric service requirements at CARB's Southern California Headquarters. With at least fifteen (15) business days prior written notice to RPU, CARB may specify an alternative date other than or later than March 01, 2021. Beginning on the Commencement Date, CARB shall be billed for energy service under Schedule TOU-Large General and Industrial Service, as amended from time to time, including the election to receive 100% renewable energy from RPU's portfolio of renewable resources with the exception of the \$0.0179 per kWh renewable energy adder which will remain the same for the duration of the Agreement.
7. Billing and Payment. Unless otherwise specified in this Agreement, all electric bills shall be rendered and paid in accordance with the Electric Rules and Rates, as amended from time to time. The cost associated with this Contract shall be clearly reflected as a separate item on the billing statement. The timing of the payment will be made in accordance with, and within the time specified in, the Prompt Payment Act (Government Code Chapter 4.5, commencing with Section 927). For purposes of this Agreement, the "net" electric service requirement for each applicable monthly time period is defined to be the difference between all metered kWh energy supplied by RPU in that time period minus all metered kWh energy received by RPU during the same time period, calculated on a monthly basis. For any billing period where this time period difference is negative, the corresponding "net" electric service requirement shall be assumed to be 0 kWh. Any excess kWh renewable energy generated by CARB each month will be addressed in a separate NEM Agreement.
8. Point of Delivery. The point of delivery shall be CARB's Southern California Headquarters located at 4001 Iowa Avenue, Riverside, CA 92507.
9. Net Energy Metering. While participating in the 100% Renewable Energy rate under this Agreement, CARB will be eligible for net energy metering (NEM) under RPU's applicable Rate Schedule NEM, as amended from time to time.
10. Precedence. If RPU's Rules and Rates are amended at any time after the execution of this Agreement, the amended Rules and Rates shall control. CARB shall have the option to terminate the agreement with sixty (60) calendar days' notice if CARB determines it cannot agree to the amended Rules or Rates.
11. Term and Termination.
 - 11.1 The Agreement shall terminate twenty years after the Commencement Date.

11.2 RPU or CARB may terminate this Agreement at any time and be relieved of any performance under this Agreement should either party fail to perform in accordance with the terms of this Agreement. Any balance due to RPU by CARB for services provided shall be paid to RPU upon termination.

11.3 This Agreement can be terminated before twenty years after the Commencement Date by mutual agreement. Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.

11.4 CARB may elect to unilaterally terminate this Agreement on the ten (10) year anniversary. If CARB wishes to terminate the Agreement on the ten (10) year anniversary, they will provide at least 180 calendar days written notice.

11.5 Upon termination of this Agreement, RPU's obligations to provide electric service to CARB and the rates and rules applicable to RPU's provision of such electric service shall be pursuant to RPU's then existing Electric Rules and Rates.

- 12 Branding Collaboration. The Parties agree to collaborate on publicity, marketing, programs, and opportunities to exclusively promote RPU and Eligible Renewable Resources as the renewable energy resource at CARB's Southern California Headquarters. CARB and RPU will develop branding/promotion opportunities in the future, and as these evolve into specific projects, the Parties will enter into separate agreements.
- 13 Relationship of the Parties. This Agreement does not constitute, create nor give effect to a partnership, joint venture, or any agency between the Parties.
- 14 Amendments. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by a duly authorized official of both parties and approved as required. No oral understanding or Agreement, not incorporated in the Agreement, is binding on any of the parties.
- 15 Applicable Law. Each Party shall comply with all applicable federal, State and local laws, regulations, or ordinances in effect or hereafter adopted. This Agreement shall be governed by, construed, and interpreted in accordance with the substantive laws of the State of California, and federal rules and regulations as applicable. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the Counties of Sacramento or Riverside in the State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

- 16 Change in Law. In the event any Change in Law after the Commencement Date impacts some or all of the Eligible Renewable Resources being RPS compliant, and that the remaining Eligible Renewable Resources, if any, are insufficient to meet the annual net energy needs of CARB's Southern CA Headquarters in any given Contract Year during the Contract Term, then RPU shall take all commercially reasonable efforts necessary to either bring the disqualified Eligible Renewable Resources back into compliance or to contract with other RPS compliant resources.

If the impact from any Change in Law is substantial to the extent it cannot be mitigated despite RPU's commercially reasonable efforts, then Parties shall agree to terminate the Contract immediately.

- 17 Assignment. This Agreement is personal to CARB and RPU and neither party shall assign or transfer this Agreement or assign or transfer any privilege thereunder, or interest therein, in whole or in part ("assign" or "assignment") without the prior written consent of the other, which consent shall not be unreasonably withheld, except as otherwise provided herein. Any attempt by either party to make such an assignment without the other's consent shall be void ab initio, shall confer no right on any third party, and shall entitle the aggrieved party to terminate this Agreement on thirty (30) days written notice to the other.
- 18 Service to Others. The electric service provided herein is expressly reserved for CARB's sole use. CARB is prohibited from providing or reselling any portion of such service to third parties.
- 19 Shortage of Electric Supply and Interruption of Delivery: RPU does not guarantee delivery and shall not be liable for interruptions, shortages, or insufficiency of supply or any resultant loss or damage, including, without limitation, direct, indirect, or consequential loss, liability, claim, cost, charge, or expense. RPU reserves the right to suspend temporarily the delivery of energy whenever it may be necessary for the purpose of making repairs or improvements to its distribution system, or due to CAISO bulk transmission system emergencies. The making of repairs or improvements will be completed as rapidly as feasible. In all cases of planned interruptions of electric service, RPU shall make a reasonable attempt to give advance notice to CARB and will attempt to minimize the inconvenience to CARB. In the event of any actual or threatened shortage of energy and during such period of shortage, RPU shall apportion the available supply of electricity among its customers in the most equitable manner possible to continue service fairly and without discrimination, except that preference shall be given to service essential to the public interest and to the preservation of life and health.
- 20 Severability. In the event any portion of this Agreement is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

- 21 Ambiguities. This Agreement is a product of negotiation and the Parties have agreed to each term of it, and as such, ambiguities, if any, in the terms of this Agreement shall not be construed against any Party.
- 22 Counterparts/Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission and the Parties agree that such facsimile or electronic (e.g., .pdf) execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.
- 23 Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:
- If to CARB: Attn: Business Management Branch
 1001 I Street, 20th Floor
 Sacramento, CA 95814
- Attn: General Manager, RPU
If to RPU: 3750 University Avenue, 5th Floor
 Riverside, CA 92501
- Either Party may change such address by giving notice to the other party as provided herein.
- 24 Entire Agreement. This Agreement constitutes the entire understanding between the Parties. Each Party covenants that there is no agreement between itself and any other person, firm, or corporation which would impair the full force and effect of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated below.

THE CITY OF RIVERSIDE, a California charter city
and municipal corporation

By: _____

Name:

Title:

Date: _____

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: Susan Wilson
Assistant City Attorney

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CALIFORNIA AIR RESOURCES BOARD

By: 

Name: Annette Hebert

Title: Assistant Executive Officer Southern California Headquarters

Date: 01/13/2021