Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, September 12, 2018
7:00 pm
Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Director Smith will attend by teleconference from Renaissance Long Beach Hotel, 111 E Ocean Blvd, Long Beach, CA 90802. Members of the public may provide testimony at the teleconference location.

AGENDA

Call to Order

Roll Call

Public Comment on Matters Not Listed on the Agenda

The public may provide comments on any item not on the Agenda. Speakers are limited to 3 minutes each.

Consent Calendar (Action)

1a) Approve Minutes of the July 11, 2018, Board of Directors Meeting
1b) Receive Customer Program Advisory Group Report
1c) Approve Extension of Customer Program Advisory Group Term Length
1d) Receive June 2018 Treasurer Report
1e) Receive July 2018 Treasurer Report
1f) Approve Amendment to Smartphone Stipend Policy
1g) Authorize CEO to Execute Agreement with Richards, Watson, and Gershon for Legal Services
1h) Authorize CEO to Execute Agreement with Mail R Us dba Ad-Vantage Marketing, Inc. for Printing and Mailing Services
1i) Approve Time Extension, Addition of Funds and Authorize CEO to Execute Second Amendment to Agreement with Above the Fold Designs for Graphic Design and Web Design Services
1j) Approve Time Extension and Authorize CEO to Execute Amendment to Agreement with Pacific Printing for Printing Services

1k) Authorize CEO to Execute an Amended Agreement with Pacific Energy Advisors, Inc., for Power Management and Technical Consulting Services, October 2018 – September 2019

1l) Approve Credit Agreement and Other Related Documents with River City Bank to Establish $20 million Revolving Line of Credit, and Adopt Resolution Certifying Representatives on River City Bank Loans

1m) Approve Access to Public Records - Request and Fees Policy

1n) SVCE 2017 Annual Power Source Disclosure Report Attestation

1o) Authorize CEO to Execute an Amended Engagement Letter Increasing the Not-to-Exceed Amount For Services Related to the 2017 Renewables RFO, with Troutman Sanders LLP

**Regular Calendar**

2) CEO Report (Discussion)

3) Adopt Fiscal Year 2018-19 Operating Budget and Adopt Resolution Amending the Organization Chart, Job Classifications, and Salary Schedule (Action)

4) Approve Amendments to SVCE Benefits Package (Action)

5) SVCE High-level Roadmap Draft (Discussion)

6) Executive Committee Report (Discussion)

7) Finance and Administration Committee Report (Discussion)

8) Legislative Ad Hoc Committee Report (Discussion)

**Board Member Announcements and Direction on Future Agenda Items**

**Public Comment on Closed Session**

*The public may provide comments regarding the Closed Session item(s) just prior to the Board beginning the Closed Session. Closed Sessions are not open to the public.*

**Convene to Closed Session (Community Hall Kitchen)**

Public Employee Performance Evaluation
Title: Chief Executive Officer

Conference with Labor Negotiator

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Clerk for the Authority at (408) 721-5301 x1005. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.105 ADA Title II).
Agency Representative: Courtenay Corrigan, Chair, Board of Directors
Unrepresented Employee: Chief Executive Officer

Report from Closed Session

Adjourn
Call to Order

Vice Chair Abe-Koga called the meeting to order at 7:03 p.m.

Roll Call

Present:
Vice Chair Margaret Abe-Koga, City of Mountain View
Alternate Director Edesa Bitbadal, City of Milpitas
Director Steve Tate, City of Morgan Hill
Director Nancy Smith, City of Sunnyvale
Director Howard Miller, City of Saratoga
Alternate Director Barry Chang, City of Cupertino
Alternate Director Steve Schmidt, Town of Los Altos Hills
Director Daniel Harney, City of Gilroy (arrived at 8:14 p.m.)
Director Liz Gibbons, City of Campbell
Director Burton Craig, City of Monte Sereno

Absent:
Director Jeannie Bruins, City of Los Altos
Director Rob Rennie, Town of Los Gatos
Director Dave Cortese, County of Santa Clara

Public Comment on Matters Not Listed on the Agenda
No speakers.

Consent Calendar

MOTION: Director Miller moved and Director Tate seconded the motion to approve the Consent Calendar.

The motion carried unanimously with Directors Harney, Bruins, Rennie, and Cortese absent.

1a) Approve Minutes of the June 13, 2018, Board of Directors Meeting
1b) Receive Customer Program Advisory Group Report
1c) Receive May 2018 Treasurer Report
1d) Approve Employee Recruitment Incentive Policy
1e) Approve Time Extension and Authorize CEO to Execute Amendment to Agreement with DNV GL Energy Services USA, Inc. for GHG Emissions Accounting and Clean Energy Metrics Services
1f) Authorize CEO to Execute Agreement with Strategic Energy Innovations for Climate Corps Bay Area Fellows
1g) Approve Time Extension, Addition of Funds and Authorize CEO to Execute Amendment to Agreement with Ion Translations, LLC for Translation Services
1h) Authorize CEO to Execute Agreement with Rocky Mountain Institute for Prioritizing Goals, Barriers & Opportunities; Prototyping a Flagship Program Portfolio; and, Providing Subject Matter Expertise in Decarbonization Initiatives via Stakeholder Workshop Design and Facilitation Services

Regular Calendar

2) CEO Report (Discussion)

CEO Girish Balachandran introduced Aimee Bailey, Director of Decarbonization and Grid Innovation Programs, who provided brief welcome comments. Manager of Regulatory and Legislative Effectiveness Hilary Staver provided an update on Regulatory and Legislative issues.

Director Gibbons requested staff provide regulatory and legislative updates, if appropriate, during the August hiatus.

3) Approve SVCE Integrated Resource Plan (Action)

Manager of Regulatory and Legislative Effectiveness Staver introduced the item and a PowerPoint presentation. Manager of Regulatory and Legislative Effectiveness Staver responded to Board questions.

Vice Chair Abe-Koga opened public comment.

Bruce Karney, Mountain View resident, commented on the state’s definition of clean energy, his opinion of the clean net short methodology, and Hawaii’s renewable energy goals and accounting mechanism.

Vice Chair Abe-Koga closed public comment.

MOTION: Director Smith moved and Alternate Director Bitbadal seconded the motion to approve the Integrated Resource Plan for submission to the CPUC with possible non-substantive changes.

The motion carried unanimously with Directors Harney, Bruins, Rennie, and Cortese absent.

4) Approve Strategic Plan Update (Action)

CEO Balachandran introduced the item and presented a PowerPoint presentation; CEO Balachandran responded to Board questions.

Vice Chair Abe-Koga opened public comment.

No speakers.

Vice Chair Abe-Koga closed public comment.

MOTION: Director Gibbons moved and Alternate Director Bitbadal seconded the motion to approve the proposed amendments to SVCE’s Strategic Plan.
The motion carried unanimously with Directors Harney, Bruins, Rennie, and Cortese absent.

5) Proposed FY 2018-19 Operating Budget (Discussion)

Director of Finance and Administration Don Eckert presented a PowerPoint presentation and responded to Board questions.

Vice Chair Abe-Koga opened public comment.
No speakers.
Vice Chair Abe-Koga closed public comment.

Board members provided favorable feedback regarding the broadband approach to the proposed organizational structure.

The group discussed a potential change to SVCE’s budget cycle; staff noted they would bring the suggestion back for consideration at a later date.

6) SVCE Baseline Greenhouse Gas (GHG) Accounting and Energy Metrics Data (Discussion)

Director of Account Services & Customer Relations Don Bray and Betty Seto, Sustainable Buildings and Communities Department with DNV GL, presented a PowerPoint presentation and responded to Board questions.

Director Gibbons requested the sources and links referenced in the presentation would be provided to the Board.

Alternate Director Bitbadal suggested the information be shared with member agency staff and respective councils; CEO Balachandran noted once the data is finalized, staff would prepare a packet of information to be submitted to City Managers for distribution.

Vice Chair Abe-Koga opened public comment.

Bruce Karney commented on Mountain View’s Environmental Sustainability Task Force recommendations, and provided suggestions to frame goals and measurements in per capita terms, stop new natural gas infrastructure, and set goals for every year.

James Tuleya, resident of Sunnyvale, commented on the data findings and the importance of residential programs. Tuleya commented on filling gaps of support for underserved customers such as small businesses, and supported the idea of stopping alternative use of natural gas for generation.

Vice Chair Abe-Koga closed public comment.

7) Executive Committee Report

Vice Chair Abe-Koga reported the Executive Committee met June 26 and reviewed and provided feedback on the Strategic Plan, and discussed a new joint power authority of joint power authorities. Vice Chair Abe-Koga noted staff requested to cancel the July 24 Executive Committee meeting due to a light agenda; there were no objections from the Board to cancel the meeting.

8) Finance and Administration Committee Report
Director Craig, Chair of the Finance and Administration Committee, reported the Finance and Administration Committee met on June 19 in a special meeting to discuss benefits and compensation and an additional special meeting would occur July 23 to continue the discussion and provide feedback and suggestions.

9) Legislative Ad Hoc Committee Report

Vice Chair Abe-Koga noted there was no report as the Legislative Ad Hoc Committee had not met and the next meeting would occur July 17.

Board Member Announcements and Direction on Future Agenda Items

Director Harney thanked Account Representative Peyton Parks for attending the Gilroy Chamber of Commerce’s monthly breakfast, and invited the Board of Directors and public to the Gilroy Garlic Festival beginning July 27. Director Harney noted SVCE’s sponsorship of the festival and SVCE’s staff family day on July 27.

Adjourn

Vice Chair Abe-Koga adjourned the meeting at 9:17 p.m. and noted the next Board of Directors meeting would occur in September.
REPORT
The eighth Customer Program Advisory Group (CPAG) meeting was held on August 15, 2018 at the Sunnyvale Recreation Center.

The CPAG meeting agenda and summary report are listed below.

Consent Calendar
1) Approve Minutes of the July 18, 2018, Customer Program Advisory Group Meeting

Regular Calendar
2) SVCE Member Agency Working Group Recommendations Debrief (Discussion)
3) SVCE High-level Roadmap Draft (Discussion)
4) Customer Program Advisory Group Term Length (Discussion)
5) Electricity Monitoring, Electricity Bill Explorer, Residential BE Ready Deep Dive and SVCE’s Customer Resource Center (Discussion)

The meeting opened with a debrief and discussion of July’s Member Agency Working Group SVCE programs recommendations, led by SVCE Account Services Manager, John Supp.

This was followed by a high-level update and discussion of SVCE’s programs roadmap strategy, led by SVCE Director of Decarbonization and Grid Innovation Programs, Aimee Bailey. The group provided input and suggestions related to improving the programs roadmap development plan.

Next, CPAG members split into groups of 3-4 to discuss and present responses to a prompt by the CPAG Chair that asked for suggestions to improve the customer uptake of programs like the CPAG’s Bill Explorer and Residential Energy Monitoring program proposals. At the July CPAG meeting, the group learned that comparable existing programs have experienced low participation rates. Groups identified awareness, market segmentation with segment-specific messaging, and outreach through partners as top strategies to improve participation.

CPAG Extension
The meeting concluded with a discussion and vote on the CPAG term length, with no objections to continuing through December 2018, given the timeline associated with the SVCE programs roadmap.
Members felt the group had come up a learning curve to establish a knowledge base and that the CPAG’s job is “not yet done” given that the SVCE programs roadmap is just ramping up. When asked, no member felt the group has run its course.

Item 5 on the regular calendar, Electricity Monitoring, Electricity Bill Explorer, Residential BE Ready Deep Dive and SVCE’s, Customer Resource Center, will be presented by staff at the September CPAG meeting.

The next regularly scheduled CPAG meeting will take place on September 19 from 11 a.m. – 1 p.m., at the Sunnyvale Recreation Center, Neighborhood Room.
Staff Report – Item 1c

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1c: Approve Extension of Customer Program Advisory Group Term Length

Date: 9/12/2018

RECOMMENDATION
Staff recommends the Board authorize the extension of the Customer Program Advisory Group term through December 2018.

BACKGROUND
The Customer Program Advisory Group (CPAG) was created in late 2017 to provide a mechanism to incorporate customer feedback into residential program design during the decarbonization roadmap development process. The group was established with a nine-month term length running through September 2018. Without further action, the CPAG will sunset at that time.

ANALYSIS & DISCUSSION
Staff consulted the CPAG on extending the term length at their August 15, 2018, meeting. The proposed extension is through December 2018, which coincides with the remaining decarbonization roadmap development time period. In the August 15 discussion, CPAG members expressed no objections for extending the term through December 2018.

STRATEGIC PLAN
This recommendation supports SVCE’s Strategic Plan, Goal 5, which is to work with the community to achieve energy and transportation GHG emissions reductions. Strategy 5.2, copied below, supports Goal 5 by establishing an SVCE decarbonization program roadmap which is necessary to guide and measure progress toward achieving GHG emissions targets. Specifically, Strategy 5.2.4 highlights establishing one or more processes or mechanisms for ongoing stakeholder input and review.

Strategy 5.2: Establish an SVCE decarbonization program roadmap and related processes

5.2.1.) Establish high-level evaluation criteria and weighting to assess relative program impact and value
5.2.2.) Identify and document candidate programs that promote decarbonization via improved energy efficiency and/or fuel switching to clean electricity
5.2.3.) Confirm top-ranked programs for detailed development and launch in 2019
5.2.4.) Establish process and mechanisms for ongoing stakeholder input and review

ALTERNATIVE
The primary alternative is to maintain the adopted CPAG term, and let the advisory group sunset in September 2018. Staff does not recommend this alternative, because there would be no formalized group of community input advising on residential programs through the remaining months of the decarbonization
roadmap development. Staff recommends extending the term limit to maintain continuity through the end of the roadmap development process.

Concurrently with developing the decarbonization roadmap, Staff is in the process of developing a recommendation and alternatives for a potential customer advisory group to be put in place after the CPAG has sunset. Staff will bring forward a recommendation to the Board for their review by late 2018 or early 2019.

**FISCAL IMPACT**
Extending the CPAG term length through December has no material fiscal impact.
TREASURER REPORT
Fiscal Year to Date
As of June 30, 2018
(Preliminary & Unaudited)
Issue Date: August 13, 2018

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<td>Statement of Cash Flows</td>
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<td>Personnel Report</td>
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<td>Accounts Receivable Aging Report</td>
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</table>
Financial Highlights for the month of June 2018:
SVCE began serving the City of Milpitas on June 1, 2018. June will be a transition month with all eligible accounts on-line by the end of the month.
SVCE ends the month in stable financial condition.
> SVCE operations resulted in positive change in net position for the month of $11.1 million and year-to-date positive change in net position of $32.8 million.
  o June’s revenue of $26.9 million accounted for 315 GWh in net retail consumption.
  o Results for the month came in $0.4 million above plan.
  o Year-to-date contribution margin is $40.1 million with a current ratio of 3.0.
> Retail GWh sales are on target.
  o Since the mid-year budget adjustment, volume has been a combined 6 GWh's ahead of the amended budget.
  o Energy load was re-forecasted for February though September in the mid-year budget. Forecasted GWh sales for the fiscal year is 3,542.
> Power Supply
  o Power supply costs for the month were on target to plan.
  o SVCE has accrued a large deposit balance with PG&E for future Resource Adequacy needs.
  o One of the three long-term power purchase agreements negotiations concluded in June. Supply begins in 2021.
  o Incremental power supply needs, due to serving Milpitas, have been secured through the end of the calendar year.
> Programs/Capital
  o Year-to-date programs activity includes GHG accounting services.
  o A Customer Program Advisory Group was initiated in January 2018. Recommendations were presented at the June 2018 Board of Directors meeting.
> Investing/Financing
  o SVCE is debt free at the end of January 2018.

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<tr>
<th>Change in Net Position</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
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<th>Aug</th>
<th>Sept</th>
<th>Total</th>
<th>Amended Budget</th>
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<td>Actual</td>
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<td>1,818</td>
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<td>32,794</td>
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<th>June</th>
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<th>Aug</th>
<th>Sept</th>
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<th>Amended Budget</th>
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<td>Energy &amp; REC's</td>
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<td>12,727</td>
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<td>Capacity</td>
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<td>Charge/Credit (IST/Net Rev)</td>
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<td>Net Power Costs</td>
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<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
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<th>Aug</th>
<th>Sept</th>
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<td>266</td>
<td>295</td>
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<td>254</td>
<td>282</td>
<td>255</td>
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<td>295</td>
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<td>315</td>
<td></td>
<td></td>
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<td>2,491</td>
<td>3,543</td>
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### Other Statistics and Ratios

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<td>Working Capital</td>
<td>$57,813,686</td>
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<td>Current Ratio</td>
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<td>Contribution Margin</td>
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<td>Expense Coverage Days</td>
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<td>Long-Term Debt</td>
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<td>Opt-Out Accounts</td>
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<tr>
<td>Opt-Up Accounts</td>
<td>2,481</td>
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### Retail Sales - Month

- **Actual:** 26.9 Millions
- **Budget:** 23.7 Millions
- **FY16/17:** 11.5 Millions

### Retail Sales - YTD

- **Actual:** 166.0 Millions
- **Budget:** 165.3 Millions
- **FY16/17:** 27.1 Millions

### O&M - Month

- **Actual:** 15.9 Millions
- **Budget:** 16.2 Millions
- **FY16/17:** 7.3 Millions

### O&M - YTD

- **Actual:** 133.2 Millions
- **Budget:** 134.5 Millions
- **FY16/17:** 19.2 Millions
SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION
As of June 30, 2018

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<th>ASSETS</th>
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</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
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<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$34,939,606</td>
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<tr>
<td>Accounts Receivable, net of allowance</td>
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<tr>
<td>Energy Settlements Receivable</td>
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<tr>
<td>Accrued Revenue</td>
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<td>Other Receivables</td>
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<td>Prepaid Expenses</td>
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<td>Deposits</td>
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<td><strong>Total Current Assets</strong></td>
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<tr>
<td><strong>Noncurrent assets</strong></td>
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<tr>
<td>Capital assets, net of depreciation</td>
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<td>Deposits</td>
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<td><strong>Total Noncurrent Assets</strong></td>
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<tr>
<td><strong>Total Assets</strong></td>
<td>89,388,559</td>
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<table>
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<th>LIABILITIES</th>
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<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>694,639</td>
<td></td>
</tr>
<tr>
<td>Accrued Cost of Electricity</td>
<td>25,168,515</td>
<td></td>
</tr>
<tr>
<td>Accrued Payroll &amp; Benefits</td>
<td>250,198</td>
<td></td>
</tr>
<tr>
<td>Other Accrued Liabilities</td>
<td>109,000</td>
<td></td>
</tr>
<tr>
<td>User Taxes and Energy Surcharges due to other gov'ts</td>
<td>871,482</td>
<td></td>
</tr>
<tr>
<td>Supplier Security Deposits</td>
<td>1,185,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>28,278,834</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET POSITION</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net investment in capital assets</td>
<td>166,979</td>
<td></td>
</tr>
<tr>
<td>Unrestricted (deficit)</td>
<td>60,942,746</td>
<td></td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td>$61,109,725</td>
<td></td>
</tr>
</tbody>
</table>
## SILICON VALLEY CLEAN ENERGY AUTHORITY

### STATEMENT OF REVENUES, EXPENSES
### AND CHANGES IN NET POSITION
### October 1, 2017 through June 30, 2018

**OPERATING REVENUES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity Sales, Net</td>
<td>$165,262,850</td>
</tr>
<tr>
<td>GreenPrime electricity premium</td>
<td>534,218</td>
</tr>
<tr>
<td>Other income</td>
<td>165,060</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUES</strong></td>
<td><strong>165,962,128</strong></td>
</tr>
</tbody>
</table>

**OPERATING EXPENSES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Electricity</td>
<td>125,917,607</td>
</tr>
<tr>
<td>Staff Compensation and benefits</td>
<td>1,870,236</td>
</tr>
<tr>
<td>Data Management</td>
<td>2,526,946</td>
</tr>
<tr>
<td>Service Fees - PG&amp;E</td>
<td>865,584</td>
</tr>
<tr>
<td>Consultants and Other Professional Fees</td>
<td>600,191</td>
</tr>
<tr>
<td>Legal</td>
<td>268,221</td>
</tr>
<tr>
<td>Communications &amp; Noticing</td>
<td>443,755</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>702,795</td>
</tr>
<tr>
<td>Depreciation</td>
<td>27,878</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td><strong>133,223,213</strong></td>
</tr>
</tbody>
</table>

**OPERATING INCOME(LOSS)**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32,738,915</td>
</tr>
</tbody>
</table>

**NONOPERATING REVENUES (EXPENSES)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Income</td>
<td>70,979</td>
</tr>
<tr>
<td>Interest and related expenses</td>
<td>(15,666)</td>
</tr>
<tr>
<td><strong>TOTAL NONOPERATING EXPENSES</strong></td>
<td><strong>55,313</strong></td>
</tr>
</tbody>
</table>

**CHANGE IN NET POSITION**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Position at beginning of period</td>
<td>28,315,497</td>
</tr>
<tr>
<td>Net Position at end of period</td>
<td>$61,109,725</td>
</tr>
</tbody>
</table>


# SILICON VALLEY CLEAN ENERGY AUTHORITY

## STATEMENT OF CASH FLOWS

**October 1, 2017 through June 30, 2018**

### CASH FLOWS FROM OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipts from electricity sales</td>
<td>$165,505,853</td>
</tr>
<tr>
<td>Receipts from other income</td>
<td>116,060</td>
</tr>
<tr>
<td>Receipts from supplier security deposits</td>
<td>1,185,000</td>
</tr>
<tr>
<td>Tax and surcharge receipts from customers</td>
<td>3,599,453</td>
</tr>
<tr>
<td>Energy settlements received</td>
<td>7,476,748</td>
</tr>
<tr>
<td>Deposits and collateral received</td>
<td>2,200,300</td>
</tr>
<tr>
<td>Payments to purchase electricity</td>
<td>(135,003,201)</td>
</tr>
<tr>
<td>Payments for staff compensation and benefits</td>
<td>(1,705,158)</td>
</tr>
<tr>
<td>Payments for data manager fees</td>
<td>(2,774,183)</td>
</tr>
<tr>
<td>Payments for PG&amp;E service fees</td>
<td>(715,886)</td>
</tr>
<tr>
<td>Payments for consultants and other professional services</td>
<td>(617,693)</td>
</tr>
<tr>
<td>Payments for legal fees</td>
<td>(258,860)</td>
</tr>
<tr>
<td>Payments for communications and noticing</td>
<td>(410,979)</td>
</tr>
<tr>
<td>Payments for general and administrative</td>
<td>(762,170)</td>
</tr>
<tr>
<td>Energy settlements paid</td>
<td>(5,057,116)</td>
</tr>
<tr>
<td>Payments of deposits and collateral</td>
<td>(7,468,770)</td>
</tr>
<tr>
<td>Tax and surcharge payments to other governments</td>
<td>(3,504,125)</td>
</tr>
</tbody>
</table>

**Net cash provided (used) by operating activities**  

**21,805,273**

### CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal payments on loan</td>
<td>(5,630,000)</td>
</tr>
<tr>
<td>Interest and related expense payments</td>
<td>(22,892)</td>
</tr>
</tbody>
</table>

**Net cash provided (used) by non-capital financing activities**  

**5,652,892**

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition of capital assets</td>
<td>(27,351)</td>
</tr>
</tbody>
</table>

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income received</td>
<td>70,979</td>
</tr>
</tbody>
</table>

Net change in cash and cash equivalents  

**16,196,009**

Cash and cash equivalents at beginning of year  

**21,243,597**

**Cash and cash equivalents at end of period**  

**37,439,606**
SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)
October 1, 2017 through June 30, 2018

RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

Operating Income (loss) $ 32,738,915

Adjustments to reconcile operating income to net cash provided (used) by operating activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depreciation expense</td>
<td>27,878</td>
</tr>
<tr>
<td>Revenue reduced for uncollectible accounts</td>
<td>833,151</td>
</tr>
<tr>
<td>(Increase) decrease in net accounts receivable</td>
<td>2,145,745</td>
</tr>
<tr>
<td>(Increase) decrease in energy settlements receivable</td>
<td>266,328</td>
</tr>
<tr>
<td>(Increase) decrease in other receivables</td>
<td>(99,206)</td>
</tr>
<tr>
<td>(Increase) decrease in accrued revenue</td>
<td>(3,230,939)</td>
</tr>
<tr>
<td>(Increase) decrease in prepaid expenses</td>
<td>(6,127,381)</td>
</tr>
<tr>
<td>(Increase) decrease in current deposits</td>
<td>(5,268,470)</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>(155,583)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued payroll &amp; benefits</td>
<td>165,175</td>
</tr>
<tr>
<td>Increase (decrease) in energy settlements payable</td>
<td>512,777</td>
</tr>
<tr>
<td>Increase (decrease) in supplier security deposits</td>
<td>1,185,000</td>
</tr>
<tr>
<td>Increase (decrease) in accrued cost of electricity</td>
<td>(1,332,373)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued liabilities</td>
<td>88,100</td>
</tr>
<tr>
<td>Increase (decrease) taxes and surcharges due to other governments</td>
<td>(56,156)</td>
</tr>
</tbody>
</table>

Net cash provided (used) by operating activities $ 21,805,273
### SILICON VALLEY CLEAN ENERGY

#### BUDGETARY COMPARISON SCHEDULE

October 1, 2017 through June 30, 2018

<table>
<thead>
<tr>
<th>REVENUES &amp; OTHER SOURCES</th>
<th>FYTD Actual</th>
<th>FYTD Amended Budget</th>
<th>Variance</th>
<th>FY 2017-18 Amended Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Sales</td>
<td>$165,262,850</td>
<td>$164,782,721</td>
<td>$480,129</td>
<td>$253,508,101</td>
<td>0%</td>
</tr>
<tr>
<td>Green Prime Premium</td>
<td>534,218</td>
<td>456,467</td>
<td>77,751</td>
<td>609,889</td>
<td>17%</td>
</tr>
<tr>
<td>Other Income</td>
<td>165,060</td>
<td>43,250</td>
<td>121,810</td>
<td>50,750</td>
<td>282%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>70,979</td>
<td>50,000</td>
<td>20,979</td>
<td>100,000</td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES &amp; OTHER SOURCES</strong></td>
<td><strong>166,033,107</strong></td>
<td><strong>165,332,438</strong></td>
<td><strong>700,669</strong></td>
<td><strong>254,268,741</strong></td>
<td><strong>0%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES &amp; OTHER USES</th>
<th>CURRENT EXPENDITURES</th>
<th>OTHER USES</th>
<th>DEBT SERVICE</th>
<th>Total Expenditures, Other Uses &amp; Debt Service</th>
<th>Net Increase(Decrease) in Available Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES &amp; OTHER SOURCES</td>
<td>FYTD FYTD Variance FY 2017-18 % Budget</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXPENDITURES &amp; OTHER USES</td>
<td>Current Expenditures</td>
<td>Other Uses</td>
<td>Debt Service</td>
<td>Total Expenditures, Other Uses &amp; Debt Service</td>
<td>Net Increase(Decrease) in Available Fund Balance</td>
</tr>
<tr>
<td>Power Supply</td>
<td>125,917,607</td>
<td>126,657,423</td>
<td>739,816</td>
<td>1%</td>
<td>182,561,000</td>
</tr>
<tr>
<td>Data Management</td>
<td>2,526,946</td>
<td>2,432,687</td>
<td>(94,259)</td>
<td>-4%</td>
<td>3,276,512</td>
</tr>
<tr>
<td>PG&amp;E Fees</td>
<td>865,584</td>
<td>725,818</td>
<td>(139,766)</td>
<td>-19%</td>
<td>886,912</td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td>1,870,236</td>
<td>2,493,523</td>
<td>623,287</td>
<td>25%</td>
<td>3,555,301</td>
</tr>
<tr>
<td>Professional Services</td>
<td>854,574</td>
<td>993,750</td>
<td>139,176</td>
<td>14%</td>
<td>1,325,000</td>
</tr>
<tr>
<td>Marketing &amp; Promotions</td>
<td>303,101</td>
<td>412,500</td>
<td>109,399</td>
<td>27%</td>
<td>550,000</td>
</tr>
<tr>
<td>Notifications</td>
<td>140,654</td>
<td>117,500</td>
<td>(23,154)</td>
<td>-20%</td>
<td>125,000</td>
</tr>
<tr>
<td>Lease</td>
<td>240,556</td>
<td>250,969</td>
<td>10,413</td>
<td>4%</td>
<td>334,850</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>462,239</td>
<td>448,425</td>
<td>(13,814)</td>
<td>-3%</td>
<td>597,900</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT EXPENDITURES</strong></td>
<td><strong>133,181,497</strong></td>
<td><strong>134,532,594</strong></td>
<td><strong>1,351,097</strong></td>
<td><strong>1%</strong></td>
<td><strong>193,212,276</strong></td>
</tr>
<tr>
<td>Customer Programs</td>
<td>13,838</td>
<td>3,173,939</td>
<td>3,160,101</td>
<td>0%</td>
<td>5,070,000</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>21,142</td>
<td>35,249</td>
<td>14,107</td>
<td>40%</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>TOTAL OTHER USES</strong></td>
<td><strong>34,980</strong></td>
<td><strong>3,209,188</strong></td>
<td><strong>3,174,208</strong></td>
<td><strong>99%</strong></td>
<td><strong>5,120,000</strong></td>
</tr>
<tr>
<td>Interest</td>
<td>15,666</td>
<td>15,666</td>
<td>-</td>
<td>0%</td>
<td>15,666</td>
</tr>
<tr>
<td>Principal</td>
<td>5,630,000</td>
<td>5,630,000</td>
<td>-</td>
<td>0%</td>
<td>5,630,000</td>
</tr>
<tr>
<td><strong>TOTAL DEBT SERVICE</strong></td>
<td><strong>5,645,666</strong></td>
<td><strong>5,645,666</strong></td>
<td><strong>-</strong></td>
<td><strong>0%</strong></td>
<td><strong>5,645,666</strong></td>
</tr>
</tbody>
</table>

**Net Increase(Decrease) in Available Fund Balance**

- **Current Period:**
  - FYTD: $27,170,964
  - FY 2017-18: $21,944,989
  - Variance: $5,225,975
  - % Decrease: 24%

- **Fund Balance:**
  - FYTD: $5,225,975
  - FY 2017-18: $50,290,799
  - % Decrease: 24%
SILICON VALLEY CLEAN ENERGY AUTHORITY

BUDGET RECONCILIATION TO STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Net Increase (decrease) in available fund balance per budgetary comparison schedule $ 27,170,964

Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position

Subtract depreciation expense (27,878)
Add back capital asset acquisitions 21,142
Add back principal payments on debt 5,630,000

Change in Net Position 32,794,228
<table>
<thead>
<tr>
<th>Item 1d</th>
</tr>
</thead>
</table>

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

**STATEMENT OF REVENUES, EXPENSES**

**AND CHANGES IN NET POSITION**

October 1, 2017 through June 30, 2018

<table>
<thead>
<tr>
<th>OPERATING REVENUES</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity sales, net</td>
<td>$22,523,034</td>
<td>$15,426,854</td>
<td>$17,324,129</td>
<td>$15,778,435</td>
<td>$14,921,265</td>
<td>$16,117,978</td>
<td>$15,156,265</td>
<td>$21,182,416</td>
<td>$26,832,474</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$165,262,850</td>
</tr>
<tr>
<td>Green electricity premium</td>
<td>32,946</td>
<td>63,341</td>
<td>61,848</td>
<td>62,605</td>
<td>57,222</td>
<td>64,918</td>
<td>60,208</td>
<td>63,856</td>
<td>67,274</td>
<td>534,218</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other income</td>
<td>-</td>
<td>-</td>
<td>24,450</td>
<td>6,300</td>
<td>-</td>
<td>34,560</td>
<td>22,750</td>
<td>28,000</td>
<td>49,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>165,060</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>22,555,980</td>
<td>15,490,195</td>
<td>17,410,427</td>
<td>17,494,848</td>
<td>16,217,456</td>
<td>15,239,223</td>
<td>21,274,272</td>
<td>26,948,748</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>165,962,128</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENSES</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of electricity</td>
<td>15,195,616</td>
<td>12,859,048</td>
<td>16,034,462</td>
<td>14,228,493</td>
<td>14,232,977</td>
<td>15,707,933</td>
<td>13,126,160</td>
<td>11,533,566</td>
<td>14,999,352</td>
<td>125,917,607</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff compensation and benefits</td>
<td>196,743</td>
<td>168,026</td>
<td>197,149</td>
<td>161,974</td>
<td>209,855</td>
<td>228,403</td>
<td>200,838</td>
<td>242,800</td>
<td>264,448</td>
<td>1,870,236</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data manager</td>
<td>276,838</td>
<td>277,564</td>
<td>277,114</td>
<td>281,602</td>
<td>275,000</td>
<td>287,603</td>
<td>281,378</td>
<td>269,300</td>
<td>300,547</td>
<td>2,526,946</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>920</td>
<td>200,000</td>
<td>104,290</td>
<td>120,027</td>
<td>101,645</td>
<td>81,816</td>
<td>84,000</td>
<td>88,886</td>
<td>84,000</td>
<td>865,584</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>78,816</td>
<td>277,564</td>
<td>277,114</td>
<td>281,602</td>
<td>275,000</td>
<td>287,603</td>
<td>281,378</td>
<td>269,300</td>
<td>300,547</td>
<td>2,526,946</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administration</td>
<td>55,285</td>
<td>66,571</td>
<td>110,236</td>
<td>59,744</td>
<td>168,407</td>
<td>74,931</td>
<td>54,233</td>
<td>50,432</td>
<td>702,795</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>2,762</td>
<td>3,059</td>
<td>3,058</td>
<td>3,153</td>
<td>3,299</td>
<td>3,364</td>
<td>3,420</td>
<td>27,878</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>15,806,980</td>
<td>13,664,344</td>
<td>16,832,357</td>
<td>14,884,179</td>
<td>16,636,617</td>
<td>14,105,361</td>
<td>12,388,925</td>
<td>15,904,606</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>133,223,213</td>
<td></td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>6,749,000</td>
<td>1,817,627</td>
<td>17,410,427</td>
<td>14,994,848</td>
<td>16,217,456</td>
<td>15,239,223</td>
<td>21,274,272</td>
<td>26,948,748</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>32,794,228</td>
<td></td>
</tr>
</tbody>
</table>

| NONOPERATING REVENUES (EXPENSES) | Interest income | - | - | - | - | - | 3,452 | 20,727 | 22,840 | 23,960 | 70,979 |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Interest and related expenses | (7,442) | (8,224) | - | - | - | - | - | - | - | (15,666) |
| Total nonoperating revenues (expenses) | (7,442) | (8,224) | - | - | - | 3,452 | 20,727 | 22,840 | 23,960 | - | - | - | 55,313 |

| CHANGE IN NET POSITION | $6,741,558 | $1,817,627 | $578,070 | $2,847,496 | $94,308 | (415,709) | $1,154,589 | $8,908,167 | $11,068,102 | - | - | - | $32,794,228 |
## PERSONNEL REPORT

### HEADCOUNT

<table>
<thead>
<tr>
<th>Position</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Representative I</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Account Representative II</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Account Services Manager</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Associate Legislative Analyst</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Board Clerk/Executive Assistant</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Community Outreach Manager</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Community Outreach Specialist</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Finance and Administration</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Customer Care</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Decarbonization and Grid Innovation Programs</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Power Resources</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>IT Specialist</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Manager of Regulatory &amp; Legislative Effectiveness</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Power Contracts &amp; Compliance Manager</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Power Settlements &amp; Compliance Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Senior Regulatory Analyst</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>19</strong></td>
<td><strong>16</strong></td>
<td><strong>3</strong></td>
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</tbody>
</table>

*Note: There are 21 total positions approved but 2 positions are being developed.*

### CONTINGENT POSITIONS

<table>
<thead>
<tr>
<th>Position</th>
<th>FY2017-18 Budget</th>
<th>FY2017-18 Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Climate Fellows / Temporary</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
## SILICON VALLEY CLEAN ENERGY AUTHORITY
### INVESTMENTS SUMMARY
#### October 1, 2017 through June 30, 2018

<table>
<thead>
<tr>
<th>Return on Investments</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$3,452</td>
<td>$20,727</td>
<td>$22,840</td>
<td>$23,960</td>
<td>$70,979</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Portfolio Invested

- **Average daily portfolio available to invest**: $36,750,070, 37,850,501, 34,800,713, 32,162,513
- **Average daily portfolio invested**: $20,003,452, 20,004,143, 20,024,915, 20,048,616
- **% of average daily portfolio invested**: 54.4%, 52.9%, 57.5%, 62.3%

### Detail of Portfolio

<table>
<thead>
<tr>
<th>Purchased</th>
<th>Maturity</th>
<th>Carrying</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate %</td>
<td>Rate %</td>
<td>Value</td>
</tr>
<tr>
<td>River City Bank</td>
<td>1.26%</td>
<td>1.26%</td>
</tr>
</tbody>
</table>
CUSTOMER ACCOUNTS

RESIDENTIAL ACCOUNTS

COMMERCIAL & INDUSTRIAL ACCOUNTS
WEATHER STATISTICS

COOLING DEGREE DAYS

HEATING DEGREE DAYS
<table>
<thead>
<tr>
<th>Accounts Receivable</th>
<th>Total</th>
<th>0-30</th>
<th>31-60</th>
<th>61-90</th>
<th>90-120</th>
<th>Over 120</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19,746,667</td>
<td>$18,108,830</td>
<td>$731,200</td>
<td>$291,827</td>
<td>$158,301</td>
<td>$456,509</td>
</tr>
<tr>
<td>Period %</td>
<td>100%</td>
<td>91.7%</td>
<td>3.7%</td>
<td>1.5%</td>
<td>0.8%</td>
<td>2.3%</td>
</tr>
</tbody>
</table>
TREASURER REPORT
Fiscal Year to Date
As of July 31, 2018
(Preliminary & Unaudited)
Issue Date: August 31, 2018

Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summary</td>
<td>2-3</td>
</tr>
<tr>
<td>Statement of Net Position</td>
<td>4</td>
</tr>
<tr>
<td>Statement of Revenues, Expenses &amp; Changes in Net Position</td>
<td>5</td>
</tr>
<tr>
<td>Statement of Cash Flows</td>
<td>6-7</td>
</tr>
<tr>
<td>Actuals to Budget Report</td>
<td>8-9</td>
</tr>
<tr>
<td>Monthly Change in Net Position</td>
<td>10</td>
</tr>
<tr>
<td>Personnel Report</td>
<td>11</td>
</tr>
<tr>
<td>Investments Report</td>
<td>12</td>
</tr>
<tr>
<td>Customer Accounts</td>
<td>13</td>
</tr>
<tr>
<td>Weather Statistics</td>
<td>14</td>
</tr>
<tr>
<td>Accounts Receivable Aging Report</td>
<td>15</td>
</tr>
</tbody>
</table>
SILICON VALLEY CLEAN ENERGY AUTHORITY

Financial Statement Highlights ($ in 000's)

Financial Highlights for the month of July 2018:
July was an unusually hot month. Weather induced high demand combined with other factors such as transmission constraints and price spikes in natural gas resulted in volatility in power prices during the latter half of the month. The high demand combined with new load from Milpitas resulted in SVCE being under-hedged and exposed to high power prices.

