

**Western Area Power Administration
Rocky Mountain Region (RMR)
Loveland Area Projects – 2025 Power Marketing Initiative
Firm Electric Service Allocation Assignment Agreement**

AGREEMENT NUMBER AND EFFECTIVE DATE: (To be completed and assigned by Western)

Agreement No.		Effective Date:	
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ORIGINAL ALLOCATION HOLDER (“ALLOTTEE”): (To be completed by ALLOTTEE)

Company/Municipality Name:		City of Baldwin City	
Type of Organization:		Municipal	
Street Address:	803 Eighth St.	Point of Contact:	Chris Lowe
City:	Baldwin City	Title:	City Administrator
State:	Kansas	Office Phone Number:	785-594-6427
Zip:	66006	Cell Phone Number:	
State Formed/Organized Under:		E-mail:	clowe@baldwincity.org

ASSIGNED ALLOCATION HOLDER (“ASSIGNEE”): (To be completed by ASSIGNEE)

Company Name:		Kansas Municipal Energy Agency	
Type of Organization:		Joint Action Agency	
Street Address:	6300 W. 95th Street	Point of Contact:	Janssen
City:	Overland Park	Title:	Mgr, Projects and Assets
State:	Kansas	Office Phone Number:	913-660-0231
Zip:	66212	Cell Phone Number:	913-787-6568
State Formed/Organized Under:		E-mail:	bruse@kmea.com

RELATIONSHIP OF ALLOTTEE TO ASSIGNEE: (To be Completed by ASSIGNEE)

Member of Joint Action Agency

- PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called “Western,” represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.

3. AGREEMENT:

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.

3.4 Termination of this Agreement:

3.4.1 The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

3.4.2 This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

3.4.3 In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

3.4.4 In the event of termination of this Agreement:

3.4.4.1 ALLOTTEE will provide written notice to Western of its desire to do one of the following:
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

3.4.4.2 Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

3.4.4.3 Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

3.5 This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

4. TERM OF AGREEMENT: This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.
5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

RESOLUTION 2015-03
(To be completed by ALLOTTEE)

BE IT RESOLVED by the City Council of the Baldwin City,
(Official Name of City/Town)

that Chris Lowe, City Administrator is hereby authorized to execute for and on behalf of the
(Name of Official Signing Agreement on Behalf of City/Town)

Baldwin City, the attached Firm Electric Service Allocation
(Official Name of City/Town)

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,

and Baldwin City, which was duly presented to the City Council,
(Official Name of City/Town (ALLOTTEE) of Agreement)

and which Agreement is hereby approved.

(State of Kansas)
(Insert State)

) ss

(County of Douglas)
(Insert County)

I, Anna-Marie Keena, the duly appointed and qualified City Clerk of the
(Name of City Clerk)

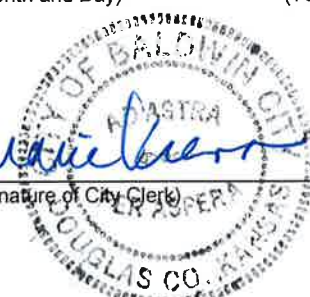
Baldwin City, do hereby certify that the foregoing is a true, accurate,
(Official Name of City/Town)

and complete copy of a resolution duly passed and adopted at a regular meeting of the City Council

of the Baldwin City, held on January 20, 2015.
(Official Name of City/Town) (Month and Day) (Year)

Dated: January 20, 2015

By: 
(Signature of City Clerk)



Title: City Clerk

(SEAL)

CERTIFICATE

(To be completed by ASSIGNEE)

I, Sam Mills, certify that I am the Interim General Manager of ASSIGNEE,
(Name of Official Signing Certificate) (Official's Title)

the association/organization/entity named as Kansas Municipal Energy Agency herein;
(Official Name of Association/Organization/Entity)

that Sam Mills, who signed the above Agreement on behalf of
(Name of Official Signing Agreement on Behalf of ASSIGNEE)

ASSIGNEE was then its Interim General Manager; and that said Agreement was duly
(Title of Official Signing Agreement)

signed for and on behalf of ASSIGNEE by authority of its governing body and is within the
scope of its corporate powers.

(SEAL)

By: 
(Signature of Official Signing Certificate)

Name: Sam Mills - Interim General Manager

Address: 6300 W. 95th Street

Overland Park, Kansas 66212

Date: 4/29/15