> SVCE operations resulted in positive change in net position for the month of $5.4 million and year-to-date positive change in net position of $38.2 million.
  o July’s revenue of 29.6 million accounted for 367 GWh in net retail consumption.
  o Even though sales were well above target, margin was at target due to the price volatility in power supply.
  o Year-to-date contribution margin is $46.3 million with a current ratio of 2.9.

> Retail GWh sales were well above target for the month due to the unusually hot weather.
  o Retail energy was 8% above target for the month.
  o Energy load was re-forecasted for February though September in the mid-year budget. Forecasted GWh sales for the fiscal year is 3,542.

> Power Supply
  o Power supply costs for the month were well above target. YTD power supply is 3% above budget.
  o Mitigation strategy was implemented by closing open positions for August and September.
  o Due to high purchases from CAISO, SVCE was required to post significant collateral with CAISO. Funds should be returned later in the year.
  o Capacity charges for the month include $2.4 million receivable for RA purchased on behalf of MBCP. SVCE will be reimbursed in August.
  o Negotiations continue with the remaining two long-term power supply contracts that feature solar + storage.

> Programs/Capital
  o Year-to-date programs activity includes GHG accounting services.
  o A Customer Program Advisory Group was initiated in January 2018. A Programs roadmap will be presented at the September Board meeting.

> Investing/Financing
  o SVCE is debt free at the end of January 2018.

### Change in Net Position

<table>
<thead>
<tr>
<th>Change in Net Position</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Total</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>6,742</td>
<td>1,818</td>
<td>578</td>
<td>2,847</td>
<td>94</td>
<td>(416)</td>
<td>1,155</td>
<td>8,908</td>
<td>11,068</td>
<td>5,395</td>
<td></td>
<td></td>
<td>38,189</td>
<td>55,889</td>
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</table>

### Power Supply Costs

<table>
<thead>
<tr>
<th>Power Supply Costs</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Total</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy &amp; REC's</td>
<td>13,251</td>
<td>12,727</td>
<td>14,439</td>
<td>13,620</td>
<td>14,992</td>
<td>14,302</td>
<td>12,952</td>
<td>11,700</td>
<td>12,163</td>
<td>12,687</td>
<td></td>
<td>132,874</td>
<td></td>
<td></td>
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<tr>
<td>Capacity</td>
<td>275</td>
<td>743</td>
<td>857</td>
<td>724</td>
<td>742</td>
<td>643</td>
<td>714</td>
<td>800</td>
<td>1,421</td>
<td>2,423</td>
<td></td>
<td>9,142</td>
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<tr>
<td>CAISO Charges</td>
<td>1,034</td>
<td>534</td>
<td>2,813</td>
<td>882</td>
<td>1,292</td>
<td>453</td>
<td>325</td>
<td>283</td>
<td>1,047</td>
<td></td>
<td></td>
<td></td>
<td>10,477</td>
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<tr>
<td>NEM Expense</td>
<td>44</td>
<td>(19)</td>
<td>(47)</td>
<td>(63)</td>
<td>(4)</td>
<td>26</td>
<td>38</td>
<td>265</td>
<td>413</td>
<td>405</td>
<td></td>
<td>1,059</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charge/Credit (IST/Net Rev)</td>
<td>591</td>
<td>(1,127)</td>
<td>(1,828)</td>
<td>(2,934)</td>
<td>(2,789)</td>
<td>285</td>
<td>(943)</td>
<td>(1,528)</td>
<td>719</td>
<td>5,084</td>
<td>(4,470)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Net Power Costs</td>
<td>15,195</td>
<td>12,859</td>
<td>16,034</td>
<td>12,228</td>
<td>14,233</td>
<td>15,708</td>
<td>13,127</td>
<td>11,534</td>
<td>14,999</td>
<td>23,163</td>
<td></td>
<td>149,081</td>
<td>182,561</td>
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</table>

### Other

<table>
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<tr>
<th>Other</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Total</th>
<th>Amended Budget</th>
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</thead>
<tbody>
<tr>
<td>Capital Expenditures</td>
<td>-</td>
<td>-</td>
<td>9</td>
<td>2</td>
<td>-</td>
<td>10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>11</td>
<td></td>
<td></td>
<td>32</td>
<td>50</td>
</tr>
<tr>
<td>Energy Programs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>14</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>85</td>
<td>4,780</td>
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</table>

### Load Statistics - GWh

<table>
<thead>
<tr>
<th>Load Statistics - GWh</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Total</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Sales Actual</td>
<td>285</td>
<td>266</td>
<td>295</td>
<td>278</td>
<td>254</td>
<td>282</td>
<td>255</td>
<td>267</td>
<td>315</td>
<td>367</td>
<td></td>
<td></td>
<td>2,864</td>
<td></td>
</tr>
<tr>
<td>Retail Sales Budget</td>
<td>285</td>
<td>266</td>
<td>295</td>
<td>278</td>
<td>269</td>
<td>256</td>
<td>261</td>
<td>266</td>
<td>315</td>
<td>346</td>
<td></td>
<td></td>
<td>2,837</td>
<td>3,543</td>
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</tbody>
</table>
CASH OUTFLOW

Power Supply 91.5%
Billing 2.3%
Personnel 1.3%
Prof. Services 0.6%
G & A 0.5%
Marketing 0.3%
Programs 0.1%
Debt Service 3.5%

Other Statistics and Ratios

<table>
<thead>
<tr>
<th>Statistic</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Working Capital</td>
<td>$63,200,779</td>
</tr>
<tr>
<td>Current Ratio</td>
<td>2.9</td>
</tr>
<tr>
<td>Contribution Margin</td>
<td>$46,332,297</td>
</tr>
<tr>
<td>Expense Coverage Days</td>
<td>70</td>
</tr>
<tr>
<td>Return on Assets</td>
<td>38%</td>
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<tr>
<td>Long-Term Debt</td>
<td>$0</td>
</tr>
<tr>
<td>Total Accounts</td>
<td>266,565</td>
</tr>
<tr>
<td>Opt-Out Accounts</td>
<td>8,961</td>
</tr>
<tr>
<td>Opt-Up Accounts</td>
<td>2,778</td>
</tr>
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</table>

Retail Sales - Month

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>29.5</td>
<td>24.4</td>
<td>18.0</td>
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</table>

Retail Sales - YTD

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>195.5</td>
<td>194.6</td>
<td>45.1</td>
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</table>

O&M - Month

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24.1</td>
<td>16.3</td>
<td>12.6</td>
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</tbody>
</table>

O&M - YTD

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>157.2</td>
<td>154.0</td>
<td>31.8</td>
</tr>
</tbody>
</table>
## ASSETS

### Current Assets
- Cash & Cash Equivalents: $36,059,921
- Accounts Receivable, net of allowance: $23,622,376
- Accrued Revenue: $18,522,220
- Other Receivables: $2,652,440
- Prepaid Expenses: $3,185,794
- Deposits: $10,205,770
- Restricted cash - lockbox: $2,500,000

**Total Current Assets**: $96,748,521

### Noncurrent assets
- Capital assets, net of depreciation: $174,504
- Deposits: $3,129,060

**Total Noncurrent Assets**: $3,303,564

**Total Assets**: $100,052,085

## LIABILITIES

### Current Liabilities
- Accounts Payable: $588,023
- Accrued Cost of Electricity: $30,520,501
- Accrued Payroll & Benefits: $282,370
- Other Accrued Liabilities: $108,000
- User Taxes and Energy Surcharges due to other gov'ts: $863,848
- Supplier Security Deposits: $1,185,000

**Total Current Liabilities**: $33,547,742

## NET POSITION

- Net investment in capital assets: $174,504
- Unrestricted (deficit): $66,329,839

**Total Net Position**: $66,504,343
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity Sales, Net</td>
<td>$194,799,295</td>
</tr>
<tr>
<td>GreenPrime electricity premium</td>
<td>599,830</td>
</tr>
<tr>
<td>Other income</td>
<td>13,500</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUES</strong></td>
<td><strong>195,412,625</strong></td>
</tr>
<tr>
<td>Cost of Electricity</td>
<td>149,080,328</td>
</tr>
<tr>
<td>Staff Compensation and benefits</td>
<td>2,090,977</td>
</tr>
<tr>
<td>Data Management</td>
<td>2,828,326</td>
</tr>
<tr>
<td>Service Fees - PG&amp;E</td>
<td>962,234</td>
</tr>
<tr>
<td>Consultants and Other Professional Fees</td>
<td>740,950</td>
</tr>
<tr>
<td>Legal</td>
<td>299,368</td>
</tr>
<tr>
<td>Communications &amp; Noticing</td>
<td>496,431</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>775,479</td>
</tr>
<tr>
<td>Depreciation</td>
<td>31,499</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td><strong>157,305,592</strong></td>
</tr>
<tr>
<td><strong>OPERATING INCOME(LOSS)</strong></td>
<td><strong>38,107,033</strong></td>
</tr>
<tr>
<td>Interest Income</td>
<td>97,479</td>
</tr>
<tr>
<td>Interest and related expenses</td>
<td>(15,666)</td>
</tr>
<tr>
<td><strong>TOTAL NONOPERATING EXPENSES</strong></td>
<td><strong>81,813</strong></td>
</tr>
<tr>
<td><strong>CHANGE IN NET POSITION</strong></td>
<td><strong>38,188,846</strong></td>
</tr>
<tr>
<td>Net Position at beginning of period</td>
<td>28,315,497</td>
</tr>
<tr>
<td>Net Position at end of period</td>
<td><strong>$ 66,504,343</strong></td>
</tr>
</tbody>
</table>

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**

October 1, 2017 through July 31, 2018
## CASH FLOWS FROM OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipts from electricity sales</td>
<td>$189,633,183</td>
</tr>
<tr>
<td>Receipts from other income</td>
<td>13,500</td>
</tr>
<tr>
<td>Receipts from supplier security deposits</td>
<td>1,185,000</td>
</tr>
<tr>
<td>Tax and surcharge receipts from customers</td>
<td>4,120,652</td>
</tr>
<tr>
<td>Energy settlements received</td>
<td>7,599,289</td>
</tr>
<tr>
<td>Deposits and collateral received</td>
<td>2,200,300</td>
</tr>
<tr>
<td>Payments to purchase electricity</td>
<td>(145,257,822)</td>
</tr>
<tr>
<td>Payments for staff compensation and benefits</td>
<td>(1,894,960)</td>
</tr>
<tr>
<td>Payments for data manager fees</td>
<td>(3,074,729)</td>
</tr>
<tr>
<td>Payments for PG&amp;E service fees</td>
<td>(968,772)</td>
</tr>
<tr>
<td>Payments for consultants and other professional services</td>
<td>(655,497)</td>
</tr>
<tr>
<td>Payments for legal fees</td>
<td>(294,125)</td>
</tr>
<tr>
<td>Payments for communications and noticing</td>
<td>(493,295)</td>
</tr>
<tr>
<td>Payments for general and administrative</td>
<td>(858,089)</td>
</tr>
<tr>
<td>Energy settlements paid</td>
<td>(12,121,520)</td>
</tr>
<tr>
<td>Payments of deposits and collateral</td>
<td>(12,168,770)</td>
</tr>
<tr>
<td>Tax and surcharge payments to other governments</td>
<td>(4,054,112)</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td><strong>22,910,233</strong></td>
</tr>
</tbody>
</table>

## CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal payments on loan</td>
<td>(5,630,000)</td>
</tr>
<tr>
<td>Interest and related expense payments</td>
<td>(22,892)</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by non-capital financing activities</strong></td>
<td><strong>(5,652,892)</strong></td>
</tr>
</tbody>
</table>

## CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition of capital assets</td>
<td>(38,496)</td>
</tr>
</tbody>
</table>

## CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income received</td>
<td>97,479</td>
</tr>
<tr>
<td>Net change in cash and cash equivalents</td>
<td>17,316,324</td>
</tr>
<tr>
<td>Cash and cash equivalents at beginning of year</td>
<td>21,243,597</td>
</tr>
<tr>
<td><strong>Cash and cash equivalents at end of period</strong></td>
<td><strong>$38,559,921</strong></td>
</tr>
</tbody>
</table>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Income (loss)</td>
<td>$38,107,033</td>
</tr>
<tr>
<td>Adjustments to reconcile operating income to net cash provided (used) by operating activities</td>
<td></td>
</tr>
<tr>
<td>Depreciation expense</td>
<td>31,498</td>
</tr>
<tr>
<td>Revenue reduced for uncollectible accounts</td>
<td>981,905</td>
</tr>
<tr>
<td>(Increase) decrease in net accounts receivable</td>
<td>(3,183,931)</td>
</tr>
<tr>
<td>(Increase) decrease in energy settlements receivable</td>
<td>266,328</td>
</tr>
<tr>
<td>(Increase) decrease in other receivables</td>
<td>(2,452,440)</td>
</tr>
<tr>
<td>(Increase) decrease in accrued revenue</td>
<td>(3,545,898)</td>
</tr>
<tr>
<td>(Increase) decrease in prepaid expenses</td>
<td>(3,113,952)</td>
</tr>
<tr>
<td>(Increase) decrease in current deposits</td>
<td>(9,968,470)</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>(262,199)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued payroll &amp; benefits</td>
<td>197,347</td>
</tr>
<tr>
<td>Increase (decrease) in energy settlements payable</td>
<td>4,398,201</td>
</tr>
<tr>
<td>Increase (decrease) in supplier security deposits</td>
<td>1,185,000</td>
</tr>
<tr>
<td>Increase (decrease) in accrued cost of electricity</td>
<td>134,189</td>
</tr>
<tr>
<td>Increase (decrease) in accrued liabilities</td>
<td>87,100</td>
</tr>
<tr>
<td>Increase (decrease) taxes and surcharges due to other governments</td>
<td>48,522</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td><strong>$22,910,233</strong></td>
</tr>
</tbody>
</table>
### SILICON VALLEY CLEAN ENERGY
#### BUDGETARY COMPARISON SCHEDULE
October 1, 2017 through July 31, 2018

<table>
<thead>
<tr>
<th>REVENUES &amp; OTHER SOURCES</th>
<th>FYTD</th>
<th>Amended Budget</th>
<th>Variance</th>
<th>FY 2017-18</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES &amp; OTHER SOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Energy Sales</td>
<td>$194,799,295</td>
<td>$194,004,714</td>
<td>$794,581</td>
<td>0%</td>
<td>$253,508,101</td>
</tr>
<tr>
<td>Green Prime Premium</td>
<td>599,830</td>
<td>507,607</td>
<td>92,223</td>
<td>18%</td>
<td>609,889</td>
</tr>
<tr>
<td>Other Income</td>
<td>13,500</td>
<td>45,750</td>
<td>(32,250)</td>
<td>-70%</td>
<td>50,750</td>
</tr>
<tr>
<td>Investment Income</td>
<td>97,479</td>
<td>66,667</td>
<td>30,812</td>
<td>0%</td>
<td>100,000</td>
</tr>
<tr>
<td>TOTAL REVENUES &amp; OTHER SOURCES</td>
<td>195,510,104</td>
<td>194,624,738</td>
<td>885,366</td>
<td>0%</td>
<td>254,268,741</td>
</tr>
</tbody>
</table>

| EXPENDITURES & OTHER USES |      |                |          |            |          |
| **CURRENT EXPENDITURES**  |      |                |          |            |          |
| Power Supply              | 149,080,328 | 145,199,267 | (3,881,061) | -3% | 182,561,000 | 82%     |
| Data Management           | 2,828,326   | 2,713,962     | (114,364) | -4%   | 3,276,512  | 86%     |
| PG&E Fees                 | 962,234     | 779,516       | (182,718) | -23%  | 886,912    | 108%    |
| Salaries & Benefits       | 2,090,977   | 2,847,449     | 756,472  | 27%   | 3,555,301  | 59%     |
| Professional Services     | 940,974     | 1,104,167     | 163,193  | 15%   | 1,325,000  | 71%     |
| Marketing & Promotions    | 350,053     | 458,333       | 108,280  | 24%   | 550,000    | 64%     |
| Notifications             | 146,378     | 120,000       | (26,378) | -22%  | 125,000    | 117%    |
| Lease                     | 267,069     | 278,863       | 11,794   | 4%    | 334,650    | 80%     |
| General & Administrative  | 508,410     | 498,250       | (10,160) | -2%   | 597,900    | 85%     |
| TOTAL CURRENT EXPENDITURES | 157,174,749 | 153,999,807 | (3,174,942) | -2% | 193,212,276 | 81%     |

| OTHER USES |      |                |          |            |          |
| Customer Programs  | 99,344   | 3,805,960     | 3,706,616 | 0%   | 5,070,000  | 2%      |
| Office Equipment  | 32,287   | 40,166        | 7,879    | 20%  | 50,000     | 65%     |
| TOTAL OTHER USES  | 131,631  | 3,846,126     | 3,714,495 | 97% | 5,120,000  | 3%      |

| DEBT SERVICE |      |                |          |            |          |
| Interest      | 15,666   | 15,666        | -        | 0%   | 15,666     | 100%    |
| Principal     | 5,630,000 | 5,630,000    | -        | 0%   | 5,630,000  | 100%    |
| TOTAL DEBT SERVICE | 5,645,666 | 5,645,666   | -        | 0%   | 5,645,666  | 100%    |

| Total Expenditures, Other Uses & Debt Service |      |                |          |            |          |
| 162,952,046 | 163,491,598 | 539,552 | 0% | 203,977,942 | 80% |

| Net Increase(Decrease) in Available Fund Balance |      |                |          |            |          |
| $32,558,058 | $31,133,139 | $1,424,919 | 5% | $50,290,799 |

Variance
SILICON VALLEY CLEAN ENERGY AUTHORITY

BUDGET RECONCILIATION TO STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Net Increase (decrease) in available fund balance per budgetary comparison schedule $ 32,558,058

Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position

Subtract depreciation expense (31,499)
Add back capital asset acquisitions 32,287
Add back principal payments on debt 5,630,000

Change in Net Position 38,188,846
# SILICON VALLEY CLEAN ENERGY AUTHORITY

## STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

**October 1, 2017 through July 31, 2018**

### OPERATING REVENUES

<table>
<thead>
<tr>
<th>Item</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green electricity premium</td>
<td>32,946</td>
<td>63,341</td>
<td>62,605</td>
<td>57,222</td>
<td>64,918</td>
<td>60,208</td>
<td>63,856</td>
<td>67,274</td>
<td>65,612</td>
<td>599,830</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other income</td>
<td>-</td>
<td>-</td>
<td>24,450</td>
<td>6,300</td>
<td>-</td>
<td>-</td>
<td>34,560</td>
<td>22,750</td>
<td>49,000</td>
<td>(151,560)</td>
<td>13,500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of electricity</td>
<td>15,195,616</td>
<td>12,859,048</td>
<td>16,034,462</td>
<td>12,228,493</td>
<td>14,232,977</td>
<td>15,707,933</td>
<td>13,126,160</td>
<td>11,533,566</td>
<td>14,999,352</td>
<td>23,162,721</td>
<td>149,080,328</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff compensation and benefits</td>
<td>196,743</td>
<td>168,026</td>
<td>197,149</td>
<td>161,974</td>
<td>209,855</td>
<td>228,403</td>
<td>200,838</td>
<td>242,800</td>
<td>264,448</td>
<td>220,741</td>
<td>2,090,977</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data manager</td>
<td>276,838</td>
<td>277,564</td>
<td>277,114</td>
<td>281,602</td>
<td>275,000</td>
<td>287,603</td>
<td>281,378</td>
<td>269,300</td>
<td>300,547</td>
<td>301,380</td>
<td>2,828,326</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>920</td>
<td>200,000</td>
<td>104,290</td>
<td>120,027</td>
<td>101,645</td>
<td>81,816</td>
<td>84,000</td>
<td>88,886</td>
<td>84,000</td>
<td>96,650</td>
<td>962,234</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>78,816</td>
<td>90,373</td>
<td>106,105</td>
<td>141,733</td>
<td>1,900</td>
<td>74,931</td>
<td>54,233</td>
<td>302,407</td>
<td>72,684</td>
<td>775,479</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administration</td>
<td>2,762</td>
<td>3,001</td>
<td>3,058</td>
<td>3,153</td>
<td>3,299</td>
<td>3,420</td>
<td>3,621</td>
<td>3,821</td>
<td>3,199</td>
<td>81,813</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>15,806,980</td>
<td>13,664,344</td>
<td>16,832,357</td>
<td>12,999,844</td>
<td>14,884,179</td>
<td>16,636,617</td>
<td>14,105,361</td>
<td>12,388,925</td>
<td>15,904,606</td>
<td>24,082,379</td>
<td>157,305,592</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>6,749,000</td>
<td>1,825,851</td>
<td>17,410,427</td>
<td>15,847,340</td>
<td>14,978,487</td>
<td>15,217,456</td>
<td>15,239,223</td>
<td>21,274,272</td>
<td>26,948,748</td>
<td>29,450,497</td>
<td>38,107,033</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NONOPERATING REVENUES (EXPENSES)

<table>
<thead>
<tr>
<th>Item</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,452</td>
<td>20,727</td>
<td>22,840</td>
<td>23,960</td>
<td>26,500</td>
<td>97,479</td>
<td></td>
</tr>
<tr>
<td>Interest and related expense</td>
<td>(7,442)</td>
<td>(8,224)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(15,666)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total nonoperating revenues (expenses)</td>
<td>(7,442)</td>
<td>(8,224)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,452</td>
<td>20,727</td>
<td>22,840</td>
<td>23,960</td>
<td>26,500</td>
<td>81,813</td>
<td></td>
</tr>
</tbody>
</table>

### CHANGE IN NET POSITION

$ 6,741,558 $ 1,817,627 $ 578,070 $ 2,847,496 $ 94,308 $ (415,709) $ 1,154,589 $ 8,908,167 $ 11,068,102 $ 5,394,618 $ - $ - $ 38,188,846
# PERSONNEL REPORT

## HEADCOUNT

<table>
<thead>
<tr>
<th>Position</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Representative I</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Account Representative II</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Account Services Manager</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Associate Legislative Analyst</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Board Clerk/Executive Assistant</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Community Outreach Manager</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Community Outreach Specialist</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Finance and Administration</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Customer Care</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Decarbonization and Grid Innovation Programs</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Power Resources</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>IT Specialist</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Manager of Regulatory &amp; Legislative Effectiveness</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Power Contracts &amp; Compliance Manager</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Power Settlements &amp; Compliance Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Senior Regulatory Analyst</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total**: 19 15 4

*Note: There are 21 total positions approved but 2 positions are being developed.*

## CONTINGENT POSITIONS

<table>
<thead>
<tr>
<th>Position</th>
<th>FY2017-18 Budget</th>
<th>FY2017-18 Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Climate Fellows / Temporary</td>
<td>2</td>
<td>2</td>
<td>-</td>
</tr>
</tbody>
</table>
### SILICON VALLEY CLEAN ENERGY AUTHORITY

#### INVESTMENTS SUMMARY

October 1, 2017 through July 31, 2018

<table>
<thead>
<tr>
<th>Return on Investments</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$3,452</td>
<td>$20,727</td>
<td>$22,840</td>
<td>$23,960</td>
<td>$26,500</td>
<td>$97,479</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Portfolio Invested**

- **Average daily portfolio available to invest***
  - $36,750,070  37,850,501  34,800,713  32,162,513  31,511,318

- **Average daily portfolio invested**
  - $20,003,452  20,004,143  20,024,915  20,048,616  20,071,834

- **% of average daily portfolio invested**
  - 54.4%  52.9%  57.5%  62.3%  63.7%

**Detail of Portfolio**

<table>
<thead>
<tr>
<th>Purchased Rate %</th>
<th>Maturity Rate %</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market - River City Bank</td>
<td>1.26%</td>
<td>1.26%</td>
</tr>
</tbody>
</table>

* Note: Balance available to invest does not include balance in the Lockbox.
CUSTOMER ACCOUNTS

RESIDENTIAL ACCOUNTS

COMMERCIAL & INDUSTRIAL ACCOUNTS
WEATHER STATISTICS

COOLING DEGREE DAYS

HEATING DEGREE DAYS
<table>
<thead>
<tr>
<th>Accounts Receivable</th>
<th>Days</th>
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<tbody>
<tr>
<td></td>
<td>0-30</td>
</tr>
<tr>
<td>$25,076,343</td>
<td>$23,711,742</td>
</tr>
<tr>
<td>Period %</td>
<td>100%</td>
</tr>
</tbody>
</table>
Staff Report – Item 1f

To: Silicon Valley Clean Energy Board of Directors
From: Girish Balachandran, CEO

Item 1f: Approve Amendment to Smartphone Stipend Policy
Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board approve amendment to HRP1 – Smartphone Stipend Policy.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend this policy.

BACKGROUND
The Smartphone Stipend Policy was approved at the April 12, 2017 Board of Directors meeting to provide a stipend for eligible employees for business-related costs incurred when using their individually-owned smartphones.

ANALYSIS & DISCUSSION
Data security is of upmost importance to the Board of Directors and staff. The recommendation allows authorized staff to remove Office 365 data from mobile devices upon an employee’s termination. This will enhance data security and is currently an information technology standard procedure.

STRATEGIC PLAN
The recommendation supports the Information Technology goals of the strategic plan.

ALTERNATIVE
Staff is open to suggestions from the Board on the Smartphone Stipend Policy.

FISCAL IMPACT
There is minimal fiscal impact with this recommendation.

ATTACHMENTS
1. HRP1 – Amended Smartphone Stipend Policy
SMARTPHONE STIPEND POLICY

I. PURPOSE
   a. SVCE recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a smartphone. The IRS considers these devices to be “listed property.” As such, IRS regulations (IRS Section 274(d)4) require detailed record keeping including (a) the amount of the expense, (b) the time and place of the call, and (c) the business purpose for the call. The IRS can declare that all undocumented use of a smartphone is personal and should be taxed as wages, even if the majority of the calls are for business purposes.
   b. In order to comply with IRS rules regarding the taxable nature of cell phone usage by employees, SVCE will issue a smartphone stipend for those employees who hold positions where the duties of that position require the use of a smartphone. The benefits of such an approach include:
      i. A call log is not required;
      ii. Monthly reporting is not required;
      iii. A single phone may be used for both personal and business purposes;
      iv. The stipend will not be considered taxable income to the employee.

2. II. SCOPE
   This policy applies to all SVCE employees who will be receiving a stipend for their personal smartphone.

3. III. POLICY
   A. Employees who hold positions that include the need for a smartphone (see eligibility criteria below) may receive a stipend to compensate for business-related costs incurred when using their individually-owned smartphone. SVCE will not own smartphones for the use of individual employees.

   B. Employees who desire to use their smartphone for SVCE business shall configure Office 365 to work with either the Outlook App or the native email app. Prior to leaving the employment of SVCE, the employee will be required to delete all Office 365 data from their smartphone.
IV. ELIGIBILITY

a. Employees whose job duties include the frequent need for a smartphone may receive extra compensation, in the form of a monthly stipend, to cover business related costs. An employee is eligible for a personal phone stipend if at least one of the following criteria is met:
   i. The job function of the employee requires considerable time outside of his/her assigned office or work area and it is important to SVCE that s/he is accessible during those times;
   ii. The job function of the employee requires him/her to be accessible outside of regularly scheduled or normal working hours where time sensitive decisions/notifications are required;
   iii. The job function of the employee requires him/her to have wireless data and internet access.

V. STIPEND PLAN:

A. If an employee meets the eligibility requirements for a smartphone, as outlined above, a stipend may be requested in writing through their supervisor.

B. Once approved, the stipend amount will be added to the employee’s regular pay. In order to meet IRS guidelines, any amount added for smartphone service will be identified as a non-taxable benefit.

C. The stipend will be paid as a flat rate per month.

D. The stipend allowance is neither permanent nor guaranteed. SVCE reserves the right to cancel the stipend for business reasons.

E. The amount of the stipend is $50 per month.

F. If an employee’s job duties do not include the need for a smartphone, the employee is not eligible for a stipend.
   i. Such employees may request reimbursement for the actual extra expenses of business calls on their personal phone.
   ii. Reimbursement documentation should identify the business purpose.

VI. EQUIPMENT PURCHASE

SVCE will not pay for the purchase of personal smartphones, activation fees or insurance.
VII. OVERSIGHT

A. The department head is responsible for overseeing employee smartphone needs and assessing each employee’s continued need of a phone for business purposes.

b. B. The Chief Executive Officer will have the final approval authority.

c. C. Support from SVCE’s Information Technology contractors is limited to connecting a personally-owned smartphone to SVCE-provided services including email, calendar, and contacts.

VIII. EMPLOYEES RIGHTS & RESPONSIBILITIES

A. The employee is responsible for purchasing a smartphone and establishing a service contract with the cell phone service provider of his/her choice. The contract is in the name of the employee, who is solely responsible for all payments to the service provider.

B. Because the smartphone is owned personally by the employee, the stipend provided is not considered taxable income and the employee may use the phone for both business and personal purposes, as needed.

C. SVCE does not accept any liability for claims, charges or disputes between service provider and the employee.

d. D. Any smartphone that has data capabilities must be secured based on current security standards including password protection and encryption. If a smartphone with data capabilities is stolen or missing, it must be reported to the employee’s supervisor as soon as possible.

e. E. Employees are expected to delete all SVCE data from the smartphone when their employment with the agency ends, except when required to maintain their data in compliance with litigation hold notice. 

The departing employee will allow the SVCE Information Technology representative to verify all Office 365 data has been deleted from the device. In the event that SVCE cannot verify that the data has been deleted, SVCE may remotely delete all the Office 365 data from the mobile device.
Staff Report – Item 1g

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1g: Authorize CEO to Execute Agreement with Richards, Watson & Gershon for Legal Services

Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board authorize the CEO to execute an agreement with Richards, Watson & Gershon (RWG) for legal services from October 1, 2018 through September 30, 2019.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the Board approve this agreement.

BACKGROUND
Silicon Valley Clean Energy (SVCE) has been utilizing the services of RWG since the Agency’s formation with the current agreement expiring on September 30, 2018. Compensation is to not exceed $145,000 for the term of the agreement. The compensation ceiling is based on historical usage and updated hourly rates.

The rates of this contract have changed and are as follows:
Shareholders: $325/Hour
Associates: $275/Hour
Paralegals: $180/Hour

ANALYSIS & DISCUSSION
The scope of work is included as Exhibit A to the Agreement with RWG (see Attachment 1) and includes:
- Attendance at the monthly SVCE Board of Directors meetings and any special meetings and workshops as required by the CEO or Chair of the Board.
- Brown Act, Conflict of Interest and Public Records Act advice and representation.
- Preparation or review of consultant and vendor contracts.
- Advice to the CEO and designated staff on administrative and operational matters.
- Research and advice on legal questions asked by the Board, CEO and designated staff.
- Advice and assistance on other legal matters as may be assigned by the CEO.

STRATEGIC PLAN
The recommendation supports the Finance and Administration goals of the strategic plan.
ALTERNATIVE
There is no alternative associated with this report.

FISCAL IMPACT
The fiscal impact of this contract is $145,000.

ATTACHMENTS
1. Agreement with Richards, Watson & Gershon for legal services
2. Agreement with Richards, Watson & Gershon for legal services (redlined)
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND RICHARD, WATSON & GERSHON, A PROFESSIONAL CORPORATION FOR LEGAL SERVICES

THIS AGREEMENT, is entered into this 1st day of October, 2018, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and RICHARDS, WATSON & GERSHON, a professional corporation whose address is 44 Montgomery St., Suite 3800, San Francisco, CA 94104 (hereinafter referred to as "General Counsel") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. General Counsel possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and General Counsel desire to enter into an agreement for legal services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
   The term of this Agreement shall commence on October 1, 2018, and shall terminate on September 30, 2019, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**
   General Counsel shall perform each and every service set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO GENERAL COUNSEL**
   General Counsel shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed One hundred and forty-five thousand and 00/100 dollars ($145,000) based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**
   General Counsel and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**
   General Counsel agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.
6. **INDEPENDENT PARTIES**

   Authority and General Counsel intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of General Counsel, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of General Counsel’s services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to General Counsel, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due General Counsel. Payments of the above items, if required, are the responsibility of General Counsel.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

   Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

   General Counsel agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or General Counsel’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. General Counsel agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

   General Counsel shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by General Counsel or General Counsel’s employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

10. **INSURANCE:**

    A. **General Requirements.** On or before the commencement of the term of this Agreement, General Counsel shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and
certificates, which do not limit General Counsel’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." General Counsel shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. General Counsel agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, General Counsel shall look solely to his/her/its insurance for recovery. General Counsel hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either General Counsel or Authority with respect to the services of General Counsel herein, a waiver of any right to subrogation which any such insurer of General Counsel may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If General Counsel at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the General Counsel's name or as an agent of the General Counsel and shall be compensated by the General Counsel for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect General Counsel. General Counsel is advised to confer with General Counsel's insurance broker to determine adequate coverage for General Counsel.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST

General Counsel warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. General Counsel agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require General Counsel to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California
Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

   General Counsel shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by General Counsel from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by General Counsel.

   The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of General Counsel, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if General Counsel is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of General Counsel, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

   Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

   In the event that General Counsel employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by General Counsel. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

   General Counsel agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by General Counsel shall agree to be bound to General Counsel and Authority in the same manner and to the same extent as General Counsel is bound by Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. General Counsel shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. General Counsel shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

   A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by General Counsel pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. General Counsel shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. General Counsel may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

   B. All Reports prepared by General Counsel may be used by Authority in execution or implementation of: (1) The original Project for which General Counsel was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.
C. General Counsel shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by General Counsel pursuant to this Agreement shall be made available to any individual or organization by General Counsel without prior approval by Authority.

15. RECORDS

General Counsel shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. General Counsel shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after General Counsel receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then General Counsel shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. PARTY REPRESENTATIVES

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Richards, Watson & Gershon shall represent General Counsel in all matters pertaining to the services to be performed under this Agreement.

17. CONFIDENTIAL INFORMATION

General Counsel shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to General Counsel by Authority.

18. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:
19. **TERMINATION**

In the event General Counsel fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, General Counsel shall be deemed in default in the performance of this Agreement. If General Counsel fails to cure the default within the time specified and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Board of Directors may terminate the Agreement by giving General Counsel written notice thereof, which shall be effective immediately. Upon receipt of any notice of termination, General Counsel shall immediately discontinue performance.

Authority shall pay General Counsel for services satisfactorily performed up to the effective date of termination. If the termination is for cause, Authority may deduct from such payment the amount of actual damage, if any, sustained by Authority due to General Counsel’s failure to perform its material obligations under this Agreement. Upon termination, General Counsel shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by General Counsel or given to General Counsel, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

General Counsel shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

General Counsel shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall
not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
   This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and General Counsel.

25. **AUTHORITY**
   The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
   Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
   The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

   IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

---

**RECOMMENDED FOR APPROVAL**

Donald Eckert, Director of Finance & Administration
RICHARD, WATSON & GERSHON
A Professional Corporation

By _____________________
Name ____________________
Title _____________________
Date _____________________

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By _____________________
Name Girish Balachandran
Title Chief Executive Officer
Date _____________________

APPROVED AS TO FORM:

__________________________
Counsel for Authority

ATTEST:

__________________________
Authority Clerk
Exhibit A  
Scope of Services

As General Counsel for SVCEA, Richards, Watson & Gershon shall provide the general legal services typically required by a joint powers authority in addition to those general legal services related more specifically to the operation of a community choice aggregation program as described below. These legal services shall include the following:

- Attendance at the monthly SVCEA Board of Directors (“Board”) meetings and any special meetings and workshops as requested by the Chief Executive Officer or Chair of the Board.

- Brown Act, Conflict of Interest and Public Records Act advice and representation.

- Preparation or review of consultant and vendor contracts.

- Advice and preparation of documents related to personnel matters.

- Advice to the Chief Executive Officer and designated staff on administrative and operational matters.

- Research and advice on legal questions asked by the Board, Chief Executive Officer and designated staff.

- Advice and assistance on other legal matters as may be assigned by the Chief Executive Officer.

Legal services will not include matters in which Richards, Watson & Gershon has a conflict of interest that precludes the law firm from representing SVCEA. General Counsel services also will not include energy contracts or regulatory matters before the California Public Utilities Commission (CPUC) that require specialized legal services in these areas of law.
Exhibit B
Compensation

Authority shall compensate General Counsel for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to General Counsel under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of One Hundred Forty-Five Thousand and 00/100 dollars ($145,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Rates
Shareholders  $325/Hour
Associates  $275/Hour
Paralegals  $180/Hour

Invoices
Monthly Invoicing: In order to request payment, General Counsel shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services
General Counsel shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. General Counsel shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Exhibit C
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

General Counsel shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

   (1) **Workers' Compensation:**
       Statutory coverage as required by the State of California.

   (2) **Liability:**
       Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

   (3) **Automotive:**
       Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

   (4) **Professional Liability**
       Professional liability insurance which includes coverage for the professional acts, errors and omissions of General Counsel in the amount of at least $1,000,000.
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION FOR LEGAL SERVICES

THIS AGREEMENT, is entered into this October 1, 2017 October 1, 2018, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and RICHARDS, WATSON & GERSHON, a professional corporation, engaged in the practice of law in California, whose address is 44 Montgomery St., Suite 3800, San Francisco, CA 94104, (hereinafter referred to as "General Counsel") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. General Counsel possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and General Counsel desire to enter into an agreement for legal services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM
   The term of this Agreement shall commence on October 1, 2017 October 1, 2018, and shall terminate on September 30, 2018 September 30, 2019, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED
   General Counsel shall perform each and every service set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO GENERAL COUNSEL
   General Counsel shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed one hundred twenty thousand one hundred forty-five thousand and no/100 dollars ($120,000.00 $145,000.00) based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. TIME IS OF THE ESSENCE
   General Counsel and Authority agree that time is of the essence regarding the performance of this Agreement.
5. **STANDARD OF CARE**
   General Counsel agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**
   Authority and General Counsel intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of General Counsel, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of General Counsel's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to General Counsel, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due General Counsel. Payments of the above items, if required, are the responsibility of General Counsel.

7. **NO RECOUSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**
   Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**
   General Counsel agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or General Counsel’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. General Counsel agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**
   General Counsel shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of General Counsel or General Counsel’s employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and
all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, General Counsel shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "C," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit General Counsel’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." General Counsel shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** General Counsel agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, General Counsel shall look solely to his/her/its insurance for recovery. General Counsel hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either General Counsel or Authority with respect to the services of General Counsel herein, a waiver of any right to subrogation which any such insurer of General Counsel may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If General Counsel at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the General Counsel's name or as an agent of the General Counsel and shall be compensated by the General Counsel for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect General Counsel. General Counsel is advised to confer with General Counsel's insurance broker to determine adequate coverage for General Counsel.

F. **Maximum Coverage and Limits.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the
requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. **CONFLICT OF INTEREST**

   General Counsel warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. General Counsel agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require General Counsel to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

   General Counsel shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by General Counsel from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by General Counsel.

   The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of General Counsel, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if General Counsel is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of General Counsel, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

   Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

   In the event that General Counsel employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by General Counsel. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

   General Counsel agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by General Counsel shall agree to be bound to General Counsel and Authority in the same manner and to the same extent as General Counsel is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. General Counsel shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. General Counsel shall require all subcontractors to provide
valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. REPORTS
   A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by General Counsel pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. General Counsel shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. General Counsel may retain a copy of any Report furnished to the Authority pursuant to this Agreement.
   B. All Reports prepared by General Counsel may be used by Authority in execution or implementation of: (1) The original Project for which General Counsel was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.
   C. General Counsel shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.
   D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.
   E. No Report, information or other data given to or prepared or assembled by General Counsel pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by General Counsel without prior approval by Authority.

15. RECORDS
   General Counsel shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. General Counsel shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after General Counsel receives final payment from Authority for all services required under this agreement.

16. PARTY REPRESENTATIVES
   The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Click here to enter the name of Consultant representative. shall represent General Counsel in all matters pertaining to the services to be performed under this Agreement.

17. CONFIDENTIAL INFORMATION
   General Counsel shall maintain in confidence and not disclose to any third party or use in
any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to General Counsel by Authority.

18. **NOTICES**
   All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

   All notices, demands, requests, or approvals shall be addressed as follows:

   TO AUTHORITY:
   333 W. El Camino Real
   Suite 290
   Sunnyvale CA 94087
   Attention: Chief Executive Officer

   TO GENERAL COUNSEL:
   Richards, Watson, & Gershon
   Attn: Gregory W. Stepanicich
   44 Montgomery St., Suite 3800
   San Francisco, CA 94104
   gstepanicich@rwglaw.com

19. **TERMINATION**
   In the event General Counsel fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, General Counsel shall be deemed in default in the performance of this Agreement. If General Counsel fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving General Counsel written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to General Counsel as provided herein. Upon receipt of any notice of termination, General Counsel shall immediately discontinue performance.

   Authority shall pay General Counsel for services satisfactorily performed up to the effective date of termination. Upon termination, General Counsel shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by General Counsel or given to General Counsel, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**
   General Counsel shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**
This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**
   General Counsel shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**
   A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
   This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and General Counsel.

25. **AUTHORITY**
   The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
   Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
   The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.
RECOMMENDED FOR APPROVAL

Donald Eckert, Director of Finance & Administration

RICHARDS, WATSON & GERSHON
A Professional Corporation

By ____________________________
Name: Gregory W. Stepanicich
Title: Shareholder
Date: ____________________________

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By ____________________________
Name: Don Eckert Girish Balachandran
Title: Interim CEO Chief Executive Officer
Date: ____________________________

APPROVED AS TO FORM: ________________________ ATTEST:

Counsel for Authority ______________________ Authority Clerk
Exhibit A
Scope of Services

As General Counsel for SVCEA, Richards, Watson & Gershon shall provide the general legal services typically required by a joint powers authority in addition to those general legal services related more specifically to the operation of a community choice aggregation program as described below. These legal services shall include the following:

- Attendance at the monthly SVCEA Board of Directors (“Board”) meetings and any special meetings and workshops as requested by the Chief Executive Officer or Chair of the Board.
- Brown Act, Conflict of Interest and Public records Act advise and representation.
- Preparation or review of consultant and vendor contracts.
- Advice and preparation of documents related to personnel matters.
- Advice to the Chief Executive Officer and designated staff on administrative and operational matters.
- Research and advice on legal questions asked by the Board, Chief Executive Officer and designated staff.
- Advice and assistance on other legal matters as may be assigned by the Chief Executive Officer.

Legal services will not include matters in which Richards, Watson & Gershon has a conflict of interest the precludes the law firm from representing SVCEA. General Counsel services also will not include energy contracts or regulatory matters before the CPUC that require specialized legal services in these areas of law.
Exhibit B
Compensation

Authority shall compensate General Counsel for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to the General Counsel under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of one hundred twenty thousand Forty-Five Thousand dollars and 00/100 dollars ($120,450.00) as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority. The estimated budget amounts shown below are estimates and may be adjusted across categories or tasks provided that the total costs do not exceed the total amount set forth in Section 3 of this Agreement.

<table>
<thead>
<tr>
<th>Hourly Rates</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Shareholders</td>
<td>$32,500 per hour</td>
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<tr>
<td>Associates</td>
<td>$27,550 per hour</td>
</tr>
<tr>
<td>Paralegals</td>
<td>$18,070 per hour</td>
</tr>
</tbody>
</table>

Invoices

Monthly Invoicing: In order to request payment, General Counsel shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services
General Counsel shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. General Counsel shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Exhibit C
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

General Counsel shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

   (1) **Workers’ Compensation:**
   Statutory coverage as required by the State of California.

   (2) **Liability:**
   Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

   (3) **Automotive:**
   Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

   (4) **Professional Liability**
   Professional liability insurance which includes coverage for the professional acts, errors and omissions of General Counsel in the amount of at least $1,000,00.
Staff Report – Item 1h

To: Silicon Valley Clean Energy Board of Directors
From: Girish Balachandran, CEO

Item 1h: Authorize CEO to Execute Agreement with Mail R Us dba Ad-Vantage Marketing, Inc. for Printing and Mailing Services

Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board authorize the CEO to execute the agreement as shown in Attachment 1 with Mail R Us dba Ad-Vantage Marketing, Inc., for printing and mailing services from September 30, 2018 to September 30, 2021. Compensation is budgeted for $135,000 annually, not to exceed $405,000 for the three-year term of the agreement for any work performed under Exhibit A.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the Board approve this agreement.

BACKGROUND
Mail R Us dba Ad-Vantage Marketing, Inc. Agreement for Printing and Mailing Services was approved by the Board of Directors on December 14, 2016, then amended on December 13, 2017 to extend the contract through September 30, 2018.

ANALYSIS & DISCUSSION
Ad-Vantage Marketing has been SVCE’s mail house since inception and has consistently provided highly reliable printing and delivery services, and timely customer service. To comply with state regulatory requirements and CCA operational requirements, SVCE is responsible for sending out specific mailings throughout the year. Ad-Vantage Marketing is experienced with these required mailings from working with Sonoma Clean Power since 2015, and through having served SVCE since our launch. To date they have printed and mailed more than 1.5 million pieces for SVCE.

Ad-Vantage Marketing has established operational mechanisms in place to serve a CCA, such as secure data transfers and integration with our data service provider (Calpine) which ensures smooth processing when dealing with mass mailings and customer data. Ad-Vantage Marketing will be a key partner in future mailings, including targeted program marketing, and noticing more than 200,000 SVCE customers about the statewide Time-of-Use rate transition coming in 2020.

Mailings that Ad-Vantage Marketing is responsible for include:
1. Annual Joint Rate Mailer
2. Annual Power Content Label
3. Weekly maintenance mailings (opt outs, upgrades, delinquent accounts, etc.)
4. Notifications for new move in accounts
5. Two remaining Milpitas NEM enrollments
6. Annual contingency (e.g. program marketing, TOU rate mailings, and other mailing requirements that may arise due to changing regulatory landscape)

For all printing services, Ad-Vantage Marketing utilizes FSC Certified, recycled paper and soy-based ink.

Ad-Vantage was selected as an SVCE vendor through a competitive solicitation in late 2016. Since that time, staff has regularly received unsolicited proposals from other mail and print vendors for similar services, and Ad-Vantage Marketing consistently remains the most cost-competitive.

STRATEGIC PLAN
In SVCE’s strategic plan, there is an emphasis on customer awareness in the customer and community section. The mailings that Ad-Vantage Marketing handles helps to improve SVCE awareness as well as promote customer satisfaction and meets the following Goals, Strategies and Tactics:
- Maintain competitive rates to acquire and retain customers (Goal 2)
  - Provide carbon-free electricity to additional customers in the SVCE service area and increase market share (Strategy 2.1)
  - Communicate competitive rates to all customers (Tactic 2.1.1)
  - Annually, communicate rates and power content mix of the SVCE electric supply in a joint rate comparison mailer with PG&E (Tactic 2.1.2)
- Benchmark customer awareness in 2019 and establish goals (Goal 3)
  - Build awareness and trust through continuous interaction with the SVCE community (Strategy 3.2)

ALTERNATIVES
Alternatives to a three-year extension of the Ad-Vantage agreement include 1) terminating the current agreement and re-bidding the services, or 2) extending the Ad-Vantage agreement by one year only.

The first alternative could result in a gap in the ongoing weekly mailing services that Ad-Vantage currently oversees. In addition, should a new vendor be chosen, time and effort to integrate the new vendor’s service capabilities with SVCE and SVCE’s data service provider would be required. The second alternative would require that time and effort is spent updating the annual agreement with Ad-Vantage Marketing after only one year instead of three. It should be noted that if Ad-Vantage service becomes unsatisfactory at any point in the three-year period, the contract could be terminated at that time with payment due only for services provided.

FISCAL IMPACT
The annual fiscal impact of this agreement is $135,000, totalling $405,000 over 3 years. Postage costs are not part of the agreement with Ad-Vantage Marketing as those costs are paid directly to the U.S. Postal Service under the SVCE mailing permit.

ATTACHMENTS
1. Agreement with Mail R Us dba Ad-Vantage Marketing, Inc. for Printing and Mailing Services
2. Agreement with Mail R Us dba Ad-Vantage Marketing, Inc. for Printing and Mailing Services (redlined)
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
MAIL R US dba AD-VANTAGE MARKETING INC FOR
PRINTING AND MAILING SERVICES

THIS AGREEMENT, is entered into this 1st day of October, 2018, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and MAIL R US dba AD-VANTAGE MARKETING INC. (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RE bâtals:

A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for printing and mailing services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
   The term of this Agreement shall commence on October 1, 2018, and shall terminate on September 30, 2021, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**
   Consultant shall perform each service set forth in Exhibit "A" of which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**
   Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed four hundred five thousand dollars ($405,000.00) based on the rates and terms set forth in Exhibit “B,” which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**
   Consultant agrees to perform all services required by this Agreement in a manner
commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**

   Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant’s services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

   Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

   Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

   Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.
10. **INSURANCE:**

   **A. General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "C," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

   **B. Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

   **C. Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

   **D. Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under any policy required by this Agreement if not named as such additional insured. An additional insured named hereunder shall not be held liable for any premium, deductible portion of any loss, or expense of any nature under any policy required by this Agreement or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by any policy required by this Agreement.

   **E. Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

   **F. Maximum Coverage and Limits.** It shall be a requirement under this Agreement that
any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Authority and the additional insureds

11. **CONFLICT OF INTEREST**
   Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**
   Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

   The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a corporation, partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the entity.

13. **SUBCONTRACTOR APPROVAL**
   Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

   In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance required by this Agreement. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

   Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the indemnity and insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.
14. **REPORTS**
   
   A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

   B. All Reports prepared by Consultant may be used by Authority in the execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

   C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

   D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

   E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

   Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. **PARTY REPRESENTATIVES**

   The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Dave Rankin shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

   Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.
18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

**TO AUTHORITY:**
Silicon Valley Clean Energy Authority  
333 W. El Camino Real  
Suite 290  
Sunnyvale CA 94087  
Attention: Chief Executive Officer

**TO CONTRACTOR:**
MAIL R US dba AD-VANTAGE MARKETING INC  
455 Tesconi Circle  
Santa Rosa, CA 95401  
Attention: Dave Rankin

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of reports, studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules,
and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**
Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority.

23. **WAIVER**
A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**
The individual(s) executing this Agreement represent and warrant that they have the legal authority to do so on behalf of their respective party.

26. **INSERTED PROVISIONS**
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the
date set forth above.

RECOMMENDED FOR APPROVAL

_______________________________
Don Bray
Director of Account Services & Customer Relations

CONSULTANT NAME
MAIL R US
Dba AD-VANTAGE MARKETING INC

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: ____________________________
Name: Girish Balachandran
Title: Chief Executive Officer
Date: ___________________________

APPROVED AS TO FORM:

_______________________________
Counsel for Authority

ATTEST:

_______________________________
Authority Clerk
Exhibit A
Scope of Services

Contractor shall perform all services related to the printing and mailing needs of the following:

1. Weekly account maintenance
   a. Enrollment notifications for new accounts
      i. As new customer set up electric accounts in our service area, they must receive two notices to inform them of their enrollment with a Community Choice Energy provider.
      ii. There are still two remaining Milpitas NEM enrollments through March 2019, these customers will need their four notifications.
   b. Opt out and Upgrade notices
      i. Customers may elect to receive a mailed confirmation of their opt out or upgrade transaction with SVCE
   c. Late payment letters
      i. SVCE send delinquent payment notices to customers 90 and 60 days in advance of them being returned to PG&E

2. Annual Joint Rate Mailer
   a. Per a California Public Utilities Commission requirement, SVCE and PG&E send an annual mailer no later than July 1 to compare rates and power content.

3. Annual Power Content Label
   a. Per a California Energy Commission requirement, SVCE must mail all customers the Power Content Label in Q3 of each year with the verified power content from the prior year.

4. Data Processing
   a. List setup, checking National Change of Address database and reporting any changes to SVCE for each mailing.

5. Production
   a. Inkjet print setup, addressing letters, sort and bag, deliver to main Santa Clara County mail processing facilities.

6. Printing
   a. Printing 6x11 cards for items 1a, 2 and 3 above, using FSC Certified recycled paper and soy-based ink.
   b. Printing of weekly maintenance and late payment letters.

7. Contingency for additional program-related mailings
   a. To be used at the discretion of the SVCE CEO for additional customer printing and mailing requirements that may arise. This includes additional targeted mailings for programs, letters to inform customers about the upcoming PG&E TOU rate change, or if there is a billing error that needs to be addressed.
Exhibit B
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of four-hundred and five thousand dollars ($405,000.00), as set forth below. Any work performed, or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Joint Rate Mailer</td>
<td>$15,000</td>
</tr>
<tr>
<td>2. Power Content Label</td>
<td>$35,000</td>
</tr>
<tr>
<td>3. Weekly Mailings</td>
<td>$20,000</td>
</tr>
<tr>
<td>4. Notification Printing</td>
<td>$10,000</td>
</tr>
<tr>
<td>5. Milpitas NEM Enrollments</td>
<td>$5,000</td>
</tr>
<tr>
<td>6. Annual Contingency (e.g. program marketing, TOU rate mailings, and other mailing requirements that may arise due to changing regulatory landscape)</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Total Annual</strong></td>
<td><strong>$135,000</strong></td>
</tr>
</tbody>
</table>

Total for three-year contract term: $405,000.00

**Invoices**

**Monthly Invoicing:** In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

**Reimbursable Expenses**

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority.

**Additional Services**

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

   (1) **Workers' Compensation:**
   Statutory coverage as required by the State of California. Note: Sole proprietors are excluded from this requirement, however, proof of worker’s compensation must be provided if the Consultant hires one or more employees, otherwise this agreement will be terminated.

   (2) **Liability:**
   Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

   (3) **Automotive:**
   Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

   (4) **Professional Liability**
   Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND MAIL R US dba AD-VANTAGE MARKETING INC FOR PRINTING AND MAILING SERVICES

THIS AGREEMENT, is entered into this 14th day of December, 2016, 1st day of October, 2018 by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and MAIL R US dba AD-VANTAGE MARKETING INC. (hereinafter referred to as "Contractor") (collectively referred to as the “Parties”).

RECITALS:
A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Contractor desire to enter into an agreement for printing and mailing services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM
The term of this Agreement shall commence on December 14, 2016, October 1, 2018, and shall terminate on December 30, 2017, September 30, 2021 unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED
Contractor shall perform service set forth in Exhibit "A" of which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONTRACTOR
Contractor Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed four hundred five thousand dollars ($405,000.00) based on the rates and terms set forth in Exhibit “B”, which is attached hereto and incorporated herein by this reference. Three hundred eighty nine thousand nine hundred thirty six dollars ($389,936.00). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

4. TIME IS OF THE ESSENCE
Contractor Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE
Contractor Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area.
Area and agrees that all services shall be performed by qualified and experienced personnel.
6 INDEPENDENT PARTIES

Authority and Contractor Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Contractor Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor Consultant’s services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to Contractor Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor Consultant. Payments of the above items, if required, are the responsibility of Contractor Consultant.

7 NO RECOERCSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8 NON-DISCRIMINATION

Contractor Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Contractor Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Contractor Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8 HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the Authority from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in Exhibit “D”, attached hereto and incorporated herein by reference.

Contractor shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Contractor Consultant. Contractor Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Contractor Consultant. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. INSURANCE:

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class
of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "C," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under any policy required by this Agreement if not named as such additional insured. An additional insured named hereunder shall not be held liable for any premium, deductible portion of any loss, or expense of any nature under any policy required by this Agreement or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by any policy required by this Agreement.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Authority and the additional insureds.

II. CONFLICT OF INTEREST

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section...
18700 of the California Code of Regulations.

II. PROHIBITION AGAINST TRANSFERS

Consultant Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant Contractor from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of
such assignment shall be promptly furnished to Authority by Consultant Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

12 SUBCONTRACTOR APPROVAL
The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the Authority. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Authority within thirty (30) business days of Contractor’s notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by the Authority, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the Authority awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (bid/proposal), without exception shall constitute approval for purposes of this Agreement.

13 SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.
In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance required by this Agreement. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the indemnity and insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.
A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in the execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

### RECORDS

Consultant Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant Contractor shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant Contractor receives final payment from Authority for all services required under this agreement.

### DESIGN, TESTING, AND OWNERSHIP OF DELIVERABLES

Testing and Acceptance - Contractor will exercise commercially reasonable efforts to test Deliverables requiring testing, including cross-platform and cross-device testing, and to make all necessary corrections prior to providing Deliverables to Authority. Authority shall notify Contractor, in writing, of any failure of such Deliverable to comply with the specifications set forth in Exhibit A, or of any other objections, corrections, changes or amendments the Authority wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Contractor will undertake to remedy the requested Deliverable in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement.

### PARTY REPRESENTATIVES

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Dave Rankin, Joyce Vollmer shall represent Consultant Contractor in all matters pertaining to the services to be performed under this Agreement.
Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in

Page 2 of 6
writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
Silicon Valley Clean Energy Authority
333 W. El Camino Real
Suite 290
Sunnyvale CA 94087
Attention: Chief Executive Officer

TO CONTRACTOR:
MAIL R US
dba AD-VANTAGE MARKETING INC
455 Tesconi Circle
Santa Rosa, CA 95401
Attention: Dave Rankin

DOCUMENTS COMPRISING CONTRACT
The Contract shall include this Agreement for printing and mailing services as well as the following documents which are incorporated herein for reference:

a. Scope of Services in Exhibit “A”
b. Contractors Certificate of Insurance as required in Exhibit “B”
c. Confidentiality and Non-Disclosure Agreement as required in Exhibit “C”
d. Contractor’s Indemnification and Hold Harmless as required in Exhibit “D”

If there is a conflict between the terms of the Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

TERMINATION
In the event Consultant Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If Consultant Contractor fails to cure the default within the time specified (which shall not be less than 10 days) and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant Contractor written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant Contractor as provided herein. Upon receipt of any notice of termination, Consultant Contractor shall immediately discontinue performance.

Authority shall pay Consultant Contractor for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant Contractor shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant Contractor or given to Consultant Contractor, in connection with this Agreement. Such materials shall become the property of Authority.
20. **COMPLIANCE**

Consultant Contractor shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant Contractor.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.
MAIL R US
dba AD-VANTAGE MARKETING INC

By

Date

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By Tom Habashi, CEO

Date

APPROVED AS TO FORM:

Counsel for.

ATTEST:

Authority Clerk

Page 6 of 6
Exhibit A
Scope of Services

1. Contractor, shall perform services related to the full service printing and mailing of four (4) notices to about 244,000 customers in 3 phases between January 17th, 2017 and November 15th, 2017.

   A. Data Processing: $7,000
      List set up, checking National Change of Address database, and reporting any changes to SYCE.

   B. Production: $29,000
      Inkjet Print setup, addressing letter size postcards with addresses, sort and bag. Delivering and mailing from Santa Clara Main processing center.

   C. Printing: $58,000
      Printing of 6x11 cards, non-gloss with bleeds, FSC Certified paper and soy based ink

   D. Postage: $205,936
      Standard Regular Auto postage @ $0.211 per piece

2. Ongoing expense for Move-in Notices: $15,000
   Printing, mailing and postage for 6x11 cards, non-gloss with bleeds, FSC Certified paper. Sent to addresses of new customers moving into the service territory weekly.

3. Contingency: $75,000
   To be used only at the discretion of the SVCE CEO, for additional customer printing and mailing service requirements that may arise throughout 2017. This includes the possibility of mailing a Joint Cost Comparison Mailer.

Total Not to Exceed Amount: $389,936

Contractor shall print out and send out notifications according to the phase-in schedule set forth below. This schedule may be modified with the written approval of the Chief Executive Officer.

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Exhibit B
Insurance Requirements

STATEMENT OF PURPOSE

The Silicon Valley Clean Energy Authority (the “Authority”) from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined). Such Agreements shall contain at a minimum risk management/insurance terms to protect the Authority’s interest and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

AUTHORITY DEFINED

The term Authority (wherever it may appear) is defined to mean the Silicon Valley Clean Energy Authority itself, its Board of Directors, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the Authority and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The Authority may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the Authority.

INSURANCE- BASIC COVERAGE REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the Authority, on policies and with insurers acceptable to the Authority, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The Authority does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party’s interests or liabilities, but are merely minimums.

“Except for worker’s compensation and professional liability, the Other Party’s insurance policies shall be endorsed to name Silicon Valley Clean Energy Authority as additional insured. It is agreed that the Other Party’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by Silicon Valley Clean Energy Authority for liability arising out of the operations of this agreement.”

Except for workers compensation, the Other Party waives its right of recovery against the Authority, to the extent permitted by its insurance policies.

The Other Party’s deductibles/self-insured retentions shall be disclosed to the Authority and may
be disapproved by the Authority. They shall be reduced or eliminated at the option of the Authority. The Other Party is responsible for the amount of any deductible or self-insurance retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Authority shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Silicon Valley Clean Energy Authority, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other that the Other Party’s employees or damage to property of the Authority or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive or property damage resulting from explosion, collapse, or underground exposures. This policy shall also include protection against claims insured by usual personal liability coverage. ISO occurrence Form CG 0001 or equivalent is required.

The liability limits shall not be less than:

| Bodily Injury and Property Damage Aggregate | $2,000,000 |
| Commercial General Liability | $1,000,000 |
| Single Occurrence |

**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use. ISO Form CA 0001 or equivalent is required.

The liability limits shall not be less than:

| Bodily Injury and Property Damage Single Occurrence | $1,000,000 |

**Worker’s Compensation:** Worker’s Compensation coverage to apply for all employees for statutory limits as required by the State of California. If exempt from Worker’s Compensation coverage, as defined by California Law, the Other Party will provide a copy of State Worker’s Compensation exemption.

All subcontractors shall be required to maintain Worker’s Compensation. The Other Party shall also purchase any other coverage required by law for the benefit of employees.

**Professional Liability Insurance:** The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of one (1) year after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing
from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the Authority as a result thereof, including attorney’s fees and costs.

The liability limits shall not be less than: $1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE
Required insurance shall be documented in Certificates of Insurance which provide that the Authority shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the Authority at least 15 days prior to coverage renewals.

If requested by the Authority, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the opinion of the Authority, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Authority, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

MAIL R US
dba AD-VANTAGE MARKETING INC

By

Date 1-3-2023
Exhibit C
Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority") and MAIL R US dba AD-VANTAGE MARKETING, INC. (hereinafter referred to as "Contractor") as of December 14, 2016 ("Effective Date"). As used herein the Authority and Contractor may each be referred to individually as a “Party” and collectively as “Parties.” The provisions of this Agreement govern the disclosure of the Authority's confidential customer information to Contractor ("Disclosure Provisions"). The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of the Authority regarding customers of the Authority ("Authority Customers") may be disclosed to Contractor from time to time as provided by the Disclosure Provisions and solely for the purposes set forth on Exhibit A. Such disclosure is subject to the following legal continuing representations and warranties by Contractor:

   (a) Contractor represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;

   (b) Contractor represents and warrants that the authorized representative(s) executing this Agreement is (are) authorized to execute this Agreement on behalf of the Contractor; and

   (c) Contractor confirms its understanding that the information of Authority Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes set forth on Exhibit A and that any other use of the information is prohibited.

   (d) Contractor represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth on Exhibit A.

2. The confidential and proprietary information disclosed to Contractor in the course of business may include, without limitation, the following information about Authority Customers: (a) names; (b) addresses; (c) telephone numbers; (d) service agreement numbers; (e) meter and other identification numbers; (f) Authority-designated account numbers; (g) meter numbers; (h) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, load, and other data detailing electricity or gas needs and patterns of usage); (i) billing information (including rate schedule, baseline zone, CARE participation,
end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (j) payment / deposit status; (k) number of units; and (l) other similar information specific to Authority Customers individually or in the aggregate (collectively, “Confidential Information”). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Contractor or its representatives that are derived from or based on Confidential Information disclosed by the Authority, regardless of the form of media in which it is prepared, recorded or retained.

3. Except for electric and gas usage information provided to Contractor pursuant to this Agreement, Confidential Information does not include information that Contractor proves (a) was properly in the possession of Contractor at the time of disclosure; (b) is or becomes publicly known through no fault of Contractor, its employees or representatives; or (c) was independently developed by Contractor, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Contractor, or used for any purpose other than the purposes set forth on Exhibit A.

5. Contractor shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth on Exhibit A. Specifically, Contractor shall restrict access to Confidential Information, and to materials prepared in connection with the Confidential Information, to those employees or representatives of Contractor who have a “need to know” such Confidential Information in the course of their duties with respect to the Contractor program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Contractor shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement.

6. Contractor shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by the Authority directly against such employees or representatives for improper disclosure and/or use. In no event shall Contractor or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Contractor shall immediately notify the Authority in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Contractor or any of its employees or representatives. However, nothing in this Agreement shall obligate the Authority to monitor or enforce the Contractor’s compliance with the terms of this Agreement.
7. Contractor shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Decision No. 12-08-045, and any modifications or successors to that decision.

8. Contractor acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to the Authority and/or Authority Customers, the amount of which may be difficult to assess. Accordingly, Contractor hereby confirms that the Authority shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as maybe appropriate in the event of improper disclosure or misuse of its Confidential Information by Contractor or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Authority, in law or equity.

9. In addition to all other remedies, Contractor shall indemnify and hold harmless the Authority, its officers, employees, or agents from and against any claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys’ fees, costs and disbursements) attributable to actions or non-actions of Contractor and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

10. When Contractor fully performs the purposes set forth on Exhibit A, or if at any time Contractor ceases performance or the Authority requires Contractor cease performance of the purposes set forth on Exhibit A, Contractor shall promptly return or destroy (with written notice to the Authority itemizing the materials destroyed) all Confidential Information then in its possession at the request of the Authority. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
MAIL R US
dba AD-VANTAGE MARKETING INC

[Signature]

By [Signature]

Date / 72 77 /
**Exhibit D**
**Hold Harmless/Indemnification- Contractor**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless Silicon Valley Clean Energy Authority (the “Authority”), its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Authority, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of the them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under worker’s or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Authority, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of California Law or Statue, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statue.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter in to pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer or Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Contractor of the last payment shall be a release to the Authority and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Authority or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of California laws or statues the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statues and to contain such
limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by California Law.

MAIL R US
dba AD-VANTAGE MARKETING INC

By [Signature]

Date 3/7/17
Staff Report – Item 1i

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1i: Approve Time Extension, Addition of Funds and Authorize CEO to Execute Second Amendment to Agreement with Above the Fold Designs for Graphic Design and Web Design Services

Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board authorize the CEO to approve the second amendment to the agreement with Above the Fold Designs for graphic and web design services from October 1, 2018 through September 30, 2019 and for an additional amount not to exceed $10,500.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the CEO execute the second amendment to the agreement.

BACKGROUND
SVCE executed an agreement with Above the Fold Designs for $40,000 as approved by the Board on April 11, 2018. The agreement will expire on September 30, 2018. Approximately $14,500 remains unspent in the existing agreement. Staff is requesting to extend the agreement to September 30, 2019. Staff also recommends allocating an additional $10,500 to the contract, for a new total not-to-exceed contract amount of $50,500.

ANALYSIS & DISCUSSION
Above the Fold has supported SVCE in graphic and web design since July 2017 and has provided high quality services, quick turnaround and competitive rates. These services are an ongoing need for the agency as a means for effectively communicating with customers.

With programs launching this fiscal year, SVCE will need continued creative support with developing collateral materials, such as brochures, flyers and ads to promote our decarbonization efforts and get customers to participate. In addition to launching programs, there are various ongoing projects and required regulatory reports and mailings where SVCE needs to continue utilizing the services of a professional graphic design firm.

Customer awareness and education is an ongoing need that aligns with several SVCE communications strategies and tactics. Utilizing professional graphic designers assures that SVCE’s brand continues to build and grow and provides consistency in all the materials being produced for customers. It is also important to continue to build awareness and create a positive image of SVCE so that when there are programs to advertise and promote, customers will be more likely to participate from having prior awareness and trust of the agency.
STRATEGIC PLAN
SVCE’s Board-adopted Strategic Plan identifies several Goals, Strategies and Tactics related to advertising. These include:

• Maintain competitive rates to acquire and retain customers (Goal 2)
  o Provide carbon-free electricity to additional customers in the SVCE service area and increase market share (Strategy 2.1)
  o Communicate competitive rates to all customers (Tactic 2.1.1)
  o Annually, communicate rates and power content mix of the SVCE electric supply in a joint rate comparison mailer with PG&E (Tactic 2.1.2)

• Benchmark customer awareness in 2019 and establish goals (Goal 3)
  o Build awareness and trust through continuous interaction with the SVCE community (Strategy 3.2)

ALTERNATIVE
Do not approve the extended contract with Above the Fold. Staff will pursue a new graphic and web design vendor.

FISCAL IMPACT
$10,500 from the Account Services and Community Relations budget will be allocated to the contract for a total not-to-exceed amount of $50,500.

ATTACHMENTS
1. Second Amendment to Agreement with Above the Fold Designs for Graphic and Web Design Services
2. First Amendment to Agreement with Above the Fold Designs for Graphic Web Design Services
3. Executed Agreement with Above the Fold Designs for Graphic and Web Design Services
4. Executed Agreement with Above the Fold Designs for Graphic and Web Design Services (redlined with proposed amendment)
SECOND AMENDMENT TO AGREEMENT WITH ABOVE THE FOLD DESIGNS, FOR GRAPHIC AND WEB DESIGN SERVICES

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency (“Authority”), and Above the Fold Designs entered into that certain agreement entitled Graphic and Web Design Services Agreement, effective on July 23, 2017, hereinafter referred to as “Original Agreement”; and

WHEREAS, Authority and Above the Fold Designs have determined it is in their mutual interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 (term) of Original Agreement shall be amended to read as follows:

“The term of this agreement shall be extended from October 1, 2018 and shall terminate on September 30, 2019, unless terminated earlier as set forth herein.”

2. Section 3 (compensation) of Original Agreement shall be amended to read as follows:

“Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed fifty thousand and five hundred dollars ($50,500.00) based on the rates and terms set forth in Exhibit “C”, which is attached hereto and incorporated herein by this reference.

3. This Amendment shall be effective on October 1, 2018.

4. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

RECOMMENDED FOR APPROVAL

______________________________
Don Bray, Director of Account Services & Customer Relations
CONSULTANT NAME
ABOVE THE FOLD DESIGNS

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: ____________________________
Name: Girish Balachandran
Title: Chief Executive Officer
Date: ___________________________

APPROVED AS TO FORM:

__________________________________________________________
Counsel for Authority

ATTEST:

__________________________________________________________
Authority Clerk
FIRST AMENDMENT TO AGREEMENT WITH ABOVE THE FOLD DESIGNS, FOR
GRAPHIC AND WEB DESIGN SERVICES

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public
agency ("Authority"), and Above the Fold Designs, entered into that certain agreement entitled
Graphic and Web Design Services Agreement, effective on July 23, 2017, hereinafter referred to as
"Original Agreement"; and

WHEREAS, Authority and Above the Fold Designs have determined it is in their mutual
interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS
FOLLOWS:

1. Article 1, Section C (Term) of Original Agreement shall be amended to read as follows:

"The term of this agreement shall commence on April 11, 2018 and shall terminate on
September 30, 2018, unless terminated earlier as set forth herein."

2. Article 3, Section C (Compensation) of Original Agreement shall be amended to read as
follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in a total
amount not to exceed $40,000 based on the rates and terms set forth in Exhibit "C", which is
attached hereto and incorporated herein by this reference."

3. This Amendment shall be effective on April 11, 2018.

4. Except as expressly modified herein, all of the provisions of the Original Agreement shall
remain in full force and effect. In the case of any inconsistencies between the Original Agreement and
this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original,
but all of which together shall constitute one and the same instrument.
Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of sixty thousand dollars ($60,000.00), as set forth below. Any work performed, or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<table>
<thead>
<tr>
<th>Task</th>
<th>Not to Exceed Amount</th>
</tr>
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<tbody>
<tr>
<td>Graphic Design</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Web Design</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$40,000.00</strong></td>
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<tr>
<td>Hourly-rate for all services</td>
<td>$80.00/hour</td>
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Invoices
Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services
Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the
dates set forth besides their signatures below.

CONSULTANT, Above the Fold Designs

By: __________________________
    [signature]
    [employee name]
    [Co-Owner]

Date: __________________________

SILICON VALLEY CLEAN ENERGY
AUTHORITY,
A Joint Powers Authority

By: __________________________
    [signature]
    Girish Balachandran
    [name]
    CEO

Date: 4/19/18

RECOMMENDED FOR APPROVAL

______________________________
Director Customer Care
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND ABOVE THE FOLD DESIGNS FOR GRAPHIC AND WEB DESIGN SERVICES

THIS AGREEMENT, is entered into this 23rd day of July, 2017, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Above the Fold Designs, a California corporation whose address is 219 Cleaves Court, San Jose, CA 95126 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for graphic and web design services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
   The term of this Agreement shall commence on July 23, 2017, and shall terminate on June 30, 2018, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**
   Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**
   Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed twenty-four thousand dollars ($24,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**
   Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.
6. **INDEPENDENT PARTIES**

   Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOUSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

   Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

   Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

   Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Consultant or Consultant’s employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

10. **INSURANCE:**

    A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and
certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof shall fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST
Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.
12. **PROHIBITION AGAINST TRANSFERS**
Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**
Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**
A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports...
concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. RECORDS
Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. PARTY REPRESENTATIVES
The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. David Cullen shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. CONFIDENTIAL INFORMATION
Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. NOTICES
All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
333 W El Camino Real
Suite 290
Sunnyvale, CA 94087
Attention: Chief Executive Officer

TO CONSULTANT:
David Cullen
Above the Fold Designs
219 Cleaves Court
San Jose, CA 95126

19. **TERMINATION**
In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination is for cause, Authority may deduct from such payment the amount of actual damage, if any, sustained by Authority due to Consultant’s failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**
Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**
This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**
Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**
A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or
condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
   This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**
   The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
   Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
   The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

   IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

---

**CONSULTANT**
Above the Fold Designs

By **David Cullen**
Title **Co-Owner**
Date **6/29/17**

**SILICON VALLEY CLEAN ENERGY AUTHORITY**
A Joint Powers Authority

By **[Signature]**
Chief Executive Officer
Date **7/19/2017**

**RECOMMENDED FOR APPROVAL**

[Signature]
Alan Suleiman, Director of Marketing and Public Affairs
Exhibit A
Scope of Services

Above the Fold Designs will assist Silicon Valley Clean Energy (SVCE) with design services, collateral development and web design support.

SVCE needs to prepare a suite of collateral material that provides information about the agency, our electricity choices, programs and other materials to support community and business outreach efforts. The materials must be designed in a way that easily informs and educates the target audience about SVCE’s services. The materials must also align with the agency’s brand guidelines, while also assisting with brand building and awareness goals.

Above the Fold Designs is a San Jose-based design studio that offers the following services:

- Logos
- Illustrations
- Book/Editorial Design
- Branding Identity
- Poster/Ad Creations
- Photoshoots
- Drone Photography/Videography (Remote Pilot License)
- Aerials/Map Designs, Hand Drawn Renderings (Illustrator)
- Website Design

The team is made up of the following members:

- **David Cullen – Co-Owner** – David has his Bachelor’s in Business Management. He has been in the design industry for five years now and handles all our communication with clients and finds new leads. He also specializes in creating maps/aerials and he also has his Remote Pilot License for drone photography/videography.

- **Gilbert Garlitos – Co-Owner** – Gil is the life of the party for our group. His creativity and wit is expressed in his designs. His background with illustrating for newspapers has helped him become the amazing illustrator he is today. He has also taught classes at the Academy of Arts in San Francisco.

- **Grant Zhao – Graphic Designer** – Grant has a knack for making unique brochures and magazines. His creative modern designs makes a book have character and his designs stand out far from any others. Grant is also our main photographer and he has an eye for catching the perfect angles. He has a passion for design and is a constant student of the industry.

- **Shobin Thomas – Graphic Designer** – Shobin is our main web designer, but that is not where his talents stop. Shobin is a jack of all trades and can handle web design, brochures, and video editing. He is a dedicated and hard worker who can turn around a deadline faster than most.
• Jinx Macabenta – Web Designer - Jinx is our newest member to the family and is also a fellow Academy of Arts graduate and has had Director roles with different companies including; Froomz, LifeStreet Corporation, and RevJet. He has also worked for Yahoo! and Samsung. Jinx is one of the easiest people to not only relate to, but to also get along with.

Above the Fold Designs charges $60/hour for all services, plus any license image download fees.

SVCE staff will work with Above the Fold Designs on project scope and budget before beginning any project outside what is listed in the Schedule of Performance (Exhibit B).
Exhibit B

Schedule of Performance

This schedule of performance is tentative and subject to change.

1. **Strategic Plan**
   - Budget – approx. 20 hours, $1,200.00

2. **General tri-fold brochure** –
   - 25 hour estimate per brochure, 50 hours total estimate - $3,000
     - Versions for:
       - Residents (multilingual versions)
       - Business

3. **Pop-up banners** – 32 hour estimate - $1,920

4. **Window Clings** for EVs, Residents and Businesses –
   - 4 hours per item, all graphics are hand drawn, total is 12 hours - $720
     - EV version – Driving 100% Carbon Free w/ Silicon Valley Clean Energy logo incorporated
     - Business version – Our business runs on 100% carbon free electricity, or simplified for less words, just say “Powered by 100% carbon free electricity” w/ SVCE logo on the cling
     - GreenPrime customers who have upgraded to 100% renewable energy, we need a business and residential version that says, “Our business/home is powered by 100% renewable energy” w/ SVCE logo

5. **Pinwheel design** –
   - Estimate 1 hour, $60

6. **Regional Community Choice Energy (CCE) map** handout –
   - Estimate 40 hours, $2,400

7. **Discount program brochure/postcard** –
   - 6 hours per card, 3 versions in language, 15 hours - $1,080

8. **Hanging Banner for Festivals** - 6 hours, $360

9. **Website design services** – As needed
   - Estimated website improvements and build out as SVCE programs launch is expected to take up to 200 design hours, or $12,000.
Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of twenty-four thousand dollars ($24,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

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**Total**: $24,000.00

**Invoices**

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

**Reimbursable Expenses**

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority’s travel policy.

**Additional Services**

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. COVERAGE:

(1) Workers' Compensation:
Statutory coverage as required by the State of California. Note: Sole proprietors are excluded from this requirement, however, proof of worker's compensation must be provided if the Consultant hires one or more employees, otherwise this agreement will be terminated.

(2) Liability:
Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

(3) Automotive:
Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

(4) Professional Liability:
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND ABOVE THE FOLD DESIGNS FOR GRAPHIC AND WEB DESIGN SERVICES

THIS AGREEMENT, is entered into this 23rd day of July, 2017, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Above the Fold Designs, a California corporation whose address is 219 Cleaves Court, San Jose, CA 95126 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for graphic and web design services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM
The term of this Agreement shall commence on July 23, 2017, be extended from October 1, 2018 and shall terminate on June 30, 2018, September 30, 2019 unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED
Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT
Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed twenty-four thousand dollars ($24,000.00) fifty thousand and five hundred dollars ($50,500.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. TIME IS OF THE ESSENCE
Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE
Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.
6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOUSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Consultant or Consultant’s employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

10. **INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and
certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant’s name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant’s insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST
Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.
12. PROHIBITION AGAINST TRANSFERS
Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL
Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. REPORTS
A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports
concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. David Cullen shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

**TO AUTHORITY:**
333 W El Camino Real
Suite 290
TO CONSULTANT:
David Cullen
Above the Fold Designs
219 Cleaves Court
San Jose, CA 95126

19. TERMINATION
In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in
the manner required hereunder, Consultant shall be deemed in default in the performance of this
Agreement. If Consultant fails to cure the default within the time specified and according to the
requirements set forth in Authority’s written notice of default, and in addition to any other remedy
available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving
Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall
also have the option, at its sole discretion and without cause, of terminating this Agreement by giving
seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice
of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of
termination. If the termination is for cause, Authority may deduct from such payment the amount of actual
damage, if any, sustained by Authority due to Consultant’s failure to perform its material obligations under
this Agreement. Upon termination, Consultant shall immediately deliver to the Authority any and all
copies of studies, sketches, drawings, computations, and other material or products, whether or not
completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such
materials shall become the property of Authority.

20. COMPLIANCE
Consultant shall comply with all applicable local, state and federal laws.

21. CONFLICT OF LAW
This Agreement shall be interpreted under, and enforced by the laws of the State of California.
The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations
of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any
suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa
Clara, State of California.

22. ADVERTISEMENT
Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs,
advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under
this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. WAIVER
A waiver by Authority of any breach of any term, covenant, or condition contained herein shall
not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or
condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

---

**CONSULTANT**
Above the Fold Designs

By TQAD CLNeA
Title Co - 6/17
Date 10/29/17

**SILICON VALLEY CLEAN ENERGY**
**AUTHORITY**
A Joint Powers Authority

By
Chief Executive Officer
Date Via/ a? n

**RECOMMENDED FOR APPROVAL**

Alan Suleimaru - Director of Marketing and Public Affairs
Exhibit A
Scope of Services

Above the Fold Designs will assist Silicon Valley Clean Energy (SVCE) with design services, collateral development and web design support.

SVCE needs to prepare a suite of collateral material that provides information about the agency, our electricity choices, programs and other materials to support community and business outreach efforts. The materials must be designed in a way that easily informs and educates the target audience about SVCE’s services. The materials must also align with the agency’s brand guidelines, while also assisting with brand building and awareness goals.

Above the Fold Designs is a San Jose-based design studio that offers the following services:

- Logos
- Illustrations
- Book/Editorial Design
- Branding Identity
- Poster/Ad Creations
- Photoshoots
- Drone Photography/Videography (Remote Pilot License)
- Aerials/Map Designs, Hand Drawn Renderings (Illustrator)
- Website Design

The team is made up of the following members:

- David Cullen – Co-Owner – David has his Bachelor’s in Business Management. He has been in the design industry for five years now and handles all our communication with clients and finds new leads. He also specializes in creating maps/aerials and he also has his Remote Pilot License for drone photography/videography.

- Gilbert Garlitos – Co-Owner – Gil is the life of the party for our group. His creativity and wit is expressed in his designs. His background with illustrating for newspapers has helped him become the amazing illustrator he is today. He has also taught classes at the Academy of Arts in San Francisco.

- Grant Zhao – Graphic Designer – Grant has a knack for making unique brochures and magazines. His creative modern designs makes a book have character and his designs stand out far from any others. Grant is also our main photographer and he has an eye for catching the perfect angles. He has a passion for design and is a constant student of the industry.

- Shobin Thomas – Graphic Designer – Shobin is our main web designer, but that is not where his talents stop. Shobin is a jack of all trades and can handle web design, brochures, and video editing. He is a dedicated and hard worker who can turn around a deadline faster than most.
• Jinx Macabenta - Web Designer - Jinx is our newest member to the family and is also a fellow Academy of Arts graduate and has had Director roles with different companies including; Froomz, LifeStreet Corporation, and RevJet. He has also worked for Yahoo! and Samsung. Jinx is one of the easiest people to not only relate to, but to also get along with.

Above the Fold Designs charges $60/hour for all services, plus any license image download fees.

SVCE staff will work with Above the Fold Designs on project scope and budget before beginning any project outside what is listed in the Schedule of Performance (Exhibit B).
**Exhibit B**

**Schedule of Performance**

This schedule of performance is tentative and subject to change.

1. **Strategic Plan**
   - Budget – approx. 20 hours, $1,200.00

2. **General tri-fold brochure** –
   - 25 hour estimate per brochure, 50 hours total estimate - $3,000
     - Versions for:
       - Residents (multilingual versions)
       - Business

3. **Pop-up banners** – 32 hour estimate - $1,920

4. **Window Clings** for EVs, Residents and Businesses –
   - 4 hours per item, all graphics are hand drawn, total is 12 hours - $720
     - EV version – Driving 100% Carbon Free w/ Silicon Valley Clean Energy logo incorporated
     - Business version – Our business runs on 100% carbon free electricity, or simplified for less words, just say “Powered by 100% carbon free electricity” w/ SVCE logo on the cling
     - GreenPrime customers who have upgraded to 100% renewable energy, we need a business and residential version that says, “Our business/home is powered by 100% renewable energy” w/ SVCE logo

5. **Pinwheel design** –
   - Estimate 1 hour, $60

6. **Regional Community Choice Energy (CCE) map** handout –
   - Estimate 40 hours, $2,400

7. **Discount program brochure/postcard** –
   - 6 hours per card, 3 versions in language, 15 hours - $1,080

8. **Hanging Banner for Festivals** - 6 hours, $360

9. **Website design services** – As needed
   - Estimated website improvements and build out as SVCE programs launch is expected to take up to 200 design hours, or $12,000.
Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of twenty-four thousand dollars ($24,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<table>
<thead>
<tr>
<th>Task</th>
<th>Not to Exceed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graphic Design</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Web Design</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

Total $24,000.00

Invoices
Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services
Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as
additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**
Statutory coverage as required by the State of California. Note: Sole proprietors are
excluded from this requirement, however, proof of worker’s compensation must be
provided if the Consultant hires one or more employees, otherwise this agreement will be
terminated.

(2) **Liability:**
Commercial general liability coverage with minimum limits of $1,000,000 per
occurrence and $2,000,000 aggregate for bodily injury and property damage.
ISO occurrence Form CG 0001 or equivalent is required.

(3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of $1,000,000 per
accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is
required.

(4) **Professional Liability:**
Professional liability insurance which includes coverage for the professional acts, errors
and omissions of Consultant in the amount of at least $1,000,000.
Staff Report – Item 1j

To: Silicon Valley Clean Energy Board of Directors
From: Girish Balachandran, CEO

Item 1j: Approve Time Extension and Authorize CEO to Execute Amendment to Agreement with Pacific Printing for Printing Services

Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board authorize the CEO to extend the existing agreement with Pacific Printing for printing services from October 1, 2018 through September 30, 2019.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the Board authorize the CEO to execute this amendment.

BACKGROUND
The existing agreement with Pacific Printing is for $80,000 and was approved by the Board on November 29, 2018. The agreement will expire on September 30, 2018. Staff is requesting to extend the agreement to September 30, 2019. Approximately $50,000 remains in the agreement.

ANALYSIS & DISCUSSION
Pacific Printing is a union printing company offering a variety of specialty printing services. SVCE utilizes Pacific Printing for print services for collateral needs such as business cards, flyers, brochures, window clings and banners. These services are an ongoing need for SVCE as a means for effectively communicating with customers and building recognition of the agency through community events.

As SVCE continues developing programs, there will be an ongoing need to print promotional and education materials for our customers to learn about our offerings. In addition to launching programs, there are various ongoing projects where SVCE needs to continue utilizing the services of a professional printer. Materials such as our general brochures and guidebooks need to be updated annually as our rate comparisons and program offerings will change each year.

STRATEGIC PLAN
SVCE’s Board-adopted Strategic Plan identifies several Goals, Strategies and Tactics related to advertising. These include:

- Maintain competitive rates to acquire and retain customers (Goal 2)
  - Provide carbon-free electricity to additional customers in the SVCE service area and increase market share (Strategy 2.1)
  - Communicate competitive rates to all customers (Tactic 2.1.1)
Annually, communicate rates and power content mix of the SVCE electric supply in a joint rate comparison mailer with PG&E (Tactic 2.1.2)

- Benchmark customer awareness in 2019 and establish goals (Goal 3)
  - Build awareness and trust through continuous interaction with the SVCE community (Strategy 3.2)

**ALTERNATIVE**

Do not approve the extended contract with Pacific Printing. Staff will pursue a new print services vendor.

**FISCAL IMPACT**

There will be no monetary changes as result of acceptance of the recommendation, as there is still approximately $50,000 left in the existing agreement.

**ATTACHMENTS**

1. First Amendment to Agreement with Pacific Printing for printing services
2. Executed Agreement with Pacific Printing for printing services
3. Executed Agreement with Pacific Printing for printing services (redlined with proposed amendment)
FIRST AMENDMENT TO AGREEMENT WITH PACIFIC PRINTING FOR PRINTING SERVICES

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency (“Authority”), and “PACIFIC PRINTING”. entered into that certain agreement entitled “PRINTING SERVICES”, effective on “JULY 23, 2017”, hereinafter referred to as “Original Agreement”; and

WHEREAS, Authority and PACIFIC PRINTING have determined it is in their mutual interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of Original Agreement shall be amended to read as follows:

“The term of this agreement shall commence on October 1, 2018 and shall terminate on September 30, 2019, unless terminated earlier as set forth herein.”

2. This Amendment shall be effective on October 1, 2018

3. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

RECOMMENDED FOR APPROVAL

Don Bray, Director of Account Services & Customer Relations
CONSULTANT, PACIFIC PRINTING

By: ____________________________
    [signature]
    ____________________________
    [employee name]
    ____________________________
    [title/department]

APPROVED AS TO FORM:

Counsel for Authority

SILICON VALLEY CLEAN ENERGY
AUTHORITY,
A Joint Powers Authority

By: ____________________________
    [signature]
    Girish Balachandran
    ____________________________
    [name]
    ____________________________
    CEO
    ____________________________
    [title]

ATTEST:

 Authority Clerk
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND PACIFIC PRINTING FOR PRINTING SERVICES

THIS AGREEMENT, is entered into this 23rd day of July 2017, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Pacific Printing, a California corporation whose address is 1445 Monterey Highway, San Jose, CA 95110 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for printing services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM
   The term of this Agreement shall commence on July 23, 2017, and shall terminate on June 30, 2018, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED
   Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT
   Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed twenty-four thousand dollars ($24,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. TIME IS OF THE ESSENCE
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE
   Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.
6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO REcourse AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Consultant or Consultant’s employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

10. **INSURANCE:**

   A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and
certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. **Maximum Coverage and Limits.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. **CONFLICT OF INTEREST**

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.
12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports
concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. RECORDS
Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. PARTY REPRESENTATIVES
The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Andrew Goett shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. CONFIDENTIAL INFORMATION
Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. NOTICES
All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
333 W. El Camino Real
Suite 290  
Sunnyvale CA 94087  
Attention: Chief Executive Officer

TO CONSULTANT:  
Andrew Goett  
Pacific Printing  
1445 Monterey Highway  
San Jose, CA 95112

19. **TERMINATION**  
In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination is for cause, Authority may deduct from such payment the amount of actual damage, if any, sustained by Authority due to Consultant’s failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**  
Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**  
This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**  
Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**  
A waiver by Authority of any breach of any term, covenant, or condition contained herein shall
not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
   This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**
   The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
   Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
   The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

   IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

---

CONSULTANT
Pacific Printing
By
Title Operations Manager
Date 4/27/17

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority
By
Title CEO
Date 7/19/2017

RECOMMENDED FOR APPROVAL
Alan Suleiman, Director of Marketing & Public Affairs
Exhibit A

Scope of Services

Silicon Valley Clean Energy will utilize Pacific Printing for print services for a variety of collateral needs such as business cards, flyers, brochures, window clings and banners. A list of expected items and estimates are provided in Exhibit B.

History of Pacific Printing:

With a combined experience of over 35 years, Pacific Printing brings to you unparalleled service and cost-effective savings, backed by a 100% guarantee. And because we work so closely with labor unions, we are sensitive to the demands and needs of your busy schedule and budget.

Here are some reasons why you should allow us to help you with your printing needs:

- We are a union printer that helps fuel union printing needs
- We are family owned and operated
- We serve both local and out-of-state unions
- We use top quality paper stock and inks
- We use industry-trusted presses
- All of our work is 100% guaranteed

Since we are a union printing company, you can be assured that the men and women who work on your printed materials receive decent wages and benefits. So, when you patronize our services, you are helping to maintain the union advantage in the printing industry.
Exhibit B
Schedule of Performance

This schedule may be modified with the written approval of the Authority.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Specs</th>
<th>Quote (in quantity breakdowns)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flyers</td>
<td>100lb matte text - 100% Recycled</td>
<td>500 - $471.00</td>
</tr>
<tr>
<td></td>
<td>8.5x11</td>
<td>1,000 - $621.00</td>
</tr>
<tr>
<td></td>
<td>Full Color 2 Sides</td>
<td>2,500 - $812.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5,000 - $1074.00</td>
</tr>
<tr>
<td>Business Cards</td>
<td>80lb uncoated cover - 100% Recycled 2 Sides 3.5x2 2 PMS Colors</td>
<td>250 - $150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>500 - $200.00</td>
</tr>
<tr>
<td>Brochures</td>
<td>100lb matte text - 100% Recycled</td>
<td>500 - $340.00</td>
</tr>
<tr>
<td></td>
<td>8.5x11</td>
<td>1,000 - $420.00</td>
</tr>
<tr>
<td></td>
<td>Full Color 2 Sides Tri-Fold</td>
<td>2,500 - $710.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5,000 - $1,000.00</td>
</tr>
<tr>
<td>Booklets</td>
<td>16 pages including the cover Insides - 80lb matte text - 100% Recycled</td>
<td>10,000 - $9,200.00</td>
</tr>
<tr>
<td></td>
<td>Cover - 80lb matte cover - 100% Recycled</td>
<td>12,000 - $10,400.00</td>
</tr>
<tr>
<td></td>
<td>Full Color 11x17 Saddle Stitch to 8.5x11</td>
<td>15,000 - $12,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20,000 - $15,250.00</td>
</tr>
<tr>
<td>Pinwheel</td>
<td>100lb dull text - 100% Recycled Full color 1 Side Die Cut</td>
<td>2,500 - $775.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5,000 - $1,500.00</td>
</tr>
<tr>
<td>Info postcards</td>
<td>5x7</td>
<td>1,000 - $411.00</td>
</tr>
<tr>
<td></td>
<td>Full Color 2 sides</td>
<td>2,500 - $746.00</td>
</tr>
<tr>
<td></td>
<td>100lb dull cover - 100% Recycled</td>
<td>5,000 - $1090.00</td>
</tr>
<tr>
<td>Pop-Up Banners</td>
<td>Full Color 33x78 inches</td>
<td>$250 each</td>
</tr>
</tbody>
</table>
Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of twenty-four thousand dollars ($24,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<table>
<thead>
<tr>
<th>Task</th>
<th>Not to Exceed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing</td>
<td>$24,000.00</td>
</tr>
</tbody>
</table>

Total  $24,000.00

Rates
Depends on project, see Exhibit B

Invoices
Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority's travel policy.

Additional Services
Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority's Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers’ Compensation:**
Statutory coverage as required by the State of California.

(2) **Liability:**
Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

(3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

(4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND PACIFIC PRINTING FOR PRINTING SERVICES

THIS AGREEMENT, is entered into this 29th day of November 2017, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Pacific Printing, a California corporation whose address is 1445 Monterey Highway, San Jose, CA 95110 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for printing services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
   The term of this Agreement shall commence on November 29, 2017; October 1, 2018 and shall terminate on September 30, 2018; September 30, 2019, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**
   Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**
   Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed eighty thousand dollars ($80,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**
   Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.
6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Consultant or Consultant’s employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also
contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. **Maximum Coverage and Limits.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. **CONFLICT OF INTEREST**
Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.
12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

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Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.
D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**
Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **PARTY REPRESENTATIVES**
The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Andrew Goett shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**
Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**
All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.
All notices, demands, requests, or approvals shall be addressed as follows:

**TO AUTHORITY:**
333 W. El Camino Real  
Suite 290  
Sunnyvale CA 94087  
Attention: Chief Executive Officer

**TO CONSULTANT:**
Andrew Goett  
Pacific Printing  
1445 Monterey Highway  
San Jose, CA 95112

19. **TERMINATION**
In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination is for cause, Authority may deduct from such payment the amount of actual damage, if any, sustained by Authority due to Consultant’s failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**
Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**
This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**
Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.
23. **WAIVER**
A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**
The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

**CONSULTANT: PACIFIC PRINTING**

By: [signature]
[employee name]
	[title/department]

Date: __________________________

**SILICON VALLEY CLEAN ENERGY AUTHORITY,**
A Joint Powers Authority

By: [signature]

Don Eckert
Interim CEO

Date: __________________________

**RECOMMENDED FOR APPROVAL**

Alan Suleiman, Director of Marketing & Public Affairs
APPROVED AS TO FORM:

Counsel for Authority

Authority Clerk
Exhibit A
Scope of Services

Silicon Valley Clean Energy will utilize Pacific Printing for print services for a variety of collateral needs such as business cards, flyers, brochures, window clings and banners. A list of expected items and estimates are provided in Exhibit B.

History of Pacific Printing:

With a combined experience of over 35 years, Pacific Printing brings to you unparalleled service and cost-effective savings, backed by a 100% guarantee. And because we work so closely with labor unions, we are sensitive to the demands and needs of your busy schedule and budget.

Here are some reasons why you should allow us to help you with your printing needs:

- We are a union printer that helps fuel union printing needs
- We are family owned and operated
- We serve both local and out-of-state unions
- We use top quality paper stock and inks
- We use industry-trusted presses
- All of our work is 100% guaranteed

Since we are a union printing company, you can be assured that the men and women who work on your printed materials receive decent wages and benefits. So, when you patronize our services, you are helping to maintain the union advantage in the printing industry.
### Exhibit B
**Schedule of Performance**

This schedule may be modified with the written approval of the Authority.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Specs</th>
<th>Quote (in quantity breakdowns)</th>
</tr>
</thead>
</table>
| Flyers           | 100lb matte text - 100% Recycled
8.5x11
Full Color
2 Sides          | 500 - $471.00
1,000 - $621.00
2,500 - $812.00
5,000 - $1074.00 |
| Business Cards   | 80lb uncoated cover - 100% Recycled
2 Sides
3.5x2
2 PMS Colors     | 250 - $150.00
500 - $200.00 |
| Brochures        | 100lb matte text - 100% Recycled
8.5x11
Full Color
2 Sides
Tri-Fold          | 500 - $340.00
1,000 - $420.00
2,500 - $710.00
5,000 - $1,000.00 |
| Booklets         | 16 pages including the cover
Insides – 80lb matte text – 100% Recycled
Cover – 80lb matt cover - 100% Recycled
Full Color
11x17
Saddle Stitch to 8.5x11 | 10,000 - $9,200.00
12,000 - $10,400.00
15,000 - $12,200.00
20,000 - $15,250.00 |
| Pinwheel         | 100lb dull text – 100% Recycled
Full color
1 Side
Die Cut          | 2,500 - $775.00
5,000 - $1,500.00 |
| Info postcards   | 5x7
Full Color
2 sides
100lb dull cover – 100% Recycled | 1,000 - $411.00
2,500 - $746.00
5,000 - $1090.00 |
| Pop-Up Banners   | Full Color
33x78 inches | $250 each |
Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of eighty thousand dollars ($80,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<table>
<thead>
<tr>
<th>Task</th>
<th>Not to Exceed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing</td>
<td>$80,000.00</td>
</tr>
</tbody>
</table>

Total $80,000.00

Rates
Depends on project, see Exhibit B

Invoices
Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services
Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority’s Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.
Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

   (1) **Workers' Compensation:**
   Statutory coverage as required by the State of California.

   (2) **Liability:**
   Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

   (3) **Automotive:**
   Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

   (4) **Professional Liability**
   Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.
Staff Report – Item 1k

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1k: Authorize CEO to Execute an Amended Agreement with Pacific Energy Advisors, Inc., for Power Management and Technical Consulting Services, October 2018 – September 2019

Date: 9/12/2018

RECOMMENDATION
Staff recommends the Board Authorize the Chief Executive Officer to finalize, with non-substantive changes, and execute the attached amended agreement with Pacific Energy Advisors, Inc., for technical consulting services. The amended agreement provides for the following:

1. Extends the contract term for twelve months for a new termination date of September 30, 2019;
2. Amends the scope of work for Task 1 of Exhibit A;
3. Amends the compensation structure in Exhibit B;
4. Continues under a retainer fee compensation structure of $25,000 per month for the first six months;
5. Includes an option to renegotiate the monthly retainer fee after six months;
6. Includes an option to move to a time-and-material contract fee structure after six months in lieu of the retainer structure subject to a mutually agreeable scope of work.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the Board approve this agreement.

BACKGROUND
In November 2015, the Silicon Valley Community Choice Energy Partnership (SVCCEP) contracted with Pacific Energy Advisors (PEA) to conduct a Technical Feasibility Study for a regional CCA program in Santa Clara County. The study draft was released in November 2015 and the final study published in April 2016. The study evaluated CCA program viability for twelve communities that are SVCEA member agencies.

In April 2016, SVCEA entered into an agreement with PEA to support the CEO in all operational functions related to resource planning and acquisition. The contract was time and materials based and was superseded by a new agreement in April 2017.

On April 12, 2017 the Board approved an agreement with Pacific Energy Advisors for Technical Consulting Services for the period of time from April 13, 2017 through September 30, 2018. The terms of the contract included a broad set of tasks to be included under a monthly retainer charge of $25,000 and additional tasks under a time and material basis for an amount not to exceed $90,000. To date, all work completed by PEA has been under the broad retainer structure.
ANALYSIS & DISCUSSION
Power supply planning and acquisition requires specialized knowledge and expertise to perform the requisite analysis, plan development, regulatory submittals, and effective energy procurement. Accordingly, these functions are well suited to be served through consulting expertise until SVCEA can develop the necessary internal systems and bandwidth.

PEA has deep experience with supporting the power supply acquisition and regulatory compliance functions of a CCA program and serve as a critical resource in helping SVCE staff carry out day-to-day activities in addition to providing high level strategic support. SVCE staff is actively expanding bandwidth through training of existing staff, process and efficiency improvements and recruitment of new personnel to carry out some of the essential functions currently provided by PEA.  It is staff’s expectation that within six months, several of the functions for which SVCE relies on PEA can be handled in-house. However, an agreement to continue to utilize PEA is necessary should SVCE staff not be able to expand its internal bandwidth or specific matters arise that still require the expertise of PEA.

The amended agreement will allow for the maximum flexibility to continue the current fee structure for up to twelve months, however it is staff’s expectation that either the retainer amount will be reduced after six months or the contract will move to a time and material basis. The agreement authorizes the CEO to negotiate reductions in services and compensation to be effective on April 1, 2019 or another mutually agreed upon date during the term of the Agreement.

ALTERNATIVE
There is no alternative associated with this report.

FISCAL IMPACT
At the current level of services, compensation to PEA shall be based on a monthly retainer of $25,000 for work described in Task 1, and not to exceed $90,000 for work described in Task 2; for a total not to exceed amount of $390,000. The agreement will be for a term of October 1, 2018 to September 30, 2019.

ATTACHMENTS
1. Amended Agreement with Pacific Energy Advisors for Technical Consulting Services
2. Amended Agreement with Pacific Energy Advisors for Technical Consulting Services (redlined)
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND PACIFIC ENERGY ADVISORS FOR TECHNICAL CONSULTING SERVICES

THIS AGREEMENT, is entered into this 1st day of October 2018, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and PACIFIC ENERGY ADVISORS, INC, a California corporation whose address is 1839 Iron Point Road, Suite 120, Folsom, CA 95630 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for technical consulting services to support the implementation of a community choice energy program upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
The term of this Agreement shall commence on October 1, 2018, and shall terminate on September 30, 2019, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**
Consultant shall perform the service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference. The Parties agree that due to the expansion of Authority staff duties and expertise and the addition of increased staffing, it may be appropriate to reduce the Scope of Services provided by Consultant under Task 1 described in Exhibit A, attached hereto, after the first six months of the term of this Agreement. By no later than March 1, 2019, the Parties will consult on whether reductions to the Scope of Services under Task 1 should be made. The Chief Executive Officer of Authority may approve in writing mutually agreed upon reductions in the Scope of Services that result in a corresponding reduction in the compensation paid to Consultant effective April 1, 2019 or such other date mutually agreed upon by the Parties.

3. **COMPENSATION TO CONSULTANT**
Consultant shall be compensated for services performed pursuant to this Agreement based on the rates and terms set forth in Exhibit “C,” which is attached hereto and incorporated herein by this reference.
The Parties agree to amend Exhibit C to reflect any reductions in the Scope of Services set forth in Exhibit A as described in Section 2 above.

4. **TIME IS OF THE ESSENCE**
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**
   Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in California’s electric utility industry and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**
   Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**
   Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**
   Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**
   Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers.
Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**
   
   A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by mail, Attention: Chief Executive Officer," Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

   B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

   C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

   D. **Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

   E. **Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

   F. **Maximum Coverage and Limits.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
11. **CONFLICT OF INTEREST**

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority.

Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and
data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released by Authority shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**
   Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. **PARTY REPRESENTATIVES**
   The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. John Dalessi or Kirby Dusel shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**
   Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**
   All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

**TO AUTHORITY:**
333 W. El Camino Real
Suite 290
Sunnyvale CA 94087
Attention: Chief Executive Officer

TO CONSULTANT:
Pacific Energy Advisors, Inc.
1839 Iron Point Road, Suite 120
Folsom, CA 95630
Attn: John Dalessi, President

19. TERMINATION
In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in
the manner required hereunder, Consultant shall be deemed in default in the performance of this
Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than
10 days) and according to the requirements set forth in Authority’s written notice of default, and in
addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate
the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The
Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating
this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein.
Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.
Authority shall pay Consultant for services satisfactorily performed up to the effective date of
termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies
of studies, sketches, drawings, computations, and other material or products, whether or not completed,
prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall
become the property of Authority.

20. COMPLIANCE
Consultant shall comply with all applicable local, state and federal laws.

21. CONFLICT OF LAW
This Agreement shall be interpreted under, and enforced by the laws of the State of California.
The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations
of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any
suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa
Clara, State of California.

22. ADVERTISEMENT
Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs,
advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under
this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. WAIVER
A waiver by Authority of any breach of any term, covenant, or condition contained herein shall
not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or
condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT
This Agreement represents the full and complete understanding of every kind or nature whatsoever
between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are
merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**
The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

RECOMMENDED FOR APPROVAL

_______________________________
Monica Padilla
Director Of Power Resources

CONSULTANT NAME
PACIFIC ENERGY ADVISORS
By: __________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
SILICON VALLEY CLEAN ENERGY

AUTHORITY
A Joint Powers Authority
By: __________________________
Name: Girish Balachandran
Title: Chief Executive Officer
Date: ___________________________

APPROVED AS TO FORM:

_______________________________
Counsel for Authority

ATTEST:
Authority Clerk
Exhibit A
Scope of Services

Task 1. Power Resources Management

Working with SVCEA leadership and its designated Scheduling Coordinator, PEA will assist in managing SVCEA’s power resources portfolio in accordance with SVCEA’s adopted policies and applicable regulatory requirements. PEA will support SVCEA in the areas of resource planning, portfolio management, electric procurement, and regulatory compliance activities related to electric power supply. The following tasks are included within this service area:

(a) Maintain Annual and Long Term Sales Forecast:

- Prepare and maintain SVCE customer and electric sales forecasts including forecast of: 1) monthly enrolled accounts, megawatt hours (“MWh”) and megawatts (“MW”) by load profile group; and 2) monthly coincident peak MW and hourly MW for the SVCE system.
- Update long term sales forecasts biannually and more frequently as necessary; monitor accuracy of load forecast on monthly basis; consider adjustment if variance exceeds threshold of 5% forecast error.

(b) Electric Supply Management:

- Maintain load and resource balance model to identify incremental electric procurement needs in consideration of quantified open positions, SVCE resource and risk management policies, and applicable regulatory requirements; coordinate with management to develop procurement strategies to address electric resource needs.
- Monitor net open positions and provide monthly reporting of net open positions pursuant to SVCE risk management policies.
- Support procurement and/or sales of energy and capacity products including preparing requisite solicitation documents, participating in supplier/developer communications, providing analytical support during proposal/bid evaluation, supporting contract negotiations, and other related, as-needed activities.
- Review and validate periodic invoices received from SVCE’s Scheduling Coordinator and confirm that scheduled volumes from electric suppliers are consistent with contract terms; bring any identified discrepancies to management’s attention; and support attempts to resolve issues with counterparties.
- Monitor energy market activities, including pricing trends and forward curves related to market energy, renewable energy and capacity.
- Prepare forecast of power supply expenses for annual budget.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications with and/or on behalf of SVCE.

(c) Regulatory Compliance:

- Manage renewable energy portfolio per state/program standards; prepare Renewable Portfolio Standards (“RPS”) compliance filings and serve as SVCE’s liaison with pertinent regulatory agencies for matters related to RPS compliance.
- Assist with the management of SVCE’s Western Renewable Energy Generation
Information System (“WREGIS”) account and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate mandatory and regulatory compliance), as-needed generator registration (example: Feed-In Tariff projects under contract with SVCE) and other account management activities. Provide support during third-party audit processes, if applicable (Green Prime product, for example, if SVCE chooses to pursue Green-e Energy certification for this product option), including data gathering and analysis, reporting and liaison activities with SVCE’s selected auditor and Green-e Energy staff.

- Manage Resource Adequacy portfolio per state/program standards; prepare year-ahead and month-ahead peak demand forecasts and resource adequacy compliance demonstration filings; coordinate with SVCEA’s Scheduling Coordinator and regulatory agencies to resolve any discrepancies that may arise during compliance review.
- Provide data analysis and assist in preparing reports related to the California’s Power Source Disclosure Program, including technical elements of Power Content Label development and review; such support may also entail regulatory liaison activities required to successfully complete applicable reports.
- PEA will prepare required compliance documentation under this task and coordinate with SVCE’s regulatory personnel or contractors, who will be responsible for formal submission of filings to the appropriate regulatory body.

(d) Financial Modeling and Ratesetting
- Maintain pro forma financial model and support SVCE staff in preparing annual budgets and conducting scenario analyses.
- As necessary, coordinate with SVCE and its financial advisors with regard to matters that may impact SVCE’s financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.
- Assist with the development of proposed SVCE rate schedules and PG&E rates benchmarking.

Task 2. Regulatory Support & Other Services

This task includes as-needed regulatory and other consulting services not otherwise included in Task 1. These services are generally expected to fall within the following support areas:

(a) Regulatory Support:
- Provide technical expertise, analysis and advice in relation to pertinent regulatory proceedings. Such services shall entail periodic reviews and editorial support during comment/brief drafting as well as coordination with SVCE staff/advisors on such matters.
- Provide support for other regulatory compliance filings such as those that may relate to storage mandates or mandated resource plans.
- Update Implementation Plan as necessary to address changes to SVCE membership.
(b) **Expert Witness Services:**

- Includes preparing testimony and related expert witness services; representation in hearings and workshops; and lead/primary drafting responsibilities with regard to comments and briefs.

(c) **Other Implementation Support/Staff Augmentation, as requested**
Exhibit B
Schedule of Performance

The work performed under Task 1 will be completed on an ongoing basis throughout the term of this Agreement. Work performed under Task 2 will be completed upon request and subject to mutually agreeable timelines for completion.
Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below.

**Compensation Schedule**

Task 1. Power Resources Management: $25,000/month.

Task 2. Regulatory Support & Other Services; billed on a time and materials basis at the hourly rate schedule set forth below, subject to a total not to exceed cost of $90,000 for the term of the agreement.

**Rates**

<table>
<thead>
<tr>
<th>Staff</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Dalessi</td>
<td>$305</td>
</tr>
<tr>
<td>Kirby Dusel</td>
<td>$285</td>
</tr>
<tr>
<td>Sam Kang</td>
<td>$285</td>
</tr>
<tr>
<td>Brian Goldstein</td>
<td>$235</td>
</tr>
<tr>
<td>Alden Walden</td>
<td>$125</td>
</tr>
</tbody>
</table>

**Invoices and Payment**

**Monthly Invoicing:** In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked (Task 2 only), task(s) for which work was performed). Payment shall be made by the Authority to Consultant within thirty (30) days after receipt of a proper invoice.

**Reimbursable Expenses**

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Prior to reimbursement, travel expenses must be authorized in writing by Authority.
Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

   (1) **Workers' Compensation:**
   Statutory coverage as required by the State of California.

   (2) **Liability:**
   Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

   (3) **Automotive:**
   Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

   (4) **Professional Liability**
   Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND PACIFIC ENERGY ADVISORS FOR TECHNICAL CONSULTING SERVICES

THIS AGREEMENT, is entered into this 13th day of April, 2016, 1ST day of October 2018, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and PACIFIC ENERGY ADVISORS, INC, a California corporation whose address is 1839 Iron Point Road, Suite 120, Folsom, CA 95630 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for technical consulting services to support the implementation of a community choice energy program upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM
   The term of this Agreement shall commence on April 13, 2016, October 1, 2018, and shall terminate on June 30, 2017, September 30, 2019, unless terminated earlier as set forth herein. The Agreement may be extended for a period of six months if mutually agreed by the Parties in writing by June 15, 2017.

2. SERVICES TO BE PERFORMED
   Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.
   Consultant shall perform the service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference. The Parties agree that due to the expansion of Authority staff duties and expertise and the addition of increased staffing, it may be appropriate to reduce the Scope of Services provided by Consultant under Task 1 described in Exhibit A, attached hereto, after the first six months of the term of this Agreement. By no later than March 1, 2019, the Parties will consult on whether reductions to the Scope of Services under Task 1 should be made. The Chief Executive Officer of Authority may approve in writing mutually agreed upon reductions in the Scope of Services that result in a corresponding reduction in the compensation paid to Consultant effective April 1, 2019 or such other date mutually agreed upon by the Parties.

3. COMPENSATION TO CONSULTANT
Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed two hundred sixty-five thousand dollars ($265,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference. Consultant shall be compensated for services performed pursuant to this Agreement based on the rates and terms set forth in Exhibit “C,” which is attached hereto and incorporated herein by this reference.

2. The Parties agree to amend Exhibit C to reflect any reductions in the Scope of Services set forth in Exhibit A as described in Section 2 above.

4. **TIME IS OF THE ESSENCE**
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**
   Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in California’s electric utility industry and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**
   Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**
   Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**
   Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**
   Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of
them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. INSURANCE:

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage
requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. **CONFLICT OF INTEREST**
Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**
Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**
Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**
A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant
to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released by Authority shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. John Dalessi or Kirby Dusel shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

**TO AUTHORITY:**
333 W. El Camino Real
TO CONSULTANT:
Pacific Energy Advisors, Inc.
1839 Iron Point Road, Suite 120
Folsom, CA 95630
Attn: John Dalessi, President

19. **TERMINATION**
   In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.
   Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**
   Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**
   This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**
   Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**
   A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**
   This Agreement represents the full and complete understanding of every kind or nature whatsoever
between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**
   The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**
   Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**
   The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

   IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

Pacific Energy Advisors, Inc  
A California Corporation  
By  John Dalessi  
Title  President  
Date  

SILICON VALLEY CLEAN ENERGY AUTHORITY  
A Joint Powers Authority  
By  
Title  
Date  

RECOMMENDED FOR APPROVAL

Melody Tovar, Operations Manager

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:
Authority Clerk
Exhibit A
Scope of Services

Consultant will provide consulting and technical services during Silicon Valley Clean Energy Authority’s (Authority) implementation of a CCE program, which is anticipated to culminate with the commencement of CCE service in the spring of 2017. Requisite tasks to be completed by PEA would be separated into three phases, as described below.

PHASE 1 TASKS – PROGRAM DESIGN AND IMPLEMENTATION PLANNING

Task 1.1 Implementation Plan

Background
As specified in the California Public Utilities Code (Section 366.2.(c)(3)), the Community Choice Aggregation Implementation Plan and Statement of Intent is a prerequisite of CCE formation. This document will describe key elements of the CCE program, including:

- An organizational structure of the program, its operations, and its funding;
- Rate setting and other costs to participants;
- Provisions for disclosure and due process in setting rates and allocating costs among participants;
- The methods for entering and terminating agreements with other entities;
- The rights and responsibilities of program participants, including, but not limited to, consumer protection procedures, credit issues, and shutoff procedures;
- Termination of the program; and
- A description of the third parties that will be supplying electricity under the program, including, but not limited to, information about financial, technical, and operational capabilities.

Tasks

PEA shall develop and complete the following key tasks in collaboration with Authority staff to prepare a statutorily responsive plan:

- Facilitate discussion(s) with Authority leadership to develop key elements of the Plan, including but not limited to retail product offerings (e.g., default product mix and voluntary green pricing option), customer phase-in and rate-related considerations;
- Develop and maintain an operating pro forma and cash flow financial model related to CCE operations;
- Prepare draft Implementation Plan document;
- Coordinate with designated staff of the California Public Utilities Commission (“CPUC”) regarding any questions/comments that may arise in relation to the Implementation Plan; assist the SVCEA in addressing such inquiries; and
- Monitor the CPUC certification process to ensure timely review.
PHASE 2 TASKS – POWER SUPPLY AND SERVICES CONTRACTING

Task 2.1 Supplier Selection and Contracting

Background

Prior to serving customers, the Authority will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations for CCEs and other load serving entities), renewable energy, carbon-free energy, scheduling coordinator services (which will be required to facilitate participation in California’s wholesale energy market) and data management services (which will be required to facilitate customer service support, billing, data management and reporting among other important functions). For California’s operating CCE programs, such energy products and services have typically been procured via competitive solicitation processes, which have resulted in the identification of highly qualified product and service providers at prevailing market prices. PEA has direct experience in assisting each operating CCE program with such solicitation processes and related contract negotiations, successfully securing necessary energy products and services for each CCE program.

Tasks

Consultant shall develop and complete the following key tasks in collaboration with Authority staff related to supplier selection and related contracting:

- Develop a detailed load forecast utilizing recent PG&E customer information for all eligible customers;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare draft solicitation materials, including a Request for Proposals/Offers document and related bid workbooks (which will provide an organized, uniform framework for bidder responses), to support the procurement of necessary energy and capacity products as well as scheduling coordinator services;
- Prepare draft solicitation materials, including a Request for Proposals/Offers document and related bid workbooks to support the procurement of necessary data management services;
- Assist the Authority (in cooperation with the Authority’s designated legal counsel) in developing and finalizing form transaction documents for desired products and services;
- Evaluate offers received in response to the aforementioned solicitation processes and assist the Authority in selecting the preferred supplier(s) of such products and services;
- In conjunction with the Authority’s designated legal counsel, support contract negotiation for desired products and services;
  - Note: Consultant recommends that the Authority retain the services of qualified legal counsel to support pertinent contract negotiations; the provision of such services is not included in the following budget estimate.
• Support “go/no-go” decision-making to launch the CCE program based on final power supply prices and then-current PG&E retail electric rates (inclusive of applicable exit fees); and
• Perform necessary coordinative activities with the Authority’s selected supplier(s) during startup.

Task 2.2 Start-up Funding

Background
Based on the Authority’s recently completed CCE Technical Study, it is anticipated that various startup costs will be incurred prior to service commencement. Because the Authority will not be receiving customer revenues during this startup period, it will be necessary to self-finance related expenses and/or secure third-party financing (via loan or access to a sufficient line of credit) to support a successful launch. Consultant has assisted certain operating CCE programs with such efforts, providing insight regarding expected financial performance and general operations during meetings with prospective financiers. Consultant has deep experience with California aggregation programs and has been effective in addressing various questions and concerns during such financing discussions.

Tasks
To support the SVCEA’s startup funding discussions, Consultant will complete the following activities:

• Quantify initial financing requirements based on the selected customer phase-in schedule and other parameters; and
• Support negotiations with prospective financiers (for bank loans or other funding sources).

PHASE 3 TASKS – RATESETTING AND PRE-LAUNCH SUPPORT

Task 3.1 Program Development

Background
The Authority may wish to offer certain complementary programs that would be designed to support local distributed renewable infrastructure buildout, including customer-sited renewable generation (i.e., behind-the-meter rooftop solar, which would be installed for the primary purpose of reducing a customer’s reliance on off-site energy sources) and smaller-scale wholesale renewable generators, which would supplement other wholesale supply sources. Both Marin Clean Energy (MCE) and Sonoma Clean Power (SCP) have been successful in developing and administering such programs, supporting expedited buildout of clean energy sources within the respective service territories of each program, and PEA has been instrumental in working with these programs during the design of related tariffs and program descriptions.

Tasks
To promote the successful development and administration of the Authority’s complementary energy programs, which are expected to include a Net Energy Metering (“NEM”) and Feed-In Tariff (“FIT”) offering, Consultant will complete the following activities:
• Prepare a draft NEM tariff, including applicable tariff language and sample customer impact analyses;
• Prepare a draft FIT, including applicable project eligibility criteria, pricing schedules and an appropriate power purchase agreement (which will be developed in conjunction with the Authority’s designated power contracting counsel);
• Assist the Authority in estimating the prospective range of costs associated with direct NEM customer incentives. Such estimates shall be based on terms and conditions reflected in the Authority’s NEM tariff as well as available historical usage data related to the Authority’s prospective customer base. Consultant will also facilitate discussions between the Authority and PG&E to determine if additional historical NEM customer data can be provided to improve the accuracy of estimated NEM program costs.
• Coordinate with the Authority’s selected data management services provider to ensure the effective implementation of NEM rates and related bill calculations; and
• Coordinate with the Authority’s selected Qualified Reporting Entity to ensure that energy production from FIT projects is appropriately communicated to and tracked within the Western Renewable Energy Generation Information System (“WREGIS”).

Task 3.2 Regulatory Registrations and Compliance Systems

Background
As a Load Serving Entity (“LSE”) within the state of California, the Authority will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (“CEC”). While certain of these reporting programs will not be applicable until the second year of operation, other programs will require attention prior to service commencement or shortly thereafter. In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as “resource adequacy,” compliance obligations), WREGIS account registration, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

Tasks
To ensure compliance with these requirements, Consultant shall complete the following activities:
• Prepare a regulatory compliance calendar and reporting matrix to ensure that management has a thorough understanding of currently applicable technical reporting requirements and related submittal deadlines;
• Prepare load forecast and related filings to ensure compliance with California’s resource adequacy program;
• Assist in completing requisite registration materials to become a WREGIS account holder – a WREGIS account will be necessary to track and report on renewable energy purchases for purposes of complying with California’s Renewables Portfolio Standard program and substantiating procurement of renewable energy, generally speaking;
• If desired by the Authority, provide assistance to the Authority in becoming a candidate Congestion Revenue Rights (“CRR”) holder with the California Independent System
Operator (“CAISO”) – CRRs may help mitigate certain financial risks and reduce costs associated with energy delivery within the CAISO market; and

- Assist in preparing requisite customer cost comparisons, which indicate the cost comparative cost impact of taking service with the CCE program relative to PG&E, and prospective power source disclosures.

**Task 3.3 Rate Setting**

*Background*

Establishing initial customer rates will be a key task during the pre-startup phase. Such rates will be established in consideration of PG&E’s then-effective rates schedules under which prospective customers currently receive electric service. PEA has considerable experience in CCE rate setting activities, having supported all of California’s operating CCE programs in this important endeavor. Effective rate setting will ensure that the CCE program is financially sustainable and able to fulfill its financial obligations while remaining competitive with the incumbent utility.

*Tasks*

Consultant shall develop and complete the following work items:

- Develop preliminary and final revenue requirements for the first year of program operation;
- Prepare preliminary and final rate schedules for the first year of program operation; and
- Prepare CCE/PG&E cost comparisons to ensure an understanding of anticipated customer cost impacts.

**Task 3.4 General Implementation Support**

*Background*

During the startup phase, there may be a need for technical support with regard to a variety of implementation activities. Consultant has provided such support on an as-needed basis to California’s other CCE programs, ensuring that sufficient expertise is available to address a broad range of potential needs.

*Tasks*

Consultant’s general support may include, but is not limited to the following:

- Coordination with staff, suppliers and other contractors to ensure effective program launch;
- Prepare for and participate in various Authority meetings, providing technical support during key discussions and decision making; Consultant would be available to assist staff in preparing meeting materials and presenting such materials at meetings;
- Coordination with pertinent jurisdictional regulatory agencies: to the extent that jurisdictional regulatory agencies have questions regarding applicable reports/submittals and/or general questions regarding CCE operations, Consultant would be available to address such inquiries and/or participate in related meetings or teleconferences;
- Coordination with key customers: Consultant would be available to participate in discussions/meetings with key customer accounts, providing technical expertise related to rates, resource planning, power supply and anticipated environmental impacts; and
• General as-needed advisory services.
Exhibit B
Schedule of Performance

It is anticipated that the proposed scope for Task 1.1 will be completed within six weeks of execution of a professional services agreement between the Authority and Consultant. The schedule for remaining tasks is dependent upon actions by the Authority and completion is expected to occur over an approximate thirteen-month period, following completion of Task 1.1.
Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of two hundred sixty-five thousand dollars ($265,000), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority. The estimated budget amounts shown below are estimates and may be adjusted across categories or tasks provided that the total costs do not exceed the total amount set forth in Section 3 of this Agreement.

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Budget</th>
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<tr>
<td>1.1 Implementation Plan</td>
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<tr>
<td>2.1 Supplier Selection and Contracting</td>
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<td>2.2 Startup Funding</td>
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<tr>
<td>3.1 Program Development</td>
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<tr>
<td>3.2 Regulatory Registrations and Compliance Systems</td>
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<tr>
<td>3.3 Rate Setting</td>
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<tr>
<td>3.4 General Implementation Support</td>
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<tr>
<td><strong>Total – Not to Exceed</strong></td>
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Rates

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<td>Kirby Dusel</td>
<td>$250</td>
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<tr>
<td>Brian Goldstein</td>
<td>$205</td>
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</tbody>
</table>

Invoices and Payment

**Monthly Invoicing:** In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). Payment shall be made by the Authority to Consultant within thirty (30) days after receipt of a proper invoice.

**Reimbursable Expenses**
Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house
printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority.
Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

   (1) **Workers’ Compensation:**
   Statutory coverage as required by the State of California.

   (2) **Liability:**
   Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

   (3) **Automotive:**
   Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

   (4) **Professional Liability**
   Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1: Approve Credit Agreement and Other Related Documents with River City Bank to Establish $20 million Revolving Line of Credit, and Adopt Resolution Certifying Representatives on River City Bank Loans

Date: 9/12/2018

RECOMMENDATION
Staff recommend that the Board authorize the CEO to execute the Credit Agreement and other related documents with River City Bank to provide up to a $20 million Revolving Line of Credit (ROC), substantially in the form attached, and approve Resolution 2018-09 Certifying Representatives on River City Bank Loans.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the Board approve the establishment of a $20 million line of credit with River City Bank.

BACKGROUND
Maintaining a strong liquidity profile is a key credit consideration when procuring power for customers. Liquidity provides time for SVCE to react with its locally controlled rate setting and to implement other mitigation strategies.

ANALYSIS & DISCUSSION
Having access to external liquidity to supplement SVCE’s balance sheet will be advantageous for future negotiations of power supply and may help avoid SVCE having to post collateral to suppliers that are not agreeable to the lockbox credit structure. It would also provide greater flexibility in negotiating credit terms for power supply and may result in more supplier options and better pricing.

A line of credit is viewed positively by the credit rating agencies and was one of many factors that was referenced by Moody's Rating Agency when establishing a credit rating for Marin Clean Energy (MCE).

STRATEGIC PLAN
The recommendation supports the Financial and Power Supply goals of the strategic plan.

ALTERNATIVE
Staff is open to suggestions from the committee regarding the establishment of a line of credit.
**FISCAL IMPACT**

Fees due upon closing:
- Documentation Fee of $2,500
- Loan Fee: 0.25% of the Line Amount or $50,000
- Legal fees are expected to be minimal since a relationship with River City Bank is already established

Interest expense on outstanding balances as a result of draws against the line of credit is 1.75% + 1-Month LIBOR

Upon maturity, 0.15% of the average unused Line Amount. Maximum cost is $30,000

**ATTACHMENTS**

1. Line of credit agreement with River City Bank
2. Resolution 2018-09 Certifying Representatives from SVCE on River City Bank Loans
CREDIT AGREEMENT

Dated as of September ___, 2018

by and between

SILICON VALLEY CLEAN ENERGY AUTHORITY,
as Borrower

and

RIVER CITY BANK,
as Lender
CREDIT AGREEMENT

This CREDIT AGREEMENT (this “Agreement”) is entered into as of September ___, 2018, by and between SILICON VALLEY CLEAN ENERGY AUTHORITY, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. seq. (“Borrower”), and RIVER CITY BANK, a California corporation (“Lender”).

W I T N E S S E T H:

WHEREAS, Borrower has requested, and Lender has agreed to make available to Borrower, a credit facility which includes a revolving line of credit upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION.

Section 1.1. Definitions. All capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to them on Exhibit A.

Section 1.2. Other Interpretive Provisions.

(a) Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement will have the same defined meanings when used in any certificate or other document made or delivered pursuant hereto. The meaning of defined terms is equally applicable to the singular and plural forms of the defined terms.

(b) References. The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement; and subsection, section, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Certain Common Terms. The term “documents” includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced. The term “including” is not limiting and means “including without limitation.”

(d) Performance; Time. Whenever any performance obligation hereunder is stated to be due or required to be satisfied on a day other than a Business Day, such performance may be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”, and the word “through” means “to and including.” If any provision of this Agreement refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision will be interpreted to encompass any and all means, direct or indirect, of taking, or not taking, such action.
Section 1.3. Accounting Principles.

(a) Unless the context otherwise clearly requires, all accounting terms not expressly defined herein will be construed, and all financial computations required under this Agreement will be made, in accordance with GAAP, consistently applied.

(b) References herein to “fiscal year”, “fiscal quarter” and “fiscal month” refer to such fiscal periods of Borrower.

(c) If any change in GAAP results in a change in the calculation of the financial covenants or interpretation of related provisions of this Agreement or any other Loan Document, then Borrower and Lender agree to amend such provisions of this Agreement so as to equitably reflect such changes in GAAP with the desired result that the criteria for evaluating Borrower’s financial condition will be the same after such change in GAAP as if such change had not been made.

SECTION 2. THE REVOLVING LINE OF CREDIT.

Section 2.1. Revolving Credit. Subject to the terms and conditions hereof, Lender agrees to make a revolving credit facility (the “Revolving Credit”) available to Borrower for the sole purpose of providing (a) short-term working capital (“Working Capital Advance”) and (b) to support the issuances of Letters of Credit (each a “Letter of Credit Advance” and, collectively the “Letter of Credit Advances”) in accordance with Section 4, such Revolving Credit to be in an aggregate principal amount not to exceed, at any one time, the Revolving Credit Commitment at any time prior to the Revolving Credit Termination Date. The Revolving Credit will be disbursed in one or more advances (each, an “Advance” and, collectively, the “Advances”), provided that the conditions precedent to Advances specified in Section 8 are satisfied. Subject to the Revolving Credit Commitment and the other terms and conditions of this Agreement, Borrower may periodically request Advances; provided, however, that Lender will have no obligation to make Advances on or after the Revolving Credit Termination Date.
Section 2.2. Advances. Advances under this Agreement may be requested in writing by Borrower or any Authorized Representative appointed by Borrower. Borrower agrees that Lender may rely upon any written notice given by any person Lender in good faith believes is an Authorized Representative without the necessity of independent investigation.

Section 2.3. Promissory Note. The Revolving Credit will be evidenced by a Revolving Credit Promissory Note (the “Promissory Note”) made, executed and delivered by Borrower and payable to the order of Lender in the form (with appropriate insertions) attached hereto as Exhibit B. For each Letter of Credit requested by Borrower and issued in accordance with Section 4, Borrower will execute and deliver to Lender a promissory note in the form (with appropriate insertions) attached hereto as Exhibit C (a “Letter of Credit Note”) in the stated principal amount equal to the face amount of such Letter of Credit. Each Letter of Credit Note will be deemed an Advance in the full stated principal amount thereof for purposes of determining the Revolving Credit Commitment. However, each Letter of Credit Note will evidence Borrower’s obligation to repay the lesser of the stated principal amount thereof or the unreimbursed amount (the “Unreimbursed Amount”) of any drawing actually paid by Lender to a beneficiary under a Letter of Credit, in accordance with Section 4.3. All references to “Advances” in Sections 2.4 and 4 shall, with respect to a Letter of Credit Advance, refer solely to the outstanding Unreimbursed Amount(s) evidenced by the corresponding Letter of Credit Note.

Section 2.4. Repayment. All Advances (including all outstanding principal and accrued but unpaid interest) under the Revolving Credit shall be due and payable in full on the Revolving Credit Termination Date. Until the Revolving Credit Termination Date, Borrower shall repay the Advances with interest as provided herein and in the applicable Promissory Note. This is a revolving credit and any Advances repaid may be re-borrowed prior to the Revolving Credit Termination Date.

SECTION 3. INTEREST, LATE FEES, PREPAYMENTS AND APPLICATIONS.

Section 3.1. Interest Payments.

(a) Advances. The outstanding principal balance of Advances will bear interest (which Borrower hereby promises to pay at the rates and at the times set forth therein) prior to maturity (whether by lapse of time, acceleration or otherwise) at the Applicable Rate and after maturity (whether by lapse of time, acceleration or otherwise), whether before or after judgment, at the Default Rate, until paid in full. The determination of the Applicable Rate by Lender shall be conclusive and binding on Borrower in the absence of demonstrable error.

(b) Interest Payment Dates. Borrower will pay regular monthly payments of all accrued but unpaid interest on the Advances as of each Payment Date beginning with the first Payment Date immediately following the initial Advance with all subsequent interest payments due and payable on each Payment Date thereafter. Interest on the Advances will be payable monthly in arrears on each Payment Date. Interest on any installment of principal will be due on a Payment Date; provided however, that any principal amount that is not paid when due (whether by lapse of time, acceleration or otherwise) will be due and payable on demand. Borrower will make all payments at the address specified in Section 3.4.
(c) **Late Fees.** If Borrower fails to make any payment of principal or interest under any Note or any other sum payable hereunder or under any other Loan Document within five (5) calendar days after its due date, Lender will be entitled at its option to impose a late charge in an amount equal to six percent (6.00%) of the amount of such past due payment, which charge, if imposed by Lender, shall be due and payable by Borrower immediately upon receipt of written notice thereof.

**Section 3.2. Computation of Interest; Minimum and Maximum Interest Rates.** All interest on the Advances will be calculated on the basis of a year of 360 days for the actual number of days elapsed. In no event shall the applicable interest rate exceed the maximum rate allowed by law (including Government Code Section 53854).

**Section 3.3. Prepayments.**

(a) **Voluntary Prepayment.** Borrower may voluntarily prepay Advances, in whole or in part, at any time without any penalty or fee. In connection with such prepayment, Borrower may prepay the principal amount of the Note, in whole or in part, together with interest accrued on the principal amount prepaid, at its option and without premium, prior to the Maturity Date or the Revolving Credit Termination Date, as the case may be.

(b) **Mandatory Prepayment.** Borrower will, upon demand, prepay Advances at any time and to the extent that the outstanding principal amount of all Advances exceeds the Revolving Credit Commitment.

(c) **Application of Prepayments.** All prepayments shall be applied in accordance with Section 3.4.

**Section 3.4. Place and Application of Payments and Collections.** All payments of principal, interest, fees and all other Obligations payable hereunder will be made to Lender at the following address no later than 2:00 p.m. (Pacific Standard Time) on the date any such payment is due and payable:

River City Bank
Loan Center
2485 Natomas Park Drive, Suite 400
Sacramento, CA 95833

So long as any Event of Default has occurred and is continuing, Borrower agrees that Lender, in its sole and absolute discretion, may apply any payments or collections received by Lender from Borrower in respect of the Revolving Credit to any of the Obligations in any manner or order as Lender desires. Lender’s receipt and application of payments or collections shall not constitute a waiver or cure of any Default.

**Section 3.5. Notations.** All Advances made and evidenced by a Note and the rates of interest applicable thereto will be recorded by Lender on its books and records or, at its option in
any instance, endorsed on a schedule to such Note, and the unpaid principal balance and interest rates so recorded or endorsed by Lender will be *prima facie* evidence in any court or other proceeding brought to enforce such Note of the principal amount remaining unpaid, the status of the Advances evidenced by such Note and the applicable interest rates; provided, however, that the failure of Lender to record any of the foregoing will not limit or otherwise affect the obligation of Borrower to repay the principal amount of such Note together with accrued interest thereon. Prior to any negotiation of a Note, Lender will record on a schedule thereto the status of all amounts evidenced by such Note and the rates of interest applicable thereto.

**SECTION 4. LETTERS OF CREDIT.**

*Section 4.1. Letter of Credit Commitment.*

(a) Subject to the terms and conditions of this Agreement, Lender agrees, in reliance upon the agreements of Borrower, (1) to issue Letters of Credit in Dollars for the account of Borrower, and (2) to honor drawings under the Letters of Credit; provided that after giving effect to any Letter of Credit Advance, the aggregate principal amount of all Advances shall not exceed the Revolving Credit Commitment. Each request by Borrower for the issuance of a Letter of Credit shall be deemed to be a representation by Borrower that the Letter of Credit Advance so requested complies with the conditions set forth in the proviso to the preceding sentence and the other terms and conditions of this Agreement.

(b) Lender shall have no obligation to issue any Letter of Credit if:

(i) The expiry date of the requested Letter of Credit would occur more than twelve months after the date of issuance;

(ii) The initial expiry date of the requested Letter of Credit would occur more than 11 months after the Revolving Credit Termination Date;

(iii) The expiry date of the requested Letter of Credit, after giving effect to any auto-renewal feature, would occur more than seven (7) years after the date of issuance;

(iv) The requested Letter of Credit requires Lender to provide a notice of non-renewal, if any, earlier than 120 days before the expiration of the Letter of Credit;

(v) The requested Letter of Credit contains terms and conditions required by the beneficiary that are deemed unacceptable to Lender;

(vi) Any order, judgment or decree of any Governmental Authority or arbitrator shall by it terms purport to enjoin Lender from issuing such Letter of Credit, or any law applicable to Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Lender shall prohibit, or request that Lender refrain from, the issuance of letters of credit generally, or such Letter of Credit in particular or shall impose upon Lender with respect to such Letter of Credit any restriction, reserve or capital requirement (for which Lender is not otherwise compensated hereunder) not in effect on the date of this Agreement, or shall impose upon Lender any unreimbursed loss, cost or expense which
was not applicable as of the date of this Agreement and which Lender in good faith deems material to it;

(vii) The issuance of such Letter of Credit would violate one or more policies of Lender generally applicable to the issuance of letters of credit;

(viii) The Letter of Credit is to be denominated in a currency other than Dollars;

(ix) The Letter of Credit provides for automatic reinstatement or renewal of the stated amount after any drawing thereunder; or

(x) The issuance of the Letter of Credit would cause the aggregate principal amount of all Advances to exceed the Revolving Credit Commitment at the time of issuance.

Section 4.2. Issuance of Letters of Credit.

(a) Each Letter of Credit shall be issued upon the request of Borrower delivered to Lender in the form of Lender’s standard Letter of Credit Application completed to the satisfaction of Lender and signed by an Authorized Representative of Borrower. Such Letter of Credit Application may be sent via electronic image or other electronic format, by US mail, overnight courier, or by any other means acceptable to Lender and must be received by Lender not later than five (5) Business Days (or such later date as Lender may agree in its sole discretion) before the proposed issuance date. Such Letter of Credit Application shall specify in form and detail satisfactory to Lender: (i) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (ii) the amount thereof; (iii) the expiry date thereof; (iv) the name and address of the beneficiary thereof; (v) the documents to be presented by such beneficiary in the case of any drawing thereunder; (vi) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (vii) the purpose and nature of the requested Letter of Credit, which shall be to pay for power purchases or to provide collateral security for power purchases; and (viii) such other matters as Lender may require. Additionally, Borrower will furnish to Lender such other documents and information pertaining to such requested Letter of Credit issuance as Lender may request.

(b) Subject to the terms and conditions hereof, Lender shall, on the requested date, issue a Letter of Credit for the account of Borrower in such form as may be approved from time to time by Lender and in accordance with Lender’s usual and customary business practices.

(c) Promptly after its delivery of any Letter of Credit to the beneficiary thereof, Lender will also deliver to Borrower a true and complete copy of such Letter of Credit.

Section 4.3. Drawings and Reimbursements of Letters of Credit. Upon the presentment of any notice of drawing under any Letter of Credit by the beneficiary thereof which Lender determines to be in compliance with the conditions for payment thereunder, Lender will notify Borrower of the intended date of honor of such drawing. Not later than 5:00 p.m. (Pacific Standard Time) on the date (the “Reimbursement Date”) that is three (3) Business Days after any payment by Lender under a Letter of Credit (each such date, an “Honor Date”), Borrower shall reimburse Lender by making payment to Lender in an amount equal to the amount of such
payment. Borrower’s failure to so reimburse Lender on or before the Reimbursement Date shall constitute an Event of Default under this Agreement.

Section 4.4. Unexpired Letters of Credit. Borrower agrees that, if (i) any Letter of Credit has been issued by Lender or its correspondent and remains unexpired on the Revolving Credit Termination Date or (ii) the amount of all Letter of Credit Advances exceeds the Revolving Credit Commitment, Borrower shall immediately provide cash collateral to Lender with a value of not less than 110% of (i) the aggregate principal amount of all Letter of Credit Advances with respect to unexpired Letters of Credit or (ii) the amount by which the amount of all Letter of Credit Advances exceeds the Revolving Credit Commitment, as applicable.

Section 4.5. Obligations Absolute.

(a) The obligation of Borrower to reimburse Lender for each drawing under each Letter of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any waiver by Lender of any requirement that exists for Lender’s protection and not the protection of Borrower or any waiver by Lender that does not in fact materially prejudice Borrower;

(v) any honor of a demand for payment presented electronically, even if such Letter of Credit requires that demand be in the form of a draft;

(vi) any payment made by Lender in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC, the International Standby Practices (“ISP”) or the Uniform Customs and Practice for Documentary Credits (“UCP”), as applicable;
any payment by Lender under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by Lender under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or discharge of, any party to the Loan Documents.

(b) Borrower shall promptly examine a copy of each Letter of Credit that is delivered to it, and, in the event of any claim of noncompliance with Borrower’s instructions or other irregularity, Borrower will immediately notify Lender of such claim in writing. Borrower shall be conclusively deemed to have waived any such claim it would have against Lender and its correspondents unless such notice is given.

Section 4.6. Role of Lender as L/C Issuer. Borrower agrees that, in paying any drawing under a Letter of Credit, Lender or its correspondent shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by such Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering such document. None of Lender, any of its Related Parties nor any correspondent, participant or assignee of Lender shall be liable to Borrower for (i) any action taken or omitted in connection herewith at the request of Borrower; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit. Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. Neither Lender, nor any correspondent, participant or assignee of Lender shall be liable or responsible for any of the matters described in Section 4.2; provided, however, that anything in such clauses to the contrary notwithstanding, Borrower may have a claim against the Lender to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by Borrower which Borrower proves were caused by Lender’s willful misconduct or gross negligence or Lender’s willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) complying with the terms and conditions of such Letter of Credit. In furtherance and not in limitation of the foregoing, Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and Lender shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”) message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.
Section 4.7. Applicability of ISP, Limitation of Liability. Unless otherwise expressly agreed by Lender and Borrower when a Letter of Credit is issued, the rules of the ISP shall apply to each Letter of Credit. Notwithstanding the foregoing, Lender shall not be responsible to Borrower for, and Lender’s rights and remedies against Borrower shall not be impaired by, any action or inaction of Lender required or permitted under any law, order or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the law of any jurisdiction where Lender or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade – International Finance Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

Section 4.8. Letter of Credit Fees. Borrower shall pay to Lender (i) fees upon the issuance of each Letter of Credit in an amount equal to the greater of two percent (2.00%) per annum of the face amount thereof over the anticipated expiration period the (“Issuance Fee”) or Four Hundred and 00/100 Dollars ($400.00) (the ”Flat Fee”), (ii) a documentation fee in connection with the issuance of each Standby Letter of Credit in an amount equal to Two Hundred Fifty and 00/100 Dollars ($250.00), and (iii) fees upon the occurrence of any other activity with respect to any Standby Letter of Credit (including without limitation, the transfer, amendment or cancellation of any Standby Letter of Credit) in an amount equal to the greater of the Issuance Fee or the Flat Fee. All Letter of Credit Fees, other than the Issuance Fee will be due and payable in full upon request by Lender.

Section 4.9. Billing and Payment of the Issuance Fee. The Issuance Fee will be calculated by Lender and due and payable upon issuance. Lender will calculate the Issuance Fee by taking the outstanding face amount of the Letter of Credit, multiplying by .002, and dividing by 360 to arrive at a daily per diem. The daily per diem will be multiplied by the number of days lapsed in the billing period to arrive at the Issuance Fee. The Issuance Fee may be subject to change based on increases, decreases, or early termination of the Letter of Credit.

SECTION 5. FEES.

Section 5.1. Upon execution of this Agreement, Borrower shall pay to Lender fees for this Agreement as follows:

(a) Loan Fee. A Loan Fee in an amount equal to .25% of the Revolving Credit Commitment ($50,000.00).

(b) Documentation Fee. A Documentation Fee in an amount equal to $2,500.00 for the Revolving Credit Commitment.

(c) Non-Utilization Fee. A Non-Utilization Fee in an amount equal to 0.15% of the average unused amount of the Revolving Credit Commitment, payable within thirty (30) days after the Maturity Date.
(d) **Other Costs and Fees.** Borrower shall be subject to and agrees to pay any and all other fees incurred by Lender associated with the origination and documentation of this Agreement including reasonable legal costs.

**SECTION 6. COLLATERAL – REVOLVING CREDIT COMMITMENT.**

**Section 6.1. Debt Service Reserve Account.** As a condition to Lender’s obligation to make any Advances under the Revolving Credit Commitment, Borrower will open and establish a restricted deposit account, which may be interest bearing, with Lender (the “**Debt Service Reserve Account**”) with a balance of not less than $2,000,000.00 at any time. The Debt Service Reserve Account will be held in the name of Borrower and will serve as collateral for the Obligations. Borrower will pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of the Debt Service Reserve Account.

**Section 6.2. Assignment of Debt Service Reserve Account.** As security for the prompt payment and performance by Borrower of all Obligations, Borrower hereby unconditionally and irrevocably assigns, conveys, pledges, transfers, delivers, and confirms unto Lender, and hereby grants to Lender a continuing security interest in the Debt Service Reserve Account and all other deposit accounts Borrower has with Lender (the “**Other RCB Accounts**”) and (i) all replacements, substitutions or proceeds thereof, (ii) all instruments and documents now or hereafter evidencing the Debt Service Reserve Account and/or the Other RCB Accounts, (iii) all powers, options, rights, privileges and immunities pertaining to the Debt Service Reserve Account and/or the Other RCB Accounts, including the right to make withdrawals therefrom, and (iv) all interest, income, profits and proceeds of the foregoing. Borrower hereby acknowledges and agrees that Lender shall have exclusive control over the Debt Service Reserve Account, and Borrower shall have no right to withdraw funds from the Debt Service Reserve Account; provided, however, that Borrower may withdraw funds from the Debt Service Reserve Account from time to time if (1) the balance of the Debt Service Reserve Account will not be less than $2,000,000.00 after giving effect to such withdrawal, (2) no Default or Event of Default has occurred and is continuing, and (3) no Event of Default would occur as a result of such withdrawal. If an Event of Default shall occur hereunder or under any of the Obligations, then Lender may, without notice or demand on Borrower, at its option: (A) withdraw any or all of the funds (including without limitation, interest) then remaining in the Debt Service Reserve Account and/or, subject to the limitation in **Section 11.6**, the Other RCB Accounts and apply the same, after deducting all costs and expenses of safekeeping, collection and delivery, and all reasonable attorneys’ fees, costs and expenses incurred by Lender in connection with the Event of Default, to any amounts due and unpaid under this Agreement, any Promissory Note or any other Obligations in such manner and order as Lender shall deem appropriate in its sole discretion, (B) exercise any and all rights and remedies of a secured party under any applicable Uniform Commercial Code, and/or (C) exercise any other remedies available at law or in equity. All rights and remedies of Lender hereunder and under that certain Assignment of Deposit Accounts in the form of **Exhibit D** attached entered into as of the date hereof between Borrower and Lender shall be cumulative.
Section 6.3. Transfers from Lockbox Account. All revenues from Borrower’s customers shall be deposited into the Lockbox Account. On the 10th day of each month, funds due to Borrower’s energy suppliers shall be wired out after a dual authentication process by Lender. All amounts then remaining in the Lockbox Account (other than reserve amounts determined in accordance with the agreements governing the Lockbox Account) shall be transferred to Borrower’s operating and/or savings account with Lender and shall be subject to the assignment and security interest described in Section 6.2, free and clear of any liens in favor of anyone other than Lender.

Section 7. REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants to Lender as follows:

Section 7.1. Organization and Qualification; Authority; Consents. Borrower (a) is a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) that is qualified to be a community choice aggregator pursuant to California Public Utilities Code Section 366.2 and (b) has full and adequate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying unless the failure to be so licensed or qualified would not have a material adverse effect on its business, operations or assets. Borrower has the agency power to enter into this Agreement and the other Loan Documents to which it is a party, to request the Advances and incur the Obligations provided for herein, to execute Promissory Notes in evidence thereof, to pledge and encumber assets as security therefor, and to perform each and all of the promises herein and therein. This Agreement and the other Loan Documents to which Borrower is a party do not, nor does the performance or observance by Borrower of any of the matters or things herein or therein provided for, contravene any provision of law or the Joint Powers Agreement or any covenant, indenture or agreement of or affecting Borrower or any of its Properties, including any Power Purchase Agreements. The execution, delivery, performance and observance by Borrower of this Agreement and the other Loan Documents do not and, at the time of delivery hereof, will not require any consent or approval of any other Person, other than such consents and approvals that have been given or obtained.

Section 7.2. Legal Effect. This Agreement and the other Loan Documents to which Borrower is a party constitute legal, valid and binding agreements of Borrower, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and the application of equitable remedies if equitable remedies are sought.

Section 7.3. Subsidiaries. Borrower has no Subsidiaries.

Section 7.4. Use of Proceeds. Borrower will use the proceeds of the Advances as provided herein and solely for purposes consistent with the purpose of Borrower as set forth in the Joint Powers Agreement, including for purposes consistent with the community choice aggregation program established by Borrower pursuant to California Public Utilities Code Section 366.2.
Section 7.5. Financial Reports. Effective with the delivery to Lender of the financial statements required by Section 9.2, the statements of financial condition of Borrower as at the date of such statements delivered to Lender, and the related statements of income, retained earnings and cash flows of Borrower for the fiscal year then ended and accompanying notes thereto, which financial statements are to be reviewed by an independent public accountant, and the unaudited interim statements of financial condition of Borrower as at the date of such statements delivered to Lender and the related statements of income and cash flows of Borrower for the period then ended, fairly present the financial condition of Borrower as at said dates and the results of its operations and cash flows for the periods then ended in conformity with GAAP applied on a consistent basis, subject (in the case of unaudited statements) year-end audit adjustments. Borrower has no contingent liabilities which are material to it other than, with respect to any financial statements delivered to Lender, as indicated on said financial statements.

Section 7.6. Full Disclosure. The statements and other information furnished to Lender in connection with the negotiation of this Agreement and the other Loan Documents and the commitment by Lender to provide the financing contemplated hereby do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading; provided that Lender acknowledges that, as to any projections furnished to Lender, Borrower only represents that the same were prepared on the basis of information and estimates Borrower believed to be reasonable at the time such information was prepared.

Section 7.7. Litigation. There is no litigation or governmental proceeding pending, nor to the knowledge of Borrower threatened in writing, against Borrower which if adversely determined would result in any material adverse change in the financial condition, Properties, business or operations of Borrower.

Section 7.8. Good Title. Borrower has good and defensible title to its Properties as reflected on the most recent balance sheet of Borrower furnished to Lender, subject to no Liens other than Permitted Liens or as otherwise limited by applicable law.

Section 7.9. Members. Borrower is not a party to any contract or agreement with any of its members on terms and conditions which are less favorable to Borrower than would be usual and customary in similar contracts or agreements between Persons not affiliated with each other.

Section 7.10. Compliance with Laws. Borrower is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its Properties or business operations (including, without limitation, laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes and substances), non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Borrower. Borrower has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or
substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, Properties, business or operations of Borrower.

Section 7.11. Other Agreements. Borrower is not in default under the terms of any covenant, indenture or agreement of or affecting Borrower or any of its Properties, which default if uncured would have a material adverse effect on the financial condition, Properties, business or operations of Borrower.

Section 7.12. No Default. No Default or Event of Default has occurred or is continuing.

SECTION 8. CONDITIONS PRECEDENT.

The obligation of Lender to make any Advance is subject to the following conditions precedent:

Section 8.1. All Advances. As of the time of the making of each Advance (including the initial Advance unless otherwise specified):

(a) each of the representations and warranties set forth in Section 7 hereof and in the other Loan Documents shall be true and correct as of said time, except that the representations and warranties made under Section 7.5 (except for the initial Advance) shall be deemed to refer to the most recent financial statements furnished to Lender pursuant to Section 9.2 hereof; and

(b) Borrower shall be in full compliance with all of the material terms and conditions of this Agreement, the Notes, the Assignment of Deposit Accounts and all other Loan Documents, and no Default or Event of Default shall have occurred or be continuing.

Section 8.2. Initial Advances under the Revolving Credit Commitment. At or prior to the making of the first Advance under the Revolving Credit Commitment, the following conditions precedent must also be satisfied:

(a) Lender shall have received properly completed and executed originals of the following in form and substance approved by Lender:

i. this Agreement;
ii. favorable written legal opinion from Borrower’s counsel;
iii. the Request for Advance in the form of Exhibit E;
iv. the resolutions adopted by the Board of Directors of Borrower with respect to this Agreement and the other Loan Documents, certified by an Authorized Representative;
v. an incumbency certificate containing the name, title and genuine signatures of each of Borrower’s Authorized Representatives;
vi. evidence of Borrower’s good standing in the state of California;
vii. payment by Borrower of the Loan Fee and all payments and expenses required to be paid by Borrower pursuant to Sections 5.1 and 11.4(a) of this Agreement; and
viii. copies (executed and certified, as may be appropriate) of the organizational
documents of Borrower and all legal documents or proceedings (including minutes of
board meetings) taken in connection with the execution and delivery of this
Agreement to the extent Lender or its counsel may reasonably request.

(b) The Debt Service Reserve Account shall have been established and funded with
Lender;

(c) The Advance is either a) a Working Capital Advance or b) a Letter of Credit
Advance provided in Section 4; and

(d) Any legal matters incident to the execution and delivery of this Agreement and
the other Loan Documents and to the transactions contemplated hereby and thereby shall be
reasonably satisfactory to Lender and its counsel.

8.2(b) Permitted Revolving Credit Advances. The following Advances are permitted under
the Revolving Credit Commitment:

(i) Working Capital Advance. Working Capital Advances may be
requested for the sole purpose of bridging seasonal gaps between
payment obligations due under the Power Purchase Agreements and
reductions in cash flow due to lower billing rates in winter months.
Each Working Capital Advance shall be requested in substantially
the form of Exhibit E.

SECTION 9. COVENANTS.

Borrower agrees that, so long as any credit is available to or in use by Borrower hereunder,
except to the extent compliance in any case or cases is waived in writing by Lender:

Section 9.1. Maintenance of Business. Borrower shall preserve and maintain its existence.
Borrower shall preserve and keep in force and effect all licenses, permits and franchises necessary
to the proper conduct of its business and shall conduct its business affairs in a reasonable and
prudent manner. Borrower shall maintain executive and management personnel with substantially
the same qualifications and experience as the present executive and management personnel, and
shall provide Lender with written notice of any change in executive and management personnel.

Section 9.2. Financial Reports. Borrower shall maintain a standard system of accounting in
accordance with GAAP and shall furnish to Lender and its duly authorized representatives such
information respecting the business and financial condition of Borrower as Lender may reasonably
request; and without any request, shall furnish to Lender:

(a) as soon as available, and in any event within forty-five (45) days after the close of
each month, an unaudited balance sheet of Borrower as of the last day of the period then ended and
the statements of income, retained earnings and cash flows of Borrower for the period then ended,
prepared in accordance with GAAP and in a form acceptable to Lender;
(b) as soon as available, and in any event no later than one hundred twenty (120) days after each Fiscal Year End, a copy of the audited balance sheet of Borrower as of the last day of the Fiscal Year End and the statements of income, retained earnings and cash flows of Borrower for the period then ended, and accompanying notes thereto, each in reasonable detail showing in comparative form the figures for the previous fiscal year, accompanied by an unqualified opinion thereon of Borrower’s independent public accountants, to the effect that the financial statements have been prepared in accordance with GAAP and present fairly in accordance with GAAP the financial condition of Borrower as of the close of such fiscal year and the results of its operations and cash flows for the fiscal year then ended and that an examination of such accounts in connection with such financial statements has been made in accordance with generally accepted auditing standards and, accordingly, such examination included such tests of the accounting records and such other review procedures as were considered necessary in the circumstances;

(c) promptly after receipt thereof, any additional written reports, management letters or other detailed information contained in writing concerning significant aspects of Borrower’s operations and financial affairs given to it by its independent public accountants;

(d) promptly after knowledge thereof shall have come to the attention of any responsible officer of Borrower, written notice of any litigation threatened in writing or any pending litigation or governmental proceeding or labor controversy against Borrower which, if adversely determined, would materially adversely affect the financial condition, Properties, business or operations of Borrower or result in the occurrence of any Default or Event of Default hereunder; and

(e) promptly after the request therefore, all such other information as Lender may reasonably request.

Each of the financial statements furnished to Lender pursuant to this Section 9.2 shall be accompanied by a written certificate signed by the chief financial officer of Borrower to the effect that to the best of such officer’s knowledge and belief no Default or Event of Default has occurred during the period covered by such statements or, if any such Default or Event of Default has occurred during such period, setting forth a description of such Default or Event of Default and specifying the action, if any, taken by Borrower to remedy the same.

Section 9.3. Maintenance of Debt Service Reserve Account. Borrower shall ensure that the Debt Service Reserve Account remains pledged and assigned to Lender as collateral for the Obligations in accordance with Section 6.

Section 9.4. Exclusive Deposit Relationship with Auto Pay. Borrower shall maintain all of Borrower’s deposit accounts exclusively with Lender and authorize all scheduled payments on the Revolving Credit to be automatically debited from a designated account with Lender. If this covenant is not satisfied, as determined by Lender, it shall not constitute an Event of Default, but the interest rate on all outstanding Notes will immediately increase by adding an additional 2.00 percentage point margin. This margin shall continue to apply to each succeeding interest rate change that may apply thereafter so long as this covenant is not satisfied.
**Section 9.5. Total Liabilities to Tangible Unrestricted Net Position.** Borrower shall maintain a maximum Total Liabilities to Tangible Adjusted Unrestricted Net Position not at any time greater than 2.00:1.00, measured monthly. As used herein, “Total Liabilities to Tangible Adjusted Unrestricted Net Position” is defined as the total of current liabilities, non-current liabilities and contingent Liabilities, then divided by Tangible Adjusted Unrestricted Net Position. “Tangible Adjusted Unrestricted Net Position” is defined as total Adjusted Unrestricted Net Position less any intangible assets. “Adjusted Unrestricted Net Position” is defined as total net assets (i.e. total assets less total liabilities) less temporarily and permanently restricted net assets as presented in Borrower’s financial statements, plus the Debt Service Reserve Account. “Contingent Liabilities” is defined as a present obligation that arises from past events, but is not recognized because (i) it is not probable that an outflow of resources embodying economic benefits will be required to settle the obligation, or (ii) the amount of the obligation cannot be measured with sufficient reliability. Contingent Liabilities will include the outstanding Letters of Credit issued and will exclude power purchase contingencies and the available Revolving Credit Commitment.

**Section 9.6. Unrestricted Tangible Net Assets.** Borrower to maintain minimum Unrestricted Tangible Net Assets not at any time less than Thirty-Five Million and 00/100 Dollars ($35,000,000), measured monthly as of each Fiscal Year End.

“Unrestricted Tangible Net Assets” is defined as total assets less temporarily and permanently restricted assets, less any intangible assets, less total liabilities.

**Section 9.7. Positive Change in Net Assets.** Borrower will show a minimum positive change in Unrestricted Tangible Net Assets of no less than One and 00/100 Dollars ($1.00), measured annually for the twelve month period beginning the first day after Fiscal Year End through the Fiscal Year End.

**Section 9.8. Inspection.** Borrower shall permit Lender and its duly authorized representatives and agents, at such times and intervals as Lender may designate, but in any event, no more than six (6) times during any twelve (12) month period so long as no Default or Event of Default has occurred and is continuing: (i) to visit and inspect any of the Properties, books and financial records of Borrower and to examine and make copies of the books of accounts and other financial records of Borrower, and (ii) to discuss the affairs, finances and accounts of Borrower with, and to be advised as to the same by, the executive officers of Borrower and other officers, employees and independent public accountants of Borrower (and by this provision Borrower each authorizes such accountants to discuss with Lender or its agents and representatives the finances and affairs of Borrower). Without limiting the generality of the foregoing, Borrower shall promptly provide all information and access requested by Lender as Lender determines is necessary or required in connection with the preparation of its own financial statements.

**Section 9.9. Liens.** Borrower shall not create, incur or permit to exist any Lien of any kind on any Property owned by Borrower or any Subsidiary; provided, however, that the foregoing shall not apply to nor operate to prevent:

(a) Liens arising by statute in connection with worker’s compensation, unemployment insurance, old age benefits, social security obligations, taxes, assessments, statutory obligations or
other similar charges, good faith cash deposits in connection with tenders, contracts or leases to which Borrower is a party or other cash deposits required to be made in the ordinary course of business, provided in each case that the obligation is not Indebtedness for Borrowed Money and that the obligation secured is not overdue or, if overdue, is being contested in good faith by appropriate proceedings which prevent enforcement of the matter under contest and adequate reserves have been established therefor;

(b) mechanics’, workmen’s, materialmen’s, landlords’, carriers’, or other similar Liens arising in the ordinary course of business with respect to obligations which are not due or which are being contested in good faith by appropriate proceedings which prevent enforcement of the matter under contest;

(c) the pledge of assets for the purpose of securing an appeal, stay or discharge in the course of any legal proceeding, provided that the aggregate amount of liabilities of Borrower secured by a pledge of assets permitted under this subsection, including interest and penalties thereon, if any, shall not be in excess of $200,000 at any one time outstanding;

(d) the Liens pursuant to an approved Power Purchase Agreement; and

(e) the Liens established by the Loan Documents or otherwise in favor of Lender.

The Liens described in clauses (a) through (e) of this Section 9.9 are collectively referred to in this Agreement as the “Permitted Liens.”

Section 9.10. Investments, Acquisitions, Loans, Advances and Guaranties. Borrower shall not directly or indirectly, make, retain or have outstanding any investments (whether through purchase of stock or obligations or otherwise) in, or loans or advances (other than for travel advances and other similar cash advances made to employees in the ordinary course of business) to, any other Person, or acquire all or any substantial part of the assets or business of any other Person or division thereof, or be or become liable as endorser, guarantor, surety or otherwise for any debt, obligation or undertaking of any other Person, or otherwise agree to provide funds for payment of the obligations of another, or supply funds thereto or invest therein or otherwise assure a creditor of another against loss, or apply for or become liable to the issuer of a letter of credit which supports an obligation of another, or subordinate any claim or demand it may have to the claim or demand of any other Person.

Section 9.11. Compliance with Laws. Borrower shall comply in all respects with the requirements of all laws, rules, regulations, ordinances and orders applicable to or pertaining to its Properties or business operations, non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Borrower or could result in a Lien upon any of its Property.

Section 9.12. Burdensome Contracts With Members. Borrower shall not enter into any contract, agreement or business arrangement with any of its members on terms and conditions which are less favorable to Borrower than would be usual and customary in similar contracts, agreements or business arrangements between Persons not affiliated with each other.
Section 9.13. Notices of Claims and Litigation. Borrower shall promptly inform Lender in writing of (a) all material adverse changes in Borrower’s financial condition and/or (b) all existing or written threats of litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower which could materially affect the financial condition of Borrower.

Section 9.14. Other Agreements. Borrower shall comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party, non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Borrower, and notify Lender immediately in writing of any default in connection with any such agreements.

Section 9.15. Performance. Borrower shall timely perform and comply with all terms, conditions, and provisions set forth in this Agreement, the Notes and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender promptly in writing of any Default in connection with any Loan Document.

Section 9.16. Compliance Certificates. Borrower shall, unless waived in writing by Lender, provide Lender, at least annually, with a certificate executed by Borrower’s chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Section 9.17. Fiscal Year. Borrower shall not change its fiscal year without the prior written consent of Lender.

Section 9.18. Indebtedness for Borrowed Money. As of the date hereof, Borrower has no outstanding Indebtedness for Borrowed Money. Borrower shall not issue, incur, assume, create or have outstanding any Indebtedness for Borrowed Money; provided, however, that the foregoing shall not restrict nor operate to prevent the Obligations of Borrower owing to Lender hereunder.

SECTION 10. EVENTS OF DEFAULT AND REMEDIES.

Section 10.1. Events of Default. Any one or more of the following will constitute an “Event of Default” hereunder:

(a) any default in the payment when due (whether by lapse of time, acceleration or otherwise) of (i) any payment of principal or interest under a Note, or (ii) any other Obligation within five (5) days after payment or performance is due from Borrower; or

(b) any representation or warranty made by Borrower herein or in any other Loan Document, or in any statement or certificate furnished by it pursuant hereto or thereto, or in connection with any Advance made hereunder, is inaccurate or untrue in any material respect as of the date of the issuance or making thereof; or
(c) any event occurs or condition exists (other than those described in clauses (a) through (b) above) which is specified as an event of default under any of the other Loan Documents, or any of the Loan Documents for any reason ceases to be in full force and effect, or any of the Loan Documents is declared to be null and void, or Borrower takes any action for the purpose of repudiating or rescinding any Loan Document executed by it; or

(d) any judgment, order, writ of attachment, writ of execution, writ of possession or any similar legal process seeking an amount in excess of One Million Dollars ($1,000,000) is entered or filed against Borrower or any of Borrower’s Properties and remains unvacated, unbonded and unstayed for a period of ten (10) or more calendar days; or

(e) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or Person that may materially affect any of Borrower’s Properties, Borrower’s ability to repay the Revolving Credit or Borrower’s ability to perform its Obligations under this Agreement or any of the other Loan Documents; or

(f) a material adverse change occurs in Borrower’s financial condition, or Lender believes, in its reasonable discretion, the prospect of payment or performance of Borrower’s obligations under this Agreement is materially impaired; or

(g) Borrower (i) takes any steps to effect a Winding-Up, (ii) fails to pay, or admits in writing its inability to pay, its debts generally as they become due;

(h) a custodian, receiver, administrative receiver, administrator, trustee, examiner, liquidator or similar official is appointed over Borrower or any substantial part of any of its Properties, or a Winding-Up proceeding is instituted against Borrower, and such appointment continues undischarged or such proceeding continues undischmissed or unstayed for a period of thirty (30) or more days, or Borrower becomes unable to pay or admits in writing its inability to pay its debts as they become due; or

(i) Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any other Loan Document or in any other agreement between Lender and Borrower, which failure is capable of being cured, if such failure is not cured within thirty (30) days after written notice thereof from Lender; provided however, that if any such failure cannot reasonably be cured within such 30-day period, then the period to cure shall be deemed extended for up to an additional thirty (30) days after Lender’s initial default notice as long as Borrower diligently and continuously proceeds to cure such failure. Borrower agrees to reimburse Lender for all reasonable costs and expenses (including legal fees) incurred by Lender as a result of any failure described in this paragraph until cured.

Section 10.2. Non-Insolvency Default Remedies. Upon the occurrence of any Event of Default described in clauses (a) through (g) and (i) of Section 10.1, Lender or any permitted holder of any Note may, by notice to Borrower, take any of the following actions:
(a) terminate any obligation to extend any further credit hereunder (including but not limited to Advances) on the date (which may be the date thereof) stated in such notice;

(b) declare all Advances and all indebtedness under the Notes then outstanding (including all outstanding principal and all accrued but unpaid interest), and all other Obligations of Borrower to Lender, to be immediately due and payable without further demand, presentment, protest or notice of any kind; and

(c) exercise and enforce any and all rights and remedies contained in any other Loan Document or otherwise available to Lender at law or in equity.

Section 10.3. Insolvency Default Remedies. Upon the occurrence of any Event of Default described in Section 10.1(h), all Advances and all indebtedness under the Notes then outstanding (including all outstanding principal and all accrued but unpaid interest), and all other Obligations of Borrower to Lender, will immediately become due and payable without presentment, demand, protest or notice of any kind, and Lender shall have no obligation to extend any further credit hereunder (including but not limited to Advances).

SECTION 11. MISCELLANEOUS.

Section 11.1. Holidays. If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day on which date such payment will be due and payable. In the case of any principal falling due on a day which is not a Business Day, interest on such principal amount will continue to accrue during such extension at the Applicable Rate, which accrued amount will be due and payable on the next scheduled date for the payment of interest.

Section 11.2. No Waiver, Cumulative Remedies. No delay or failure on the part of Lender or on the part of the holder of any Promissory Note in the exercise of any power or right will operate as a waiver thereof or as an acquiescence in any Default, nor will any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right. All rights and remedies of Lender and the holder of any Note are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have. Borrower agrees that in the event of any breach or threatened breach by Borrower of any covenant, obligation or other provision contained in this Agreement, Lender shall be entitled (in addition to any other remedy that may be available to Lender) to: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach. Borrower further agrees that neither Lender nor any other person or entity shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11, and Borrower irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 11.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement or any other Loan Document nor consent to any departure by
Borrower therefrom, will in any event be effective unless the same is in writing and signed by Lender. No notice to or demand on Borrower in any case will entitle Borrower to any other or further notice or demand in similar or other circumstances.

Section 11.4. Costs and Expenses.

(a) Borrower shall pay all reasonable out-of-pocket expenses incurred by Lender, if any, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) including, without limitation, the fees specified in Section 5.1.

(b) Borrower agrees to pay on demand all reasonable costs and expenses (including attorneys’ fees and expert witness fees), if any, incurred by Lender or any other holder of the Obligations in connection with any Event of Default or the enforcement of this Agreement, any other Loan Document or any other instrument or document to be delivered hereunder, including without limitation any action, suit or proceeding brought against Lender by any Person which arises out of the transactions contemplated hereby or out of any action or inaction by Lender hereunder or thereunder.

Section 11.5. Indemnity. Whether or not the transactions contemplated hereby shall be consummated, Borrower shall indemnify, defend and hold harmless Lender and its officers, directors, employees, counsel, agents and attorneys-in-fact (each, an “Indemnified Person”) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses or disbursements (including attorneys’ costs and expert witnesses’ fees), of any kind or nature whatsoever, that (a) arise from or relate in any way to the execution, delivery, enforcement, performance and administration of this Agreement and any other Loan Document, or the transactions contemplated hereby and thereby, and with respect to any investigation, litigation or proceeding (including any Winding-Up or appellate proceeding) related to this Agreement or the Advances or the use of the proceeds thereof, whether or not any Indemnified Person is a party thereto, and/or (b) may be incurred by or asserted against such Indemnified Person in connection with or arising out of any pending or threatened investigation, litigation or proceeding, or any action taken by any Person, arising out of or related to any Property of Borrower (all the foregoing, collectively, the “Indemnified Liabilities”); provided that Borrower shall have no obligation hereunder to any Indemnified Person with respect to Indemnified Liabilities to the extent arising from the gross negligence or willful misconduct of such Indemnified Person.

No action taken by legal counsel chosen by Lender in defending against any investigation, litigation or proceeding or requested remedial, removal or response action vitiates or in any way impairs Borrower’s obligation and duty hereunder to indemnify and hold harmless Lender unless such action involved gross negligence or willful misconduct. Neither Borrower nor any other Person is entitled to rely on any inspection, observation, or audit by Lender or its representatives or agents. Lender owes no duty of care to protect Borrower or any other Person against, or to inform Borrower or any other Person of, any adverse condition affecting any site or Property. Lender is not obligated to disclose to Borrower or any other Person any report or
findings made as a result of, or in connection with, any inspection, observation or audit by Lender or its representatives or agents.

The obligations of Borrower in this Section 11.5 shall survive the payment and performance of all other Obligations. At the election of any Indemnified Person, Borrower shall defend such Indemnified Person using legal counsel satisfactory to such Indemnified Person in such Indemnified Person’s sole discretion, at the sole cost and expense of Borrower. All amounts owing under this Section 11.5 shall be paid within thirty (30) days after demand.

Section 11.6. Right of Set Off. To the extent permitted by applicable law, Lender reserves a right of setoff in all of Borrower’s Other RCB Accounts (whether checking, savings, or some other account) other than the Lockbox Account. This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums due and owing from Borrower against any and all such accounts.

Section 11.7. Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto will survive the execution and delivery of this Agreement and the other Loan Documents, and will continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 11.8. Notices. Except as otherwise specified herein, all notices hereunder will be in writing (including by hand, post, courier, email or telecopy) and will be given to the relevant party at its address, email address or telecopier number set forth below, or such other address or telecopier number as such party may hereafter specify by notice to the other given by certified or registered mail, by Federal Express or DHL, by telecopy or by other telecommunication device (including electronic mail) capable of creating a written record of such notice and its receipt. Notices hereunder will be addressed:

To Borrower at:

Silicon Valley Clean Energy Authority
girish@svcleanenergy.org
Attention: Chief Executive Officer

With a copy (not constituting notice) to:

Silicon Valley Clean Energy Authority
333 W. El Camino Real, Suite 290
Sunnyvale, CA 94087
Attention: Board Clerk/Executive Assistant
To Lender at:

River City Bank
2485 Natomas Park Drive, Suite 400
Sacramento, CA 95833
Telephone: (916) 567-2700
Telecopy: (916) 567-2780
Attention: Jennifer Ballard
Loan Center

Each such notice, request or other communication will be effective (i) if given by telecopier, when such telecopy or email is transmitted to the telecopier number or email address specified in this Section and a confirmation of such telecopy or email has been received by the sender, (ii) if given by mail, three (3) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section; provided that any notice given pursuant to Section 2.2 hereof will be effective only upon receipt.

For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower’s current address.

Section 11.9. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 11.10. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 11.11. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together will be deemed to constitute one and the same instrument.

Section 11.12. Assignments, Binding Nature, Governing Law, Etc. This Agreement will be binding upon Borrower and its permitted successors and assigns, and will inure to the benefit of Lender and the benefit of its permitted successors and assigns, including any permitted subsequent holder of a Note. This Agreement and the rights and duties of the parties hereto will be construed and determined in accordance with the internal laws of the State of California without regard to principles of conflicts of laws. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. Borrower may not assign its rights hereunder without the written consent of Lender. Lender may assign its rights hereunder without the consent of Borrower, but only if after any such assignment Lender acts as the lead agent or administrative agent with respect to this Agreement.
Section 11.13. Submission to Jurisdiction; Waiver of Jury Trial. Borrower hereby submits to the nonexclusive jurisdiction of the United States District Court for the Eastern District of California and of any California State court sitting in the County of Sacramento for purposes of all legal proceedings arising out of or relating to this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby. Borrower irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court has been brought in an inconvenient forum. Borrower hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to any Loan Document or in the transactions contemplated thereby.

Section 11.14. Time is of the Essence. Time is of the essence in the performance and enforcement of this Agreement and the other Loan Documents.

Section 11.15. Consent to Loan Participation. Borrower agrees and consents to Lender’s sale or transfer, whether now or later, of one or more participation interests in the Revolving Credit to one or more purchasers, whether related or unrelated to Lender, provided that at all times Lender manages the Revolving Credit such that Borrower may communicate exclusively with Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to this Agreement, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interest in a Note and will have all the rights granted under the participation agreement or agreements governing the same of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower’s obligations under this Agreement irrespective of the failure or insolvency of any holder of any interest in a Note. Borrower further agrees that the purchaser of any such participation interests may enforce the interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Section 11.16. No Recourse Against Constituent Members of Borrower. Borrower is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. Borrower shall be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement and the Notes. Lender shall not make any claims, take any actions or assert any remedies against any of Borrower’s constituent members in connection with any payment default by Borrower under this Agreement or any other Loan Document.

[remainder of page intentionally left blank]
Upon your acceptance hereof in the manner hereinafter set forth, this Agreement will constitute a contract between us for the uses and purposes hereinabove set forth.

Executed and delivered in Sacramento, California, as of the first date written above.

Silicon Valley Clean Energy Authority

By: ___________________________
   Girish Balachandran
   Its: Chief Executive Officer

By: ___________________________
   Courtenay Corrigan
   Its: Chairman of the Board

RIVER CITY BANK

By: ___________________________
   Name: ___________________________
   Its: ___________________________
EXHIBIT A

Definitions

“Advance” and “Advances” is defined in Section 2.1.

“Agreement” means this Credit Agreement, as the same may be amended, modified or restated from time to time in accordance with the terms hereof.

“Applicable Rate” means a variable rate of interest equal to the One-Month LIBOR plus the Margin, subject to an overall floor of 1.75% per annum. The Applicable Rate is subject to increase as provided in Section 9.4.

“Authorized Representative” means those persons shown on the list of officers provided by Borrower pursuant to Section 8.2(a)(v), or on any update of any such list provided by Borrower to Lender, or any further or different officer of Borrower so named by any Authorized Representative of Borrower in a written notice to Lender.

“Borrower” is defined in the introductory paragraph.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are not authorized or required to be closed in Sacramento, California.

“CPUC” means the California Public Utilities Commission.

“CAL ISO” means California ISO, the independent grid operator.

“Capital Lease” means at any date any lease of Property which in accordance with GAAP is required to be capitalized on the balance sheet of the lessee.

“Capitalized Lease Obligation” means the amount of liability as shown on the balance sheet of any Person in respect of a Capital Lease as determined at any date in accordance with GAAP.

“Debt Service Reserve Account” is defined in Section 6.1.

“Debtor Relief Laws” means the United States Bankruptcy Code and all other liquidation, conservatorship, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition the occurrence of which would, with the passage of time or the giving of notice, or both, constitute an Event of Default.

“Default Rate” means the Applicable Rate plus five percent (5.0%).

“Dollars and $” mean lawful money of the United States.
“Event of Default” is defined in Section 10.1.

“Fiscal Year End” means September 30th.

“Flat Fee” is defined in Section 4.8.

“GAAP” means generally accepted accounting principles as established and interpreted by the Governmental Accounting Standards Board (GASB) and as applied by Borrower.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial taxing, regulatory or administrative powers or functions of or pertaining to government.

“Honor Date” is defined in Section 4.3.

“Indebtions for Borrowed Money” means, for any Person (without duplication), (i) all indebtedness created, assumed or incurred in any manner by such Person representing money borrowed (including by the issuance of debt securities), (ii) all indebtedness for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business not more than 90 days past due), (iii) all indebtedness secured by any Lien upon Property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all Capitalized Lease Obligations of such Person, and (v) all obligations of such Person on or with respect to letters of credit, banker’s acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money.

“Indemnified Liabilities” is defined in Section 11.5.

“Indemnified Person” is defined in Section 11.5.

“Initial Rate Set Date” means the date of issuance of each Promissory Note at which time Lender will determine the One-Month LIBOR which shall be in effect until the next Rate Change Date.

“ISP” is defined in Section 4.5(a)(vi).

“Issuance Fee” is defined in Section 4.8.

“JPA Members” mean the City of Campbell, City of Cupertino, City of Gilroy, City of Los Altos, Town of Los Altos Hills, Town of Los Gatos, City of Monte Sereno, City of Morgan Hill, City of Mountain View, County of Santa Clara (Unincorporated Area), City of Saratoga and the City of Sunnyvale.
“Joint Powers Agreement” means the Joint Powers Agreement of Borrower effective as of March 31, 2016, and as amended from time to time.

“Lender” is defined in the introductory paragraph.

“Letter of Credit” means any letter of credit issued hereunder.

“Letter of Credit Advance” and “Letter of Credit Advances” are defined in Section 2.1.

“Letter of Credit Note” is defined in Section 2.3.

“Lien” means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, Capital Lease or other title retention arrangement.

“Loan Documents” means this Agreement, the Notes, the Assignment of Deposit Accounts, and all other documents, certificates, instruments and agreements relating to the foregoing or otherwise executed by Borrower in connection with the Revolving Credit.

“Loan Fee” means one-quarter of one percent (0.25%) of the Revolving Credit Commitment.

“Lockbox Account” means the lockbox agreement and lockbox account established with Lender, as custodian into which all revenues generated by Borrower must be deposited.

“Maintenance and Operation Costs” shall be determined in accordance with the accrual basis of accounting in accordance with GAAP and shall mean the reasonable and necessary costs paid or incurred by Borrower for maintaining and operating the System, including costs of electric energy and power generated or purchased, costs of transmission and fuel supply, and including all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and including all administrative costs of Borrower that are charged directly or apportioned to the maintenance and operation of the System, such as salaries and wages of employees, overhead, insurance, taxes (if any) and insurance premiums, and including all other reasonable and necessary costs of Borrower such as fees and expenses of an independent certified public accountant and the Consulting Engineer, and including Borrower’s share of the foregoing types of costs of any electric properties co-owned with others, excluding in all cases depreciation, replacement and obsolescence charges or reserves therefore and amortization of intangibles and extraordinary items computed in accordance with GAAP or other bookkeeping entries of a similar nature. Maintenance and Operation Costs shall include all amounts required to be paid by Borrower under take or pay contracts.
“Margin” means, percentage points per annum as adjusted for any maximum or minimum rate limitations as provided in the Loan Documents above the One-Month LIBOR. The ‘Revolving Credit Margin’ is equal to 1.75%.

“Maturity Date” means, for any Note, the date so specified in such Note as the Maturity Date.

“Notes” refers collectively to the Promissory Note and, if applicable, the Letter of Credit Note(s).

“Obligations” means and includes all loans, advances, debts, liabilities and obligations of Borrower to Lender, of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter owed by Borrower to Lender, whether in connection with the Loan Documents or otherwise, including without limitation all interest, fees, charges, expenses, attorneys’ fees and accountants’ fees chargeable to Borrower or payable by Borrower thereunder.

“One-Month LIBOR” means, as of each Rate Change Date or the Initial Rate Set Date, the rate determined by Lender to be the One-Month LIBOR rate as posted on Bankrate.com (or, if such rate becomes unavailable to Lender, a substitute rate based on an index selected by Lender in its sole discretion) as in effect from time to time, which rate is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion.

“Other RCB Accounts” is defined in Section 6.2.

“Payment Date” means, other than the Termination Date or any Maturity Date, the first day of each calendar month.

“Permitted Liens” is defined in Section 9.9.

“Person” means an individual, partnership, corporation, company, limited liability company, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

“Promissory Note” is defined in Section 2.3.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Power Purchase Agreement” means (i) that certain Master Power Purchase and Sale Agreement, to be entered into by Borrower with one or more of the following: 3 Phases Renewable Inc., Energy America, LLC, Exelon Generation Company, LLC, Morgan Stanley Capital Group, Inc., Powerex Corp. and Shell Energy North America (US), L.P., (ii) the Security Agreement, (iii) the Collateral Account Agreement, and (iv) any and all amendments, modifications, and restatements of the documents referred to in the preceding clauses (i) through (iii).
“Rate Change Date” means the first calendar day of each calendar month.

“Reimbursement Date” is defined in Section 4.3.

“Related Parties” means, with respect to any Person, such Person’s affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s affiliates.

“Responsible Officer” means the Chief Executive Officer.

“Revolving Credit” is defined in Section 2.1.

“Revolving Credit Commitment” means, at any time of determination, an amount equal to $20,000,000.00 less the aggregate principal amount of Advances made by Lender under the Revolving Credit.

“Revolving Credit Termination Date” means the date that is three hundred sixty-four (364) days from the date of this Agreement.

“SWIFT” is defined in Section 4.6.

“System” means (i) all facilities, works, properties, structures and contractual rights to distribution, metering and billing services, electric power, scheduling and coordination, transmission capacity, and fuel supply of Borrower for the generation, transmission and distribution of electric power, (ii) all general plant facilities, works, properties and structures of Borrower, and (iii) all other facilities, properties and structures of Borrower, wherever located, reasonably required to carry out any lawful purpose of Borrower. The term shall include all such contractual rights, facilities, works, properties and structures now owned or hereafter acquired by Borrower.

“UCC” means the Uniform Commercial Code as enacted in the State of California.

“Unreimbursed Amount” is defined in Section 2.3.

“UPC” is defined in Section 4.5(a)(vi).

“Winding-Up” means, in relation to a Person, a voluntary or involuntary case or other proceeding or petition seeking dissolution, liquidation, reorganization, administration, assignment for the benefit of creditors or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official over that Person or any substantial part of that Person’s Properties.

“Working Capital Advance” is defined in Section 2.1.
EXHIBIT B

REVOLVING CREDIT PROMISSORY NOTE

$20,000,000.00

FOR VALUE RECEIVED, SILICON VALLEY CLEAN ENERGY AUTHORITY, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et seq. ("Borrower"), promises to pay to the order of RIVER CITY BANK ("Lender") the principal sum of TWENTY MILLION and/100 DOLLARS ($20,000,000.00), pursuant to the terms of that certain Credit Agreement (the "Credit Agreement") dated as of September ___, 2018, between Borrower and Lender, together with interest thereon as provided herein and therein. All payments under this Revolving Credit Promissory Note ("Note") shall be made to Lender at its address specified in the Credit Agreement, or at such other place as the holder of this Note may from time to time designate in writing, in accordance with the terms of this Note and the Credit Agreement. Capitalized terms used but not defined in this Note shall have the definitions provided in the Credit Agreement.

Payment Terms. Borrower agrees to pay monthly payments of interest only on the unpaid principal balance of this Note as of each Payment Date beginning on the latter of (a) the first Payment Date after the date of each Advance, or (b) October 1, 2018, with all subsequent payments due and payable on each Payment Date thereafter as provided in Section 3 of the Credit Agreement. Interest will accrue prior to maturity (whether by lapse of time, acceleration or otherwise) at the Applicable Rate and after maturity (whether by lapse of time, acceleration or otherwise), whether before or after judgment, at the Default Rate, until paid in full.

Maturity Date. The outstanding principal balance of this Note and all accrued but unpaid interest thereon shall be due and payable in full on the Revolving Credit Termination Date.

Default and Acceleration. Upon the occurrence of any Event of Default described in Section 10.1 of the Credit Agreement, Lender or any permitted holder of this Note may exercise any or all of the rights and remedies set forth therein, including the exercise of Lender’s option to accelerate this Note and declare all Advances and all indebtedness under this Note then outstanding to be immediately due and payable, with or without notice to Borrower, as applicable.

Miscellaneous. This Note and the holder hereof are entitled to all of the rights and benefits provided for in the Credit Agreement. All of the terms, covenants and conditions contained in the Credit Agreement are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein. In the event of a conflict or inconsistency between the terms of this Note and the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an ...
agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

This Note will be construed in accordance with, and governed by, the internal laws of the State of California.

Borrower promises to pay all costs and expenses (including reasonable attorneys’ fees and expert witnesses’ fees) suffered or incurred by Lender or subsequent holder of this Note in the collection of this Note or the enforcement Lender’s rights and remedies under the Credit Agreement.

Borrower hereby waives presentment for payment and demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) the obligations evidenced by this Note or release any party or guarantor or collateral, or impair, fail to realize upon or perfect Lender’s security interest in the collateral, if any; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify the terms of this Note without the consent of or notice to anyone other than the party with whom the modification is made.

Prior to signing this Note, Borrower read and understood all the provisions of this Note and the Credit Agreement, including the variable interest rate provisions in the Credit Agreement. Borrower agrees to the terms of this Note and the Credit Agreement. Borrower acknowledges receipt of complete copies of this Note and the Credit Agreement.

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

By:________________________________
   Girish Balachandran
   Its: Chief Executive Officer

By:________________________________
   Courtenay Corrigan
   Its: Chairman of the Board
EXHIBIT C

LETTER OF CREDIT NOTE

$_________________              Date: ________________

FOR VALUE RECEIVED, SILICON VALLEY CLEAN ENERGY AUTHORITY, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. seq. ("Borrower"), promises to pay to the order of RIVER CITY BANK ("Lender") the principal sum of ___________ ($________,000.00) pursuant to the terms of that certain Credit Agreement (the "Credit Agreement") dated as of September ____, 2018, between Borrower and Lender, together with interest thereon as provided herein and therein. All payments under this Letter of Credit Note (this "Note") shall be made to Lender at its address specified in the Credit Agreement or at such other place as the holder of this Note may from time to time designate in writing, in accordance with the terms of this Note and the Credit Agreement. Capitalized terms used but not defined in this Note shall have the definitions provided in the Credit Agreement.

Letter of Credit. This Note is executed in connection with a Letter of Credit issued by _______________ ("Issuing Bank"), dated _______________, in the face amount of $______________, in favor of _________________ (as Beneficiary) and identified as number: _______________ (the "Letter of Credit").

Draw or Demand under the Letter of Credit. Borrower directs and authorizes Lender to immediately advance funds under this Note to repay in full any demand or draw request form Beneficiary under the Letter of Credit (the "Disbursement").

Payment Terms. Borrower agrees to pay any Disbursement immediately upon demand from Lender and in no event less than 3 calendar days from the date of the Disbursement (the "Demand Date"). From the date of the Disbursement to the Demand Date, Borrower shall pay interest only on the unpaid principal balance of this Note (whether by lapse of time, acceleration or otherwise) at the Applicable Rate and after the Demand Date (whether by lapse of time, acceleration or otherwise), whether before or after judgment, at the Default Rate, until paid in full.

Maturity Date. The repayment obligations from Borrower to Lender under this Note shall remain in full force and effect until the original Letter of Credit including any and all amendments is surrendered to Issuing Bank undrawn and cancelled to the satisfaction of Issuing Bank.

Credit Agreement and Cash Collateral. If (i) the Letter of Credit has been issued and remains unexpired on the Revolving Credit Termination Date, or (ii) the Revolving Credit Commitment terminates or is unavailable to Borrower for any reason prior to the surrender of the Letter of Credit as provided above, or (iii) the amount of all Letter of Credit Advances exceeds the Revolving Credit Commitment, upon request by Lender, Borrower shall immediately provide
cash collateral to Lender with a value of not less than 110% of the stated principal amount of this Note or the amount by which the amount of all Letter of Credit Advances exceeds the Revolving Credit Commitment, as applicable.

**Default and Acceleration.** Upon the occurrence of any Event of Default described in Section 11.1 of the Credit Agreement, Lender or any permitted holder of this Note may exercise any or all of the rights and remedies set forth therein, including the exercise of Lender’s option to accelerate this Note and declare all Advances and all indebtedness under this Note then outstanding to be immediately due and payable, with or without notice to Borrower, as applicable.

**Miscellaneous.** This Note and the holder hereof are entitled to all of the rights and benefits provided for in the Credit Agreement. All of the terms, covenants and conditions contained in the Credit Agreement are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein. In the event of a conflict or inconsistency between the terms of this Note and the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

This Note will be construed in accordance with, and governed by, the internal laws of the State of California.

Borrower promises to pay all costs and expenses (including reasonable attorneys’ fees and expert witnesses’ fees) suffered or incurred by Lender or subsequent holder of this Note in the collection of this Note or the enforcement Lender’s rights and remedies under the Credit Agreement.

Borrower hereby waives presentment for payment and demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) the obligations evidenced by this Note or release any party or collateral, or impair, fail to realize upon or perfect Lender’s security interest in the collateral, if any; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify the terms of this Note without the consent of or notice to anyone other than the party with whom the modification is made.
Prior to signing this Note, Borrower read and understood all the provisions of this Note and the Credit Agreement, including the variable interest rate provisions in the Credit Agreement. Borrower agrees to the terms of this Note and the Credit Agreement. Borrower acknowledges receipt of complete copies of this Note and the Credit Agreement.

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: ______________________
Name: ______________________
Title: ______________________
EXHIBIT D

ASSIGNMENT OF DEPOSIT ACCOUNTS

Grantor: Silicon Valley Clean Energy Authority  
333 W. El Camino Real, Suite 290  
Sunnyvale, CA 94087  

Lender: RIVER CITY BANK  
Business Banking Group  
2485 Natomas Park Drive  
Sacramento, CA 95833

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated September __, 2018 is made and executed among Silicon Valley Clean Energy Authority ("Grantor") and RIVER CITY BANK ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Accounts"):

(i) A deposit account from Grantor with Lender with reference number _____________________, and all amendments, extensions, renewals, replacements of the accounts (all called the "Debt Service Reserve Account"), and all existing and future amounts in the Account, and all existing and future interest and other earnings on the Debt Service Reserve Account, and all proceeds. The Debt Service Reserve Account will at all times maintain the following minimum account balance:

Minimum Required Balance: $2,000,000.00; and

(ii) All other deposit accounts Grantor maintains with Lender.

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account) other than the Lockbox Account (as defined in the Credit Agreement). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this
Agreement and to assign the Collateral to Lender.

**No Prior Assignment.** Grantor has not previously granted a security interest in the Collateral to any other creditor.

**No Further Transfer.** Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

**No Defaults.** There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

**Proceeds.** Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

**Validity; Binding Effect.** This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Collateral. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or its jurisdiction of organization.

**LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL.** While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there is no longer any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the applicable rate charged under any one of the Notes (as selected by Lender in its sole discretion) from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of such Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**LIMITATIONS ON OBLIGATIONS OF LENDER.** Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other...
obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Any Default or Event of Default under the Credit Agreement shall constitute an Event of Default under this Agreement.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Borrower to Lender immediately due and payable, without notice of any kind to Borrower or Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Accounts and apply them to the Indebtedness. If an Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Borrower or Grantor as the interests of Borrower or Grantor may appear.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement.

Remedies Cumulative. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and any election by Lender to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses,
including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

Joint and Several Liability. All obligations of Borrower and Grantor, if they are different, under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Borrower's or Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower and Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks,
drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

**Waiver of Co-Obligor's Rights.** If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Code:

**Accounts.** The word "Accounts" means the deposit account(s) described in the "Collateral Description" section.

**Agreement.** The word "Agreement" means this Assignment of Deposit Accounts, as this Assignment of Deposit Accounts may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Accounts from time to time.

**Borrower.** The word "Borrower" means Silicon Valley Clean Energy Authority and includes all co-signers and co-makers signing the Notes and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the
Collateral as described in the Collateral Description section of this Agreement.

**Credit Agreement.** The words "Credit Agreement" mean the Credit Agreement dated as of September ___, 2018 between Borrower and Lender, as amended or modified from time to time.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means Silicon Valley Clean Energy Authority.

**Indebtedness.** The word "Indebtedness" means all indebtedness of Borrower under the Credit Agreement, the Notes or any of the Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or any of the Related Documents.

**Lender.** The word "Lender" means RIVER CITY BANK, its successors and assigns.

**Notes.** The word "Notes" means any and all Promissory Notes (as defined in the Credit Agreement) executed by Borrower in connection with a Revolving Credit (as defined in the Credit Agreement), together with all renewals, extensions, modifications, consolidations and replacements of such Promissory Notes.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNTS AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER ___, 2018.

GRANTOR:

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: ______________________________

Its ______________________________
EXHIBIT E

REQUEST FOR ADVANCE

$20,000,000 REVOLVING CREDIT

BORROWER:  SILICON VALLEY CLEAN ENERGY AUTHORITY, HEREBY REQUESTS AN ADVANCE UNDER THE $20,000,000 REVOLVING CREDIT NOTE IN ACCORDANCE WITH THE CREDIT AGREEMENT.

ADVANCE DATE: __________________________

AMOUNT OF REQUESTED ADVANCE: $________________________________________

PURPOSE OF ADVANCE:

___ - THIS ADVANCE WILL BE USED TO FUND RESERVES IN ACCORDANCE WITH THE POWER PURCHASE AGREEMENT AND FUNDS ARE TO BE DEPOSITED INTO THE LOCKBOX ACCOUNT: ____________.

___ - THIS IS A WORKING CAPITAL ADVANCE TO COVER THE POWER PURCHASE PAYMENT FOR THE MONTH ENDING _____________, 2018.

___ - ATTACHED IS THE INVOICE FOR SUCH POWER PURCHASE PAYMENT

___ - YOU ARE AUTHORIZED TO REMIT THIS PAYMENT DIRECTLY TO THE POWER SUPPLIER AS FOLLOWS:

COMPANY NAME: ____________________________

WIRE INSTRUCTIONS:

BANK NAME: ______________________________

ADDRESS: _________________________________

____________________________

ROUTING NUMBER: _______________________

ACCOUNT NUMBER: _______________________

OTHER REFERENCE: _______________________ 

BORROWER CERTIFICATION:

BORROWER HEREBY CERTIFIES THAT:

(I) AFTER MAKING THE ADVANCE REQUESTED ON THE ADVANCE DATE ABOVE, THE SUM OF ALL ADVANCES SHALL NOT EXCEED THE REVOLVING COMMITMENTS THEN IN EFFECT;

(II) AS OF THE ADVANCE DATE, THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CREDIT AGREEMENT ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS ON AND AS OF SUCH ADVANCE DATE TO THE SAME EXTENT AS THOUGH MADE ON AND AS OF SUCH DATE, EXCEPT TO THE EXTENT
SUCH REPRESENTATIONS AND WARRANTIES SPECIFICALLY RELATE TO AN EARLIER DATE, IN WHICH CASE SUCH REPRESENTATIONS AND WARRANTIES ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS ON AND AS OF SUCH EARLIER DATE; PROVIDED THAT, IN EACH CASE, SUCH MATERIALITY QUALIFIER SHALL NOT BE APPLICABLE TO ANY REPRESENTATIONS AND WARRANTIES THAT ALREADY ARE QUALIFIED OR MODIFIED BY MATERIALITY IN THE TEXT THEREOF; AND

(III) AS OF THE ADVANCE DATE, NO EVENT HAS OCCURRED AND IS CONTINUING OR WOULD RESULT FROM THE CONSUMMATION OF THE BORROWING CONTEMPLATED HEREBY THAT WOULD CONSTITUTE AN EVENT OF DEFAULT OR A DEFAULT.

(IV) THIS ADVANCE IS BEING USED FOR THE PURPOSE INTENDED AS PROVIDED IN THE CREDIT AGREEMENT AND NO PORTION OF THIS ADVANCE IS BEING USED TO FUND OPERATING LOSSES.

SILICON VALLEY CLEAN ENERGY AUTHORITY

BY: ______________________________
   GIRISH BALACHANDRAN
   Its: Chief Executive Officer

BY: ______________________________
   COURTENAY CORRIGAN
   Its: Chairman of the Board
EXHIBIT F

DOCUMENT SUMMARY AND NOTICE OF FINAL AGREEMENT

Borrower has been provided with the following documents issued in connection with the loan evidenced by a Revolving Credit Promissory Note in the original principal balance of $20,000,000 (the “Note”):

Credit Agreement with Exhibits
A – Definitions
B – Form of Revolving Credit Promissory Note
C – Form of Letter of Credit Note
D – Assignment of Deposit Accounts Agreement
E – Form of Request for Advance (RLOC)
F – Form of Document Summary and Notice of Final Agreement

And Schedules
1 – Indebtedness for Borrowed Money

BORROWER REPRESENTS AND WARRANTS:

1) IT HAS READ, UNDERSTANDS AND AGREES WITH THE TERMS OF EACH DOCUMENT LISTED ABOVE AND THIS AGREEMENT;

2) IT CONFIRMS THAT THERE ARE NO CONFLICTS BETWEEN THE TERMS OF THE DOCUMENTS AND ITS UNDERSTANDING OF THE TRANSACTION;

3) THE WRITTEN DOCUMENTS ISSUED IN CONNECTION WITH THE LOAN REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

4) THE WRITTEN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

5) IT HAS HAD AN OPPORTUNITY TO DISCUSS THE LOAN TRANSACTION WITH ITS COUNSEL.

BORROWER:

Silicon Valley Clean Energy Authority

By: __________________________
    Girish Balachandran
    Its: Chief Executive Officer

By: __________________________
    Courtenay Corrigan
    Its: Chairman of the Board
RESOLUTION NO. 2018-09

RESOLUTION OF SILICON VALLEY CLEAN ENERGY AUTHORITY

In my capacity as Chair of the Board of Directors of the Silicon Valley Clean Energy Authority (the “Authority”), I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE AUTHORITY’S EXISTENCE. The complete and correct name of the Authority is Silicon Valley Clean Energy Authority. The Authority is a public agency formed under the provisions of the Joint Exercise Powers Act of the State of California, Government Code section 6500 et seq. The Authority is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California.

The Authority is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California in which the Authority is doing business.

The Authority has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Authority maintains an office at 333 W. El Camino Real, Suite 290, Sunnyvale, California 94087. Unless the Authority has designated otherwise in writing, the principal office is the office at which the Authority keeps its books and records. The Authority will notify Lender prior to any change in the location of the Authority’s state of organization or any change in the Authority’s name. The Authority shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Authority and the Authority’s business activities.

RESOLUTIONS ADOPTED. At a meeting of the Silicon Valley Clean Energy Authority’s Board of Directors (the “Board”), duly called and held on the 12th day of September, 2018, by a vote affixed hereto, the resolutions set forth in this Resolution were adopted.

AUTHORIZED REPRESENTATIVES. The following named individuals are the authorized representatives of the Authority with titles and genuine signatures provided below:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>TITLES</th>
<th>SIGNATURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courtenay Corrigan</td>
<td>Chair of the Board</td>
<td>__________</td>
</tr>
<tr>
<td>Girish Balachandran</td>
<td>Chief Executive Officer</td>
<td>__________</td>
</tr>
</tbody>
</table>

ACTIONS AUTHORIZED. Any one (1) of the authorized representatives listed above may enter into any agreements of any nature with River City Bank (“Lender”) that have been approved by this Board, and those agreements will bind the Authority. The Board approves the CREDIT AGREEMENT, dated as of September 12, 2018 (the “Credit Agreement”), by and between the Authority and the Lender and the transactions contemplated thereby. Each of the authorized representatives of the Authority named above are authorized and directed to execute the Credit Agreement on behalf of the Authority substantially in the form presented to the Board, with such changes as the authorized representative signing the same shall approve as being in the best interest
of the Authority, such approval to be conclusively evidenced by the execution thereof. Specifically, but without limitation, each of the authorized representatives is authorized, empowered, and directed to do the following for and on behalf of the Authority with respect to a loan or loans and any other financial accommodations from Lender contemplated by the Credit Agreement:

**Borrow Money.** To borrow and authorize advances, letters of credit and other lending accommodations from time to time from Lender, on such terms as may be agreed upon between the Authority and Lender, such sum or sums of money as in its judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender any loan agreement, promissory note or notes, letter of credit applications, requests, or other evidence of the Authority’s credit accommodations, in form and substance acceptable to Lender, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Authority’s indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Authority or in which the Authority now or hereafter may have an interest, including without limitation all of the Authority’s personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Authority to Lender at any time owing, however the same may be evidenced. Such property may be pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender any assignment agreements, pledge agreements, mortgages, deeds of trust, security agreements, financing statements and other documents which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Authority or in which the Authority may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Authority’s account with Lender, or to cause such other disposition of the proceeds derived therefrom as it may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as any Authorized Representative may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.
NOTICES TO LENDER. The Authority will promptly notify Lender in writing at Lender’s address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Authority’s name; (B) change in the Authority’s assumed business name(s); (C) change in the management or in the members of the Authority; (D) change in the authorized signer(s); (E) change in the Authority’s principal office address; (F) change in the Authority’s state of organization; (G) conversion of the Authority to a new or different type of business entity; or (H) change in any other aspect of the Authority that directly or indirectly relates to any agreements between the Authority and Lender. No change in the Authority’s name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The authorized representatives named above are duly elected, appointed, or employed by or for the Authority, as the case may be, and each occupies the position set opposite his or her name. This Resolution now stands of record on the books of the Authority, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender’s address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Authority’s agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signatures set opposite the names listed above are their genuine signatures.

I have read all the provisions of this Resolution, and I personally and on behalf of the Authority certify that all statements and representations made in this Resolution are true and correct. This Resolution is dated on this 12th day of September, 2018.

SILICON VALLEY CLEAN ENERGY AUTHORITY

______________________________
Courtenay Corrigan
Chair, Silicon Valley Clean Energy Authority
Staff Report – Item 1m

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

**Item 1m:** Approve Access to Public Records – Request and Fees Policy

Date: 9/12/2018

**RECOMMENDATION**
Staff recommends that the Board approve GAP4 – Access to Public Records – Request and Fees Policy.

**FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION**
The Finance and Administration Committee voted unanimously with one member absent at the September 4, 2018 meeting to recommend the Board approve this policy.

**BACKGROUND**
The California Public Records Act (CPRA) compels a public agency to disclose, make available for inspection, or copy a document that does exist, if it is a public record, and disclosable. As a public agency, Silicon Valley Clean Energy (SVCE), has complied with the CPRA. The Access to Public Records policy (see Attachment 1) establishes guidelines for SVCE in the handling and response to CPRA requests.

**STRATEGIC PLAN**
The recommendation supports the Financial and Administration department goals of the strategic plan.

**ALTERNATIVE**
Staff is open to suggestions from the committee regarding the Access to Public Records – Request for Fees Policy.

**FISCAL IMPACT**
There is no fiscal impact to the agency for adoption of this benefit.

**ATTACHMENTS**
1. GAP4 – Access to Public Records – Requests and Fees Policy
ACCESS TO PUBLIC RECORDS – REQUESTS AND FEES

I. PURPOSE

The purpose of this policy is to establish guidelines and procedures for Silicon Valley Clean Energy’s (SVCE) handling and response to California Public Records Act (CPRA) requests. The Office of the Board Clerk has sole responsibility for handling and preparing the Agency’s response to requests made by members of the public under the CPRA. The Board Clerk shall advise the Chief Executive Officer and Director of Finance and Administration of any significant CPRA requests. SVCE departments will cooperate fully with the Board Clerk in producing records in a timely manner.

II. PERSONS AFFECTED

This policy applies to all SVCE employees and members of the Board of Directors. SVCE employees and members of the Board of Directors who receive requests for public records are required to contact the Board Clerk’s Office to report the request.

III. DEFINITIONS

“Exempt Record” means a record that may be withheld from disclosure under California law.

“Electronic Record” means a record, document, or writing contained, transcribed or held in electronic format, such as computer records, databases, e-mails, and texts.

“Member of the Public” means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his/her membership, agency, office or employment.
“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Public Records” include any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by SVCE regardless of physical form or characteristics.

“Writing” means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

IV. POLICY

The CPRA provides that the public has a right to inspect and obtain a copy of most of the records retained by public agencies in the course of doing business. The Legislature has declared that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in the state. The public’s right to access public records is also guaranteed by the California Constitution.

SVCE affirms the public’s right to access its public records, in compliance with the CPRA and the California Constitution. This policy shall be interpreted and enforced in a manner that is consistent with those laws.

Limitations

The CPRA’s right of access is not unlimited. The CPRA does not require a public agency to create records that are not in existence
at the time the request is made (e.g., a written summary of a document or a list of expenditures or events).

In addition, certain categories of records are exempt from disclosure and need not be provided for inspection or reproduction. Common exemptions include but are not limited to:

- personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- pending litigation records;
- closed session records;
- software or proprietary information;
- attorney-client privileged communications; and
- preliminary drafts or notes not kept in the ordinary course of business where the public’s interest in non-disclosure clearly outweighs the public’s interest in disclosure.

The Office of the Board Clerk shall consult with the SVCE General Counsel to determine whether records or portions of records are exempt from disclosure.

If SVCE determines that the requested records are to be withheld, in whole or in part, the Office of the Board Clerk shall so notify the requestor in the determination letter and shall cite the specific exemption(s). In those cases where portions of a record are public and other portions are exempt, the Board Clerk shall redact or remove the exempt information before disclosing the remainder of the record.

**Complying with a Records Request**

1. Requests for Public Records
   a. Any member of the public may request to view or pay for a copy of a public record. SVCE may request, but shall not require that a requester give their name or other identifying information or put their request in writing. The requester does not have to explain why
they want the record. A request may be made over the telephone, in person, in writing, by facsimile or electronic mail.

b. A requester must identify an actual public record; requests that are too vague cannot be fulfilled. If known, the requester should identify the name or title of the desired record or provide a written description. The Office of the Board Clerk shall assist the requester in identifying the desired public records.

2. Inspection of Public Records
   a. Public records are open to inspection at SVCE’s Offices Monday through Friday, except holidays, during regular business hours (8:30 a.m. to 5:00 p.m.).
   b. If portions of the requested record are exempt from disclosure, any reasonable portion of the record that is public shall be made available for inspection after the exempt portions are redacted or deleted.
   c. It is requested that any person wishing to inspect public records contact the Office of the Board Clerk to schedule an appointment to minimize delays.
   d. Inspection of original SVCE files/records by a requester may be supervised by a SVCE employee. Under no circumstances shall any record be altered, destroyed, or removed from the premises.

3. SVCE Response Time
   a. Within ten (10) calendar days of receipt of a request for public records, the Office of the Board Clerk shall determine whether to grant or deny a request for public records and respond to the requestor in writing with the determination. The 10-day response period starts with the first calendar day after the date of receipt.
   b. When unusual circumstances exist, the Office of the Board Clerk may extend the 10-day response time by...
an additional fourteen (14) days. Written notice to the requestor shall set forth reasons for the extension and the date for determination. Unusual circumstances include the following: the need to search for, collect and examine a voluminous amount of records; the need to consult another agency that has an interest in the determination; the need to compile data or write programing language, a computer program or construct a computer report to extract data.

c. The 10-day response period is not the time period for complying with the request. Rather, it is the time period for responding to the requester with a written determination as to whether records responsive have been located and what, if any, information in those records is exempt from disclosure.

4. Fees for Copies of Records
   a. The cost for copying the requested records is the direct cost of duplication or, where applicable, a statutory fee.
      i. Direct costs do not include the staff time for tasks associated with retrieval, inspection and handling of the file from which the copy is extracted, or the time to review and compile the records.
      ii. The Office of the Board Clerk may elect to waive the fees in certain cases in his/her sole discretion.
   b. In all cases, a requester must pay the applicable costs or fees before copies of disclosable records will be released.
   c. Photocopies:
      i. SVCE has determined that the direct cost of duplication for normal sized photocopies is ten cents ($0.10) per page.
      ii. If an outside duplication firm is employed to make the requested copies, the cost charged to SVCE will be passed on to the requester.
d. Electronic Records:
   i. If SVCE maintains a disclosable public record in an electronic format, it shall make the record available in the electronic format when requested. If an electronic copy is requested but no format is specified, it shall be assumed that the requester is seeking a portable document format (PDF).
   
   ii. The requestor is responsible for the direct cost of producing the electronic record, if any. The direct cost includes the cost of the data storage device, such as a compact disk or flash drive, unless provided in advance in new and unopened original packaging.
   
   iii. If a request requires compilation, extraction, or computer programming to produce the record, or requires the production of an electronic record that is otherwise produced only at regularly scheduled intervals, the requester shall bear the cost of producing the electronic copy, including the fully burdened hourly rate of staff members required to construct the record or the cost charged by an outside programmer or consultant.
   
   iv. SVCE is not required to reconstruct electronic copies of records that are no longer maintained or available in an electronic format, or to release a record in electronic form if the release would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained.

5. Special Rules for FPPC Filings
   a. No later than the second business day following the day on which a request is received, reports and statements filed pursuant to the Political Reform Act (Gov’t Code §
81000 et seq.) must be made available for public inspection.

b. Pursuant to Government Code Section 81008, the fee for copies of reports and statements shall be ten cents ($0.10) per page.
Staff Report – Item 1n

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1n: SVCE 2017 Annual Power Source Disclosure Report Attestation

Date: 9/12/2018

RECOMMENDATION

Staff recommends that the Board approve the use of statistics reflected in SVCE’s 2017 annual Power Source Disclosure reports for purposes of preparing SVCE’s 2017 Power Content Label and endorse the accuracy of information presented in SVCE’s 2017 Power Source Disclosure report for GreenStart service.

BACKGROUND

California Public Utilities Code requires all retail sellers of electric energy, including SVCE, to disclose “accurate, reliable, and simple-to-understand information on the sources of energy” that are delivered to their respective customers. Applicable regulations direct retail sellers to provide such communications to customers following each year of operation. The format for requisite communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers. This format has been termed the “Power Content Label” (or PCL) by the California Energy Commission (CEC). Prior to distributing the PCL to its customers, SVCE annually submits a report regarding its specified power purchases to the CEC. This report is a required element of California’s Power Source Disclosure Program (PSD Program) and was timely submitted to the CEC prior to the June 1st reporting deadline. Both the aforementioned annual report and the PCL are required elements of California’s PSD Program, and information reflected in the annual report is contributory to the PCL (with the annual report’s power supply breakout being inserted in the PCL).

Information presented in the PCL includes the proportionate share of total energy supply attributable to various resource types, including both renewable and conventional fuel sources. SVCE’s Public Affairs team is in the process of designing the 2017 Power Content Label.

ANALYSIS & DISCUSSION

During the 2017 calendar year, SVCE successfully delivered a substantial portion of its electric energy supply from various renewable energy sources, including wind, solar, geothermal, hydroelectricity, biomass and biogas – for GreenStart customers, the percentage of supply attributable to renewable energy sources approximated 55 percent; for GreenPrime customers, renewable energy comprised 100 percent of the supply portfolio.

Consistent with applicable regulations, SVCE will complete requisite customer communications following the Board’s approval of pertinent information to be included in the 2017 PCL. Customers receiving PCL communications will include those enrolled in the SVCE program as of December 31, 2017 – the distribution list was derived based on prior discussions with designated CEC staff.

1 California Public Utilities Code Section 398.1(b) Note: that Section (b)(1), as referenced in the excerpt from applicable PSD regulations, refers to the completion of annual independent audits.
SVCE’s GreenPrime retail service option is a Green-e Energy certified product, conforming to guidelines established by the Center for Resource Solutions, the Green-e Energy program administrator. As part of this certification, SVCE must successfully complete an annual independent audit of power sources, ensuring the delivery of qualifying renewable energy to participating GreenPrime customers. Such audits were timely completed, noting “no exceptions” in related audit reports.

While preparing SVCE’s 2017 annual PSD report, staff performed a detailed review of all power purchases completed for the 2017 calendar year. This review included an inventory of all renewable energy transfers within SVCE’s Western Renewable Energy Generation Information System (WREGIS) accounts, pertinent transaction records, and requisite independent audits for SVCE’s voluntary GreenPrime, 100% renewable energy program, which also provides 100% renewable energy to participating customers. Based on staff’s review of available data and findings of the independent auditor (related to the GreenPrime product offering), the information presented in the annual report was determined to be accurate. Again, such information will be reflected in SVCE’s upcoming PCL for 2017 operations.

To fulfill its obligations under the PSD Program, SVCE must also provide the CEC with an attestation of its Governing Board regarding the accuracy of information included in the PSD annual reports.

Because SVCE’s GreenPrime product offering is independently audited (a process that was completed in June 2018 for the 2017 operating year), SVCE is proceeding with self-certification of its annual report for the GreenStart product offering, consistent with PSDP regulations. Evidence of such attestation (for GreenStart) as well as the aforementioned audit report (for GreenPrime) must be provided to the CEC by October 1st.

Should the Board endorse staff’s recommendation, a copy of this staff report, related meeting minutes and a copy of SVCE’s 2017 Audit Report for the Green Prime product offering will be forwarded to the CEC, thereby completing SVCE’s obligations under the PSD Program for the 2017 calendar year.

**STRATEGIC PLAN**
As referenced in SVCE’s Strategic Plan, SVCE will use various channels and platforms to cultivate relationships with and bring customer value to all segments of the communities we serve. Complying with these regulations will increase customer trust and continue SVCE’s transparency.

**ALTERNATIVE**
Should the Board choose not to endorse the information provided for the power content label, staff will need to file an extension with the CEC and hire an auditor to review SVCE’s data for compliance.

**FISCAL IMPACT**
N/A

**ATTACHMENTS**
1. 2017 SVCE Power Content Label
## 2017 POWER CONTENT LABEL

**Silicon Valley Clean Energy**

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<th>GreenStart</th>
<th>2017 CA Power Mix**</th>
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* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.
** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers during the identified year.

For specific information about this electricity product, contact:

**Silicon Valley Clean Energy**

1-844-474-SVCE (7823)

For general information about the Power Content Label, please visit:

[http://www.energy.ca.gov/pcl/](http://www.energy.ca.gov/pcl/)

For additional questions, please contact the California Energy Commission at:

844-454-2906
Staff Report – Item 1o

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1o: Authorize CEO to Execute an Amended Engagement Letter Increasing the Not-to-Exceed Amount For Services Related to the 2017 Renewables RFO, with Troutman Sanders LLP

Date: 9/12/2018

RECOMMENDATION
Authorize the Chief Executive Officer to approve an amendment to increase the Not-to-Exceed ("NTE") amount from $100,000 to $140,000 for the existing Engagement Letter with Troutman Sanders LLP for representation on behalf of Silicon Valley Clean Energy Authority ("SVCE") and Monterey Bay Community Power ("MBCP") as part of the September 2017 Joint RFO.

BACKGROUND
SVCE has two Engagement Letters in place with Troutman Sanders LLP for legal support services. The first is an evergreen Engagement Letter for general power supply support services, an NTE of $75,000 per fiscal year. The second, Engagement Letter ("Agreement") is for services in support of the September 2017 Carbon Free Energy and Storage Request for Offers ("Joint RFO"), which was approved by the Board at its March 2018 meeting subject to an NTE of $100,000 to be shared 45%-55% between MBCP and SVCE respectively. Three projects were shortlisted through the Joint RFO including one wind project and two solar plus storage projects. A Power Purchase Agreement (PPA) for the wind contract was approved by the respective Boards in July and is now fully executed.

ANALYSIS & DISCUSSION
Negotiations continue with two developers for the solar plus storage PPAs. The intensity, complexity and legal support needs related to these negotiations have exceeded staff's original assessment and as such the NTE amount of $100,000 is not sufficient to complete negotiations for the two remaining PPAs. An additional $40,000 is necessary to complete the negotiations which are expected to extend no later than October 31, 2018. The cost under the Agreement will be shared by MBCP and SVCE at the same rate.

STRATEGIC PLAN
The recommendation supports the Power Supply goals of the strategic plan.

ALTERNATIVE
Staff does not feel there is a prudent alternative than to continue using Troutman Sanders LLP to complete negotiations for the two remaining PPAs.

FISCAL IMPACT
SVCE’s expected cost of $22,000 associated with recommendation to increase the NTE is reflected in the proposed budget for fiscal year 2020.

ATTACHMENTS
1. Troutman Sanders LLP Amended Engagement Letter (redlined)
2. Troutman Sanders LLP Joint RFO Engagement Letter
March 8, September 4, 2018

VIA E-MAIL

Silicon Valley Clean Energy Authority
Attention: Girish Balachandran
333 W. El Camino Real, Suite 290
Sunnyvale, CA 94087

Re: Troutman Sanders LLP’s Representation of Silicon Valley Clean Energy Authority in Connection with the 2017 Joint RFO

Dear Mr. Balachandran:

We are pleased that you have requested Troutman Sanders LLP (the “Firm”) to continue to provide legal services to Silicon Valley Clean Energy Authority (“SVCEA”) and we thank you for the opportunity to be of assistance.

The purpose of this [This Amended] Engagement Letter (the “Agreement”) supersedes that certain Engagement Letter between the Firm and SVCEA dated March 8, 2018. The purpose of this Agreement is to verify your approval as to the scope of our engagement, the financial terms of our engagement, and all other aspects of this engagement, as follows:

1. Scope of Engagement. By means of this Agreement, SVCEA is engaging the Firm to provide legal services in connection with SVCEA’s energy procurement for its 2017 Joint RFO with Monterey Bay Community Power Authority (“MBCPA”), including support with negotiations with energy suppliers for up to three long-term power purchase and sale agreements (PPAs) to secure up to 700 GWh per year of energy from Carbon Free generation facilities and, if from solar PV generating facilities, to be combined with energy storage facilities. These legal services are collectively referred to below as the “Engagement.” The Firm will also be representing MBCPA in the 2017 Joint RFO.

2. Term. The term of this Agreement shall commence [commenced] as of the date hereof March 8, 2018 and shall remain in full force and effect through October 31, 2018 (the “Term”), or until terminated (the “Term”) by the earlier of: (i) the execution of PPAs with three (3) suppliers (it being understood that there may be a total of six (6) PPAs in total, with SVCEA and MBCPA each having three (3) PPAs each) under the 2017 Joint RFO, or (ii) either SVCEA or the Firm by providing thirty (30) days’ written notice of its intent to...
terminate this Agreement, subject to payment of any amounts owed for services previously rendered and, if requested by SVCEA, completion of any partially completed projects.

3. **Fees and Hourly Rates.**

The total amount of legal services for the Engagement shall not exceed one hundred forty thousand dollars ($140,000.00) (the “NTE Cap”) without prior approval from SVCEA. SVCEA will not be responsible for any fees incurred in excess of the NTE Cap unless expressly authorized by SVCEA in writing. If additional legal services are required that extend beyond the NTE Cap, SVCEA and the Firm shall agree in writing to the scope and cost of such additional services.

Our billing practice is to charge for our legal services, based primarily on the amount of time, including travel time, devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are based upon these professionals’ experience, expertise, and standing. I will be the attorney responsible for the performance of the Engagement and my hourly rate for this work is $595/hr. Where appropriate, I may use junior attorneys on this Engagement and the hourly rates for their work would typically range from $375-$540/hr. These rates are modified by the Firm from time to time, and any new rates would be implemented on a prospective basis and would apply only to legal services rendered after the effective date of the new rates.

We believe that our hourly rates are comparable with the rates charged for the same kinds of work by lawyers and other professionals of similar experience, expertise and standing. We try to use associate and paralegal support on projects where appropriate, and we will be happy to discuss the staffing of your project with you.

We will charge for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances; including preparation and participation; and telephone calls, including calls with you, other attorneys or persons involved with this matter, and governmental agencies. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for travel time, both local and out of town.

4. **Additional Services and Outside Expenditures.** Our legal representation may also involve additional services provided by vendors. We will obtain your advance approval before incurring any such additional services on your behalf. You will be required either to pay for these outside additional services directly, or to reimburse us if we make payment for these services on your behalf. We sometimes will make payment for, and then bill you for
have not obtained any information that would be adverse to your interests with respect to such claim, litigation or transaction.

14. Client. The Firm’s clients for the purpose of our representation are only the persons and entities identified in this Agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any of their shareholders, partners, officers, directors, agents, or employees.

If this Agreement correctly sets forth your understanding of the scope of the services to be rendered to you by the Firm and if all of the terms set forth in this Agreement are satisfactory, then please sign this Agreement and return it to me so that we will be engaged as your legal counsel. If the scope of services described is incorrect or if the terms set forth are not satisfactory to you, please let us know in order that we can discuss either aspect.

We look forward to working/continuing to work with you and thank you once again for the opportunity to be of service.

Sincerely,

TROUTMAN SANDERS LLP

Stephen C. Hall

I have read and understand the contents of this Agreement and consent to the Firm representing me on the terms set forth in this Agreement.

SILICON VALLEY CLEAN ENERGY AUTHORITY:

Dated: ________________, 2018

By: _______________________
Name: Girish Balachandran
Title: CEO
March 8, 2018

VIA E-MAIL

Silicon Valley Clean Energy Authority
Attention: Girish Balachandran
333 W. El Camino Real, Suite 290
Sunnyvale, CA 94087

Re: Troutman Sanders LLP’s Representation of Silicon Valley Clean Energy Authority in Connection with the 2017 Joint RFO

Dear Mr. Balachandran:

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The purpose of this Engagement Letter (the “Agreement”) is to verify your approval as to the scope of our engagement, the financial terms of our engagement, and all other aspects of this engagement, as follows:

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2. **Term.** The term of this Agreement shall commence as of the date hereof and shall remain in full force and effect until terminated (the “Term”) by the earlier of: (i) the execution of PPAs with three (3) suppliers (it being understood that there may be a total of six (6) PPAs in total, with SVCEA and MBCPA each having three (3) PPAs each) under the 2017 Joint RFO, or (ii) either SVCEA or the Firm by providing thirty (30) days’ written notice of its intent to terminate this Agreement, subject to payment of any amounts owed for services previously rendered and, if requested by SVCEA, completion of any partially completed projects.
3. **Fees and Hourly Rates.**

The total amount of legal services for the Engagement shall not exceed one hundred thousand dollars ($100,000.00) (the “NTE Cap”) without prior approval from SVCEA. SVCEA will not be responsible for any fees incurred in excess of the NTE Cap unless expressly authorized by SVCEA in writing. If additional legal services are required that extend beyond the NTE Cap, SVCEA and the Firm shall agree in writing to the scope and cost of such additional services.

Our billing practice is to charge for our legal services, based primarily on the amount of time, including travel time, devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are based upon these professionals’ experience, expertise, and standing. I will be the attorney responsible for the performance of the Engagement and my hourly rate for this work is $595/hr. Where appropriate, I may use junior attorneys on this Engagement and the hourly rates for their work would typically range from $375-$540/hr. These rates are modified by the Firm from time to time, and any new rates would be implemented on a prospective basis and would apply only to legal services rendered after the effective date of the new rates.

We believe that our hourly rates are comparable with the rates charged for the same kinds of work by lawyers and other professionals of similar experience, expertise and standing. We try to use associate and paralegal support on projects where appropriate, and we will be happy to discuss the staffing of your project with you.

We will charge for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances; including preparation and participation; and telephone calls, including calls with you, other attorneys or persons involved with this matter, and governmental agencies. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for travel time, both local and out of town.

4. **Additional Services and Outside Expenditures.** Our legal representation may also involve additional services provided by vendors. We will obtain your advance approval before incurring any such additional services on your behalf. You will be required either to pay for these outside additional services directly, or to reimburse us if we make payment for these services on your behalf. We sometimes will make payment for, and then bill you for reimbursement of smaller items such as filing fees, photocopying by outside copying services, electronic discovery services, recording fees, messenger services, service of process, and court fees. When there are substantial expenditures involving vendors (such as for discovery management, document production, depositions, expert witnesses, exhibit preparation, or airfare) or substantial out-of-pocket expenditures (such as extended field expenses, large outside copying jobs, or jury fees), we will require either that you pay those sums to us before we expend them, that you provide an advance
deposit for such expenditures, or that you directly contract with and pay the vendor. You will not be billed for any internal Firm costs incurred on your behalf, such as telephone (including long distance charges), telecopy charges, word processing, secretarial overtime, firm couriers, postage (including FedEx, UPS or similar overnight delivery services), printing and photocopying performed in-house.

5. **Monthly Statements and Payment Terms.** Our understanding is that fees and costs for our legal services in connection with this Engagement are intended to be shared 55% - 45% between SVCEA and MBCPA, respectively. Unless otherwise agreed, we will send a monthly statement of our charges for legal services and for reimbursement of payments under this Engagement to SVCEA, who will be responsible for remitting payment to the Firm, and MBCPA will reimburse SVCEA 45% of the invoiced amount. The detail in the monthly statement will inform you of the nature and progress of our work and of the charges and expenditures being incurred.

   Unless otherwise agreed, each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date.

   We specifically reserve the right to withdraw from representation of you and to cease performing immediately all services if we do not receive full payment of any amounts owed to us within thirty (30) days of any statement.

6. **Withdrawal From Representation.** The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. We encourage our clients to inquire about any matter relating to our engagement agreements or monthly statements which may be in any way unclear or appear unsatisfactory. If you do not meet your obligation of timely payments or deposits under this Agreement, we reserve the right to withdraw from your representation on that basis alone, subject of course to any required judicial, administrative, or other approvals.

   This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be such a termination, however, you would remain liable for all unpaid charges for services provided and expenditures advanced or incurred.

7. **Duties Upon Termination of Active Representation.** Upon termination of our active involvement in a particular matter for which we had previously been engaged, we will have no further duty to inform you of future developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged. If your matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post judgment services (such as recording abstracts, filing judgment liens, and calendar renewals of judgments) as are expressly agreed to by you and the Firm in writing and for which you will be obligated to pay.
8. **Document Storage Policies.** The Firm’s policy with regard to documents and other materials at the conclusion of a matter is to maintain them in storage for a period of no more than ten (10) years. All documents and other materials in our file will then be destroyed or discarded without notice to you. Accordingly, if there are any documents or other materials you wish to have retrieved from your file at the conclusion of a matter, it will be necessary for you to advise us of that request to ensure that they are not destroyed.

9. **Consent to Electronic Communications.** In order to maximize efficiency in this matter, we intend to use state of the art communications devices to the fullest extent possible (e.g., E-mail, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this letter, you acknowledge your consent to the use of these devices.

10. **Disclaimer of Guarantee.** Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

11. **Future Matters.** Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement.

12. **Entire Agreement.** This Agreement contains all terms of the agreement between us applicable to our representation of you, and may not be modified except by a written agreement signed by both of us.

13. **Future Conflict.** Our undertaking to represent you in the above matters will not act as a bar so as to prevent us from representing any existing or future client with respect to a claim, litigation or transaction adverse to you, so long as in the course of our representation of you we have not obtained any information that would be adverse to your interests with respect to such claim, litigation or transaction.

14. **Client.** The Firm’s clients for the purpose of our representation are only the persons and entities identified in this Agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any of their shareholders, partners, officers, directors, agents, or employees.

If this Agreement correctly sets forth your understanding of the scope of the services to be rendered to you by the Firm and if all of the terms set forth in this Agreement are satisfactory, then
please sign this Agreement and return it to me so that we will be engaged as your legal counsel. If the scope of services described is incorrect or if the terms set forth are not satisfactory to you, please let us know in order that we can discuss either aspect.

We look forward to working with you and thank you once again for the opportunity to be of service.

Sincerely,

TROUTMAN SANDERS LLP

Stephen C. Hall

I have read and understand the contents of this Agreement and consent to the Firm representing me on the terms set forth in this Agreement.

SILICON VALLEY CLEAN ENERGY AUTHORITY:

Dated: 3/15/2018

By: ____________________________
Name: Girish Balachandran
Title: CEO

cc: Tom Habashi, CEO of Monterey Bay Community Power Authority
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 2: CEO Report

Date: 9/12/2018

REPORT

SVCE Staff Update
The SVCE team is growing! Poonum Agrawal joined us Sept. 4 as a Senior Regulatory Analyst. Poonum comes to us from the California Public Utilities Commission where she worked as an analyst.

SVCE welcomed four additional employees in August/September: one intern for support with program development (Nathan Iltis), a temporary staff member for our Power Resources group to assist with modeling (Jane Ratchye), a climate corp fellow to assist with community outreach (Colleen McCamy), and a temporary employee to assist with administrative tasks and process improvements (Karen Pauls).

Many of these positions are providing support to existing staff in the interim since a majority of open positions will not be hired for several months.

Moody’s Meeting
On August 22nd, the CEO and Director of Finance and Administration met with representatives of Moody’s Rating Agency at SVCE’s office. Discussion included an overview of the agency, regulatory risk, financial planning and obtaining of a credit rating. Follow up meetings with Moody’s will occur.

September 18 Design Charrette for Flagship Programs
Staff is organizing the Silicon Valley Clean Energy Design Charrette: The Future is Electric (abbr. "Charrette"), an all-day, hands-on rapid prototyping workshop with a select group of academics, industry thought leaders, entrepreneurs, community stakeholder representatives, regional agencies, and clean energy practitioners. In this Charrette, participants will provide feedback and coaching, and engage in productive problem-solving and ideation to design potential flagship programs to realize the bold vision of a decarbonized, electric future.

Customer Segmentation and Development of Email Channel
Between August 21 and 25, the Account Services and Community Relations team conducted a first round of preference surveys via email to approximately 4,500 randomly-selected residential customers. Survey response data will support market segmentation and identification of customer ‘personas’. This foundational information is important for targeting our customer messaging, and planning and delivery of successful decarbonization programs. The incentive for customers to fill out the survey is entry in a drawing for $100 off the generation portion of their energy bill.

SVCE is using this opportunity to begin building a customer communication channel via email, among the first CCAs to do so. This is the first email touch-point for customers whose email addresses we have received on
file. To help SVCE learn how best to utilize the email channel, surveys are being sent in batches, at different
times and with varying subject lines. This information is correlated with open rates and response rates. In
addition, customers can elect to subscribe to SVCE monthly newsletters, or unsubscribe from future marketing
response should they wish. During the survey period, SVCE had 1,625 opens (36%), 215 survey responses (5%), 86 monthly newsletter sign-ups (2%), and 89 ‘unsubscribes’ (2%). SVCE staff is in the
process of analyzing survey data from this first round, and planning for subsequent survey rounds during
September and October.

2017 -2018 SVCE Community Benefit Summaries

In the first half of September, staff will be sending individual one-page community benefit summaries to each
member agency, addressed to respective SVCE Board members and city (agency) managers. The summaries
will highlight GHG reductions and dollar savings achieved, and key community-specific events and territory-
wide results during the 2017/2018 fiscal year. In addition, electronic copies of the SVCE GHG and Energy
Asset presentation from the July board meeting and respective GHG inventory data and energy asset files will
be also be included.

These materials are intended to help member agencies understand their community’s respective achievements
with Silicon Valley Clean Energy to date, and catalyze community engagement in expanded clean energy
programs going forward. SVCE staff will be happy to meet with member agencies, and/or participate in
presentations at council meetings as requested.

JPA of JPAs Update
Several CCAs have discussed creating a super-JPA that could provide economies-of-scale and higher quality
services related to power procurement, risk management, data management, program delivery and other
services. Subsequent to updating the Executive Committee on this initiative in July, there has been no
measurable staff progress on this initiative. Questions from each CCA has been shared with attorneys from
multiple CCAs and another version of the super-JPA agreement is being drafted. Additionally, several CCAs,
including SVCE have discussed developing a bilateral agreement that focuses on a specific initiative, such as
data management.

Long-Term Joint RFO Update
SVCE staff, along with staff from Monterey Bay Community Power (MBCP), continue negotiations with two
developers to acquire long-term rights to the output of two solar plus energy storage projects located in
California. Staff had hoped to bring at least one of the two projects to the Board for approval in September,
however staff and the developers are fine tuning the parameters and contract terms related to the operation
of the energy storage component for both contracts. Staff will continue negotiations in an attempt to bring
one or both projects to the Board for approval at its October meeting.

The Corona Wind project with Duran Mesa LLC ("Pattern") approved by the Board at the July 11, 2018
meeting has been signed by both parties and executed on July 20th. The project is expected to be on-line at
the end of 2020 and will deliver 200 MW of renewable energy for a term of 15 years.

Office Expansion Update
Due to significant uncertainty in certain regulatory proceedings and the accompanying uncertainty in net
revenue, the CEO has decided to defer consideration of an office expansion at this time. Facility options will be
reviewed prior to the FY 2019-20 budget.

CEO Agreements Executed
The following agreements have been executed by the CEO, consistent with the authority delegated by the
Board:

1) Abbot, Stringham & Lynch: Agreement for Green-E Certification services, not to exceed $6,500
2) Hyde Engineering Services, Inc.: Agreement for energy storage power purchase agreement services, not to exceed $10,000
3) Municipal Resource Group: Human resource services, not to exceed $10,125
4) Vincent Dicarolis: Strategic Marketing Consulting Services, not to exceed $19,200
5) Bryce Consulting: Recruiting services, not to exceed $24,500
6) Claremont Partners, Inc.: Benefits services, not to exceed $23,500

**CEO Power Supply Agreements Executed**
The following power supply agreements have been executed by the CEO, consistent with the authority delegated by the Board:

<table>
<thead>
<tr>
<th>Counterparty Name</th>
<th>Execution Date</th>
<th>Transaction Type</th>
<th>Product</th>
<th>Start Date</th>
<th>End Date</th>
<th>Notional Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monterey Bay Community Power Authority</td>
<td>7/11/18</td>
<td>Sale</td>
<td>System Resource Adequacy Capacity</td>
<td>10/1/18</td>
<td>10/31/18</td>
<td>($38,500.00)</td>
</tr>
<tr>
<td>Marin Clean Energy Authority</td>
<td>7/12/18</td>
<td>Purchase</td>
<td>System Resource Adequacy Capacity</td>
<td>11/1/18</td>
<td>11/30/18</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Peninsula Clean Energy Authority</td>
<td>7/19/18</td>
<td>Purchase</td>
<td>System Resource Adequacy Capacity</td>
<td>10/1/18</td>
<td>10/31/18</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Pacific Gas &amp; Electric Company</td>
<td>8/7/18</td>
<td>Purchase</td>
<td>System Resource Adequacy Capacity</td>
<td>10/1/18</td>
<td>10/31/18</td>
<td>$83,850.00</td>
</tr>
<tr>
<td>Morgan Stanley Capital Group</td>
<td>8/13/18</td>
<td>Purchase</td>
<td>Fixed-price energy for hedging</td>
<td>8/15/18</td>
<td>9/30/18</td>
<td>$3,918,239.36</td>
</tr>
</tbody>
</table>

These agreements are attached.

**ATTACHMENTS**
1. Regulatory/Legislative Update, August 2018
2. Community Outreach Update, August 2018
4. Power Supply Agreements Executed
SVCE Regulatory and Legislative Update
August 2018
Hilary Staver, Manager of Regulatory and Legislative Effectiveness

Regulatory Summary
The PCIA and the conclusion of the legislative session take precedence over all else this month. With the legislative session ending August 31st and the PCIA Proposed Decision and Alternate Proposed Decision due for a vote before the Commission on September 13th, we are running at full advocacy capacity on both the regulatory and legislative fronts. Thank you for your help on both issues; it makes a great deal of difference!

Looking forward to the fall, expect the Resource Adequacy and Integrated Resource Planning proceedings to again rise to prominence. The RA proceeding has been on hiatus since early August. However, this is only because the emerging scope of the issues it’s trying to address has ballooned so significantly that the Commission has thrown out the proceeding schedule and put everyone on hold while staff develop a more extensive one. This proceeding gets to the heart of questions about how the growth of CCAs should affect California’s approach to reliability, so it will be a top priority once it ramps up again. Expect significant resource expenditure and updates later this fall.

On the Integrated Resource Planning side, things have been quiet since the August 1st deadline and a subsequent August 7th workshop. CPUC staff need time to read and process the IRPs before tackling the question of what exactly “approval” will look like. The Commission process for approving IRPs was left ambiguous in the last Decision in this proceeding (2/28/18), because this is the first round of IRP the state has undertaken and the structure and content of the IRPs were still being developed at the time. However, now that CPUC staff have the IRPs in front of them, expect a ruling laying out the approval process steps in the coming month. This may include additional workshops, evidentiary hearings, or other opportunities for Commission staff to gather further insight into the IRPs. If necessary, CCAs may need to reassert the legal boundaries of our right to procurement autonomy.

Regulatory Update

<table>
<thead>
<tr>
<th>PCIA Reform Rulemaking (R. 17-06-026)</th>
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<tbody>
<tr>
<td><strong>Recall:</strong> On 7/10/17 the California Public Utilities Commission (CPUC) released an Order Instituting Rulemaking (OIR) “to Review, Revise, and Consider Alternatives to the Power Charge Indifference Adjustment.” The OIR dismisses the investor owned utilities’ (IOUs’) PAM application, and opens a new proceeding to consider reforms to the PCIA more broadly. On 4/2/18, CalCCA submitted Opening Testimony that lays out a portfolio of suggested improvements to the PCIA. These range from incremental improvements to the market price benchmark to longer-term structural changes, such as securitization of utility-owned generation and an auction of IOU RPS and GHG-free resources to more accurately assess their market value. Rebuttal testimony followed.</td>
</tr>
<tr>
<td><strong>On 8/1/18, the CPUC released a Proposed Decision (PD) that is a mixed bag for CCAs,</strong> likely with a roughly neutral effect on the PCIA amount in coming years. The PD ignores CalCCA’s proposals on how to reconstruct the capacity and RA portions of the Market Price Benchmark (MPB), the metric used to approximate the market resale value of the IOUs’ excess resources. (Recall that the PCIA consists of the difference between what an IOU paid for its excess resources and...</td>
</tr>
</tbody>
</table>
the amount it could theoretically recover by re-selling them, so a lower MPB means a higher PCIA and vice versa). The PD’s choices for MPB restructuring will likely lower the MPB (and raise the PCIA), but this impact is offset by the PD accepting CalCCA’s arguments that pre-2002 utility owned generation (UOG) should be excluded from cost recovery through the PCIA altogether (it is currently included). Several smaller components also fall in CCAs’ favor, such as a PCIA cap/collar and an affirmation of the ten-year limit on PCIA cost recovery for post-2002 UOG.

- **Final oral arguments were held on 8/2/18.** Parties gave their initial responses to the PD (“initial” since the PD had been released only the night before) before all five CPUC commissioners.

- **An Alternate PD (APD) was released on 8/14/18.** The APD is a significantly worse outcome for CCAs than the PD. Most notably, it removes the pre-2002 UOG exclusion, which was the factor most responsible for the PD’s overall neutral impact despite the reductions the PD makes to the MPB. With the loss of the exclusion and also the ten-year cost recovery limit on post-2002 UOG, the APD would cause significant PCIA increases.

- **Both the PD and the APD are scheduled to be voted on at the 9/13/18 Commission voting meeting.** Before then, SVCE, CalCCA, and the CCA community will be engaging in rigorous outreach at the Commission. SVCE staff will request assistance from the Board as needed.

### Integrated Resource Planning (IRP) (R. 16-02-007)

- **Recall:** [This rulemaking was opened for the purpose of implementing the electricity sector’s share of CA’s GHG emissions mitigation goals as put forth in SB 350. The IRP process requires load serving entities (LSEs) to develop long-term procurement roadmaps and share them with the CPUC to facilitate sector-wide planning.

- **On 9/19/17,** the CPUC released the Proposed Reference System Plan (RSP). The RSP is a statewide study that serves as a benchmark for what the Integrated Resource Plans (IRPs) of all the LSEs need to achieve in aggregate in order to meet CA’s GHG emission reduction goals.

- **On 12/28/17,** the CPUC released a Proposed Decision (PD) containing further requirements for IRP content and compliance protocol. This PD significantly expanded CPUC authority over CCA IRPs, allowing the CPUC to review and approve them despite the language in SB 350 specifying certification only. Despite strong advocacy from the CCA community, the PD was passed unanimously at the 2/28/18 Commission meeting.

- **On 4/3/18,** the CPUC released a Ruling on the GHG accounting methodology to be used in the IRP process. The ruling adopts the Clean Net Short (“CNS”) methodology, which was originally proposed by PG&E and struck from the 2/8 IRP Decision after opposition from CalCCA and other stakeholders. CNS is based on hourly comparison between supply and demand curves for each load serving entity.

- **On 8/1/18,** SVCE and CCAs around the state submitted Integrated Resource Plans to the CPUC.

- **Stakeholders now await Commission action on the IRPs, more specifically a ruling laying out the details of the approval process.** This process was left ambiguous in the 2/28/18 Decision in this proceeding, but may include additional workshops, evidentiary hearings, or other stakeholder engagement.

### CCA Rulemaking (R. 03-10-003)

- **Recall:** [On 7/7/17, SVCE and other CCAs filed testimony through CalCCA proposing an updated methodology for calculating the Financial Security Requirement (FSR, aka bond) that new CCAs must pay as insurance against failure and dissolution. In contrast to the IOUs’ argument for including an estimated cost of emergency procurement for involuntarily...]

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**Item 2**  
**Attachment 1**
returning customers, CalCCA proposed that the FSR should cover only the administrative costs of re-incorporation. Evidentiary hearings and briefs were held and filed, respectively, in fall 2017.

- On 4/6/18, the Commission released a Proposed Decision (“PD”) in this proceeding with a methodology for the new CCA bond requirement. The Financial Security Requirement (“FSR, aka “CCA bond”) was to include both the administrative costs of customer transition back to the IOU as well as an estimate of six months of incremental procurement costs. Incremental procurement costs were be estimated as the difference between market energy rate and the IOU generation retail rate, so in low-price market conditions the net incremental procurement cost could be negative. Negative procurement costs were allowed to offset administrative costs down to a total FSR of $0. On 5/29 the CPUC released an updated Proposed Decision that, among other small changes, raised the minimum FSR to $147k. This is the same minimum used in the bond methodology for Energy Service Providers (“ESPs,” aka direct access energy providers). The updated PD was approved by the Commission on 5/31. Implementation of the new FSR is expected to take place in fall 2018.

- Although this proceeding is officially closed, informal collaboration between CCAs, IOUs, and Commission staff continues in order to clarify implementation details of the new FSR amounts.

- SVCE’s new, customized FSR has been confirmed at $147k, the minimum amount required by the new methodology. This was expected based on SVCE staff analysis of the new methodology and current market conditions. For comparison, the interim FSR SVCE paid before launching was $100k, which the CPUC will now return to SVCE.

<table>
<thead>
<tr>
<th>Resource Adequacy (R. 17-09-020)</th>
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<tr>
<td><strong>Recall:</strong> On 9/28/17, the CPUC issued an Order Instituting Rulemaking (OIR) opening a new Resource Adequacy (RA) proceeding. This proceeding is the successor to R.14-10-010, and is implementing the RA program for RA compliance years 2019 and 2020. However, in addition to conducting routine program administration, the OIR for R.17-09-020 calls for making structural improvements to the RA program and asks stakeholders to suggest such improvements.</td>
</tr>
<tr>
<td>The CPUC released a Scoping Memo on 1/18/18. The Scoping Memo divides the proceeding into three tracks in order of decreasing urgency. The most urgent issues, including questions about compliance and cost allocation related to load migration (ie CCA launches and expansions) are included in Track 1. In February and March 2018, a group of Joint CCA Parties including SVCE submitted Track 1 Proposals with changes to the RA program, followed by comments and reply comments on the proposals of other parties.</td>
</tr>
<tr>
<td>On 5/22, the CPUC released a Proposed Decision (“PD”) in Track 1 of this proceeding. The PD addressed system, local, and flexible RA obligations for 2019 (ie, how much RA is needed system-wide in each of these three categories), and then delved into the structure of the RA program itself. The PD found that for local RA, which is used to prevent capacity shortages in transmission-constrained areas, the status quo of an annual compliance requirement was insufficient. The PD determined that there should be a multi-year local RA requirement, extending the length of local RA contracts to three to five years. It also found that local RA procurement should be done by a central buyer rather than individual LSEs, a measure designed to prevent the occurrence of sublocal RA deficiencies despite all LSEs having fulfilled their RA obligations. The PD set up the opportunity for stakeholders to propose program structures in Track 2 that meet the requirements of a three- to five-year local RA obligation procured by a central buyer.</td>
</tr>
</tbody>
</table>
The Commission approve the Track 1 PD on 6/21/18. Given the potential impacts of this proceeding on all CCAs, CalCCA took over from the Joint CCA Parties in Track 2. CalCCA has assembled an RA Working Group tasked with participating in this proceeding on behalf of CalCCA’s entire membership. SVCE is an active contributor to the working group.

CalCCA submitted Track 2 opening testimony on 7/10/18. As in the PCIA proceeding, CalCCA proposed a two-part solution divided into short- and long-term solutions. In the short term, CalCCA proposed a 3-year local RA requirement with CAISO playing the role of central buyer. However, CalCCA’s solution allows load serving entities (LSEs) to maintain most of their RA procurement autonomy. Rather than procuring all local RA, the central buyer would contract only with a) plants identified at the beginning of the local RA procurement process as critical to reliability regardless of the status of other plants in the region, and b) plants identified at the end of the local RA procurement process as critical to reliability given what other local RA resources LSEs have already procured in the region. In between, LSEs would continue their local RA procurement as before, with a slightly lower capacity requirement reflective of the initial round of critical procurement conducted by the central buyer. In the longer term, CalCCA’s proposes a process for identifying and developing non-wires alternatives aimed at eliminating local RA requirements altogether.

The original schedule for this proceeding had rebuttal testimony due 8/8/18. However, after opening testimony was submitted, it quickly became apparent to both stakeholders and the Commission that the breadth of ideas represented and the extent of the changes they would make to existing market structures was too great to be adequately addressed in the original schedule for the proceeding. At a prehearing conference held on 8/1/18, the Commission suspended the existing schedule and asked that rather than producing rebuttal testimony on 8/8/18, stakeholders submit procedural comments suggesting a more appropriate scope and schedule for the proceeding.

CalCCA submitted procedural comments on 8/8/18, and stakeholders now await a ruling from the Commission setting a new scope and schedule for the remainder of the proceeding. Commission staff have indicated that this is likely to consist of a series of additional workshops throughout the fall, followed by a new due date for rebuttal testimony.

Recall: AB 1110 (Ting, Chapter 656, Statues of 2016) was passed in 2016 for the purpose of augmenting the information available to electricity consumers in the annually-distributed Power Content Label (PCL). AB 1110 requires that, starting in 2020, the PCL will include the greenhouse gas emissions intensity (in lbs CO₂e/MWh) of each LSE’s portfolio (or, if it offers multiple electricity products, of each individual product) in addition to portfolio resource composition. AB 1110 also directs the California Energy Commission (CEC) to develop guidelines on how to treat unbundled RECs when calculating the power mix and GHG intensity metrics.

On 6/27/17, the CEC released its proposed implementation plan for AB 1110. The proposal contained several provisions that would guarantee a non-zero emissions intensity for SVCE. Most importantly, the CEC proposed that for the purposes of calculating carbon intensity, PCC2 (aka “bucket 2”) RECs would have the emissions profile of the substitute energy that firms and shapes the energy product (usually gas) rather than that of the zero-carbon resource that generates the RECs. Secondly, PCC3 (unbundled) RECs would be reported in a footnote but not included in power mix or GHG intensity calculations. MWh for which SVCE has purchased unbundled RECs would thus no longer be carbon-free either.

On 1/17/18, the CEC issued an updated version of the AB 1110 Implementation Proposal. However, the updates did not change the treatment of PCC2 (ie “bucket 2”) renewables.
- **No New Updates**: After taking additional stakeholder feedback, CEC staff are working on another updated Staff Proposal. This is now expected in September 2018.

| Tree Mortality NBC  | **Recall:** In 2016, an emergency proclamation by Governor Brown and a bill passed by the legislature (SB 692) separately ordered the IOUs to procure extra energy from biomass in order to dispose of trees killed by the drought. SB 692 explicitly authorized the IOUs to recover the above-market cost of this procurement through a new non-bypassable charge (NBC), while Governor Brown’s proclamation did not. The IOUs advocated for combining the procurement costs of these two mandates and recovering both through a single new NBC. On 7/14/17, CalCCA submitted a Motion challenging a pre-hearing conference ruling in which the Administrative Law Judge (ALJ) erroneously determined the IOUs’ proposed combined NBC to be legal and acceptable. |
|-------------------|---
| (A. 16-11-005)    | A workshop was held on 12/12/17, in which CCA and IOU representatives discussed the methodology for valuing the biomass resources that would form the basis of the new tree mortality NBC. The conversation revealed some common ground, particularly regarding the importance of consistency with the outcome of the ongoing PCIA reform proceeding. However, the workshop agenda explicitly excluded discussion of whether procurement mandated by Governor Brown’s emergency proclamation, which was not explicitly authorized for cost recovery via NBC, could be lumped in with the SB 692 procurement in the new NBC. |
|                   | On 3/14/18, the Commission responded to and denied CalCCA’s July 2017 Motion on the treatment of procurement costs associated with Governor Brown’s 2016 emergency proclamation. |
|                   | On 4/17/18, the CPUC released a ruling laying out the methodology for calculating the tree mortality NBC. The methodology was straightforward, calculating the above-market costs of the biomass procurement by subtracting energy and ancillary services revenue plus the average 2016 per-MWh RPS contract cost from the per-MWh cost of the biomass contracts. |
|                   | On 5/30/18 the CPUC released a (very late) Scoping Memo for this proceeding, including a proceeding schedule that added testimony, hearings, and briefing. |
|                   | On 6/28/18, CalCCA submitted brief testimony reiterating our position from the December workshop. CalCCA maintained that the CPUC should avoid litigating the value of similar types of resources in multiple proceedings at the same time. The biomass contracts at the center of this proceeding should be valued according to the PCIA methodology, or whatever alternative comes out of the current PCIA proceeding. |
|                   | CalCCA submitted rebuttal testimony and a closing brief on 7/18/18 and 8/13/18 respectively. The materials maintain CalCCA’s position that the valuation methodology adopted in the PCIA proceeding should be used to value the biomass contracts at issue in this one, including after reviewing the PCIA PD released on August 1st. |
|                   | Reply briefs are due 8/31, after which stakeholders will await the release of a Proposed Decision. |

| Low Carbon Fuel Standard | **Recall:** On 12/4/17, SVCE submitted a second set of comments advocating for CCAs to become eligible for all or a portion of the Low Carbon Fuel Standard credits currently allocated to Electric Distribution Utilities (ie, IOUs). |
|--------------------------|---
|                           | On 6/20/18, the Air Resources Board released its proposed 2018 amendments to the Low Carbon Fuel Standard policy. The amendments expand CCA opportunities to earn LCFS credits for reducing the emissions intensity of the electricity |
**California Customer Choice Project** (CCCP)

- **Recall:** Starting in spring 2017, the California Public Utilities Commission (CPUC) has hosted a series of stakeholder engagement events devoted to re-opening broader retail competition in the electricity sector. This started with an En Banc Hearing on consumer and retail choice in May 2017. On 10/31/17, the CPUC held an all-day workshop in Sacramento featuring presentations from several state and countries (Texas, the UK, New York, Illinois, etc) that have at least partial competition in their retail electricity markets.
- On 5/3/18, the CPUC released a white paper (the “Green Book”) on the future of customer choice in California. The paper reviewed several case studies from other states and countries that have implemented versions of retail choice in their electricity markets, and characterized California’s situation as a precarious one at risk for another energy crisis. CalCCA submitted comments on the Green Book on 6/11/18, and an en banc hearing to take public stakeholder comment was held on 6/22/18.
- The final, revised version of the Green Book was released on 8/7/18. The final version does not contain significant changes and did not generate the level of media or public attention that the original did.
- Stakeholders are now awaiting release of a staff proposal on how to address the major threats identified in the Green Book, which is expected in October 2018.

**Petition for Modification of D. 12-12-036**

- **Recall:** On January 30, the three investor-owned utilities (IOUs: PG&E, SCE, and SDG&E) filed a Petition for Modification of D.12-12-036. This Decision, passed in 2012, established a Code of Conduct and accompanying enforcement mechanisms related to IOU interactions with CCAs. D 12-12-036 was passed as part of the implementation process for SB 790, a 2011 law requiring limitations on IOU activities that was motivated by PG&E’s misuse of ratepayer resources and information while attempting to stymie the formation of MCE in 2010. The Petition for Modification (PfM) argues for removal of the limitations on both public marketing and lobbying of elected officials about CCAs, grounding the request in 1st Amendment arguments about free speech combined with the increasing popularity of the CCA model across the state. The IOUs can already do both of these things if they establish Independent Marketing Divisions (IMDs) that meet certain criteria for independence set by the CPUC (SDG&E is the only one of the three that has done this so far). However, this PfM would abolish the IMD requirement and allow the IOUs to engage directly in marketing and lobbying activities with no firewall. CalCCA submitted a response to the Petition for Modification (PfM) on 3/1/18.
- **No new updates:** Parties are now awaiting the Commission’s response to the PfM. The rules governing PfMs allow the Commission to respond at its leisure with no timeline restrictions, up to and including never responding at all. We therefore do not know how soon to expect Commission action.
Legislative Update

The 2018 legislative session concluded on August 31, 2018. Thank you all for your advocacy on behalf of SVCE and the CCA community. Please refer to the staff presentation for an up-to-date summary of final outcomes.
Account Services and Community Relations Update
August – September 2018

1. Events and Presentations

Staff continue to attend community events and provide presentations about SVCE to community groups as requested. We sponsored and attended community events throughout the summer allowing for prominent advertising space as well as opportunities to engage with the public at booths. We also sponsored the Santa Clara County Fair and the Gilroy Garlic Festival, some of the largest events in our service territory.

Completed and Upcoming Events:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event Description</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 12</td>
<td>6:30 – 8 PM</td>
<td>Campbell Summer Concert Series – sponsor and tabling</td>
<td>Orchard City Green, Campbell</td>
</tr>
<tr>
<td>July 14 – 15</td>
<td>10 AM – 6 PM</td>
<td>Los Altos Art and Wine Festival – sponsor and tabling</td>
<td>Downtown Los Altos</td>
</tr>
<tr>
<td>July 17</td>
<td>6:30 – 8 PM</td>
<td>Milpitas Summer Concert Series – sponsor and tabling</td>
<td>Murphy Park, Milpitas</td>
</tr>
<tr>
<td>July 22</td>
<td>5 – 7 PM</td>
<td>Los Gatos Music in the Park – sponsor and tabling</td>
<td>Civic Center Lawn, Los Gatos</td>
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<tr>
<td>July 26</td>
<td>5:30 – 8:30 PM</td>
<td>Mountain View Thursday Night Live – sponsor and tabling</td>
<td>Downtown Mountain View</td>
</tr>
<tr>
<td>July 27 – 29</td>
<td>10 AM – 7 PM</td>
<td>Gilroy Garlic Festival – sponsor</td>
<td>Christmas Hill Park, Gilroy</td>
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<tr>
<td>August 1</td>
<td>8 AM – 5:30 PM</td>
<td>USGBC GreenBuilder Conference – tabling</td>
<td>UCSF Mission Bay Conference Center, San Francisco</td>
</tr>
<tr>
<td>August 2</td>
<td>1 – 2 PM</td>
<td>Mountain View Senior Center Presentation – presentation and Q&amp;A</td>
<td>Mountain View Senior Center</td>
</tr>
<tr>
<td>August 2 – 5</td>
<td>11 AM – 11 PM</td>
<td>Santa Clara County Fair – sponsor</td>
<td>County Fairgrounds, San Jose</td>
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<tr>
<td>August 3</td>
<td>6 – 9:30 PM</td>
<td>Morgan Hill Friday Night Music Series – sponsor and tabling</td>
<td>Downtown Amphitheater, Morgan Hill</td>
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<td>August 19</td>
<td>12 – 4 PM</td>
<td>GreenTown Los Altos Energy Day – sponsor and tabling</td>
<td>Los Altos Downtown Green</td>
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<tr>
<td>September 8</td>
<td>11:30 AM – 2 PM</td>
<td>Picnic in the Park – sponsor and tabling</td>
<td>Vasona Lake County Park, Monte Sereno</td>
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<tr>
<td>September 15</td>
<td>10 AM – 5 PM</td>
<td>Silicon Valley Fall Festival – sponsor and tabling</td>
<td>Memorial Park, Cupertino</td>
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<tr>
<td>September 15</td>
<td>10 AM – 2 PM</td>
<td>Sunnyvale State of the City – tabling</td>
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<tr>
<td>September 22</td>
<td>1 – 7 PM</td>
<td>Eat Drink Los Gatos – sponsor</td>
<td>Downtown Los Gatos</td>
</tr>
<tr>
<td>September 22</td>
<td>11 AM – 2 PM</td>
<td>Go Go Biblio Kick-Off Celebration – tabling</td>
<td>Los Altos Public Library</td>
</tr>
</tbody>
</table>
2. **Upgrade and Opt Out Update**

Below is the number of GreenPrime Upgrades and Opt Outs as of August 26, as well as the total opt out percentage in overall accounts, and opt out percentage by load. The percentages are now calculated including Milpitas accounts.

<table>
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<tr>
<th></th>
<th>Upgrade</th>
<th>Opt Out</th>
<th>Opt Out by Account Type</th>
<th>Total Opt Out, All Accounts</th>
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<tr>
<td>Residential</td>
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<td>Commercial</td>
<td>1,807</td>
<td>778</td>
<td>2.79%</td>
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</table>

3. **Santa Clara County and City of Milpitas Upgrade to GreenPrime**

This summer, the City of Milpitas and Santa Clara County upgraded all their accounts to GreenPrime. With these two agencies, we now have all 13 SVCE members powered by 100% renewable energy. SVCE is the first CCA to have all member agencies select the premium renewable product. The communications team is developing a press release and pursuing media opportunities to celebrate this accomplishment.

4. **Member Agency Working Group Update**

The Member Agency Working Group (MAWG) met on July 26 to recommend the top program priorities for their community, as well as to identify program alignment with SVCE.

The meeting covered the following topics:
- **SVCE Update**
  - Communications and outreach activities
  - Regulatory and legislative update
- **MAWG Program Priorities**
  - Top ranked specific initiatives
    - All Electric Building Codes
    - Identify Barriers to Electrification w/in municipal codes et al
    - EV Readiness Plan
    - EV Charging for Multi-Unit dwellings
    - Heat Pumps for Existing Buildings
    - Residential Energy Coaching
    - Hydrogen fuel cell powered by organic waste
- **Other Items/Future Topics**
  - Aimee will discuss preliminary decarbonization roadmap, including MAWG’s priorities during the next meeting on August 30.

At the monthly meeting of the Member Agency Working Group on August 30th, several key items were reviewed, including critical legislative and regulatory items in process, and a
draft of the high-level program roadmap. Legislative and regulatory items included expansion of Direct Access (SB 237) and the PCIA proceeding, and potential implications for SVCE. In response to a request from MAWG members, SVCE will include an agenda item at the next MAWG meeting regarding advocacy on key SVCE/CCA positions, related communication, and possible leverage with City staff. The high-level program roadmap presentation included several top program priorities initially identified by the MAWG at the preceding monthly meeting in August.

5. Commercial and Industrial Customer Outreach
Our next ‘Watts for Lunch’ commercial and industrial customer roundtable is scheduled for Thursday, September 20th and will be hosted by Google in Sunnyvale. The primary topic for the meeting will be energy storage. Presenters from the Electric Power Research Institute (EPRI), Advanced Microgrid Solutions, and Stanford University will discuss the latest in behind-the-meter energy storage trends, including both battery electric and thermal technologies.

6. Media

Articles:
  - Both Pattern Energy and Monterey Bay Community Power released press releases regarding our joint power purchase agreement, and below are more articles that were picked up by various news sources.
  - California to Import Power From New Mexico Wind Farm by 2020 – *Bloomberg*, 7-31-2018
  - Pattern Development signs PPAs for 200-MW wind project in New Mexico – *Renewables Now*, 7-31-2018
  - California Agencies Sign PPAs For Pattern’s New Mexico Wind Farm – *North American Wind Power*, 7-31-2018
  - Community Briefs – *Mountain View Voice*, 8-10-2018

Other Media:
- There is a New Utility in Town: Silicon Valley Clean Energy, *The Energy Show with Barry Cinnamon*, 6-30-2018
  - John Supp, Account Services Manager, was featured in this podcast to discuss SVCE
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<tr>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
<th>JANUARY 2019</th>
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<td><strong>Board of Directors, Sept. 12:</strong></td>
<td>Board of Directors, Oct. 10:</td>
<td>Board of Directors, Nov. 14:</td>
<td>Board of Directors, Dec. 12:</td>
<td>Board of Directors, Jan. 9:</td>
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<td>Solar Contract 2 of 2</td>
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<td>Chair/Vice Chair/Committee Selection Process Discussion</td>
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<td>Rates Discussion</td>
<td>*Potential BOD Workshop and Reg/Legislative Workshop (date TBD)</td>
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<td><strong>Executive Committee, Sept. 25:</strong></td>
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<td>Chair/Vice Chair/Committee Selection Process Discussion</td>
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<td><strong>Customer Program Advisory Group, Sept. 19:</strong></td>
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<td><strong>Finance &amp; Admin Committee, Sept. 4:</strong></td>
<td>Finance &amp; Admin Committee, Dec. 5</td>
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<td>Recommended FY 18-19 Budget</td>
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<td>Third Quarter Financial Review</td>
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<td>Compensation and benefits update</td>
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<td>Investment strategies update</td>
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<td>Credit Agreement for line of credit</td>
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<td>Amended Cell Phone Policy</td>
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<td>Closed Session, Office Lease Expansion</td>
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MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER - RESOURCE ADEQUACY
BETWEEN
MONTEREY BAY COMMUNITY POWER AUTHORITY
AND
SILICON VALLEY CLEAN ENERGY AUTHORITY

This Confirmation Letter ("Confirmation") confirms the Transaction between Monterey Bay Community Power Authority, a California joint powers authority ("Seller") and Silicon Valley Clean Energy Authority, a California joint powers authority ("Buyer"), each individually a "Party" and together the "Parties", dated as of July 11, 2018 (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Article 3 of this Confirmation.

This Transaction is governed by the Western System Power Pool Agreement, effective as of June 21, 2018, as amended from time to time (the "WSPP Agreement"). The WSPP Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement or the Tariff (defined herein below).

ARTICLE 1. DEFINITIONS

1.1 "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer from a Replacement Unit in accordance with the terms of Section 4.5.

1.2 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body of competent jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.

1.3 "Availability Incentive Payments" has the meaning set forth in the Tariff.

1.4 "Availability Standards" shall mean the availability standards set forth in Section 40.9 of the Tariff.

1.5 "Buyer" has the meaning specified in the introductory paragraph hereof.

1.6 "CAISO" means the California Independent System Operator Corporation or its successor.

1.7 "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section 4 of the WSPP Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."

1.8 "Confirmation" has the meaning specified in the introductory paragraph hereof.

1.9 "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.
1.10 "Contingent Firm RA Product" has the meaning specified in Section 3.2 hereof.

1.11 "Contract Price" means, for any Monthly Delivery Period, the price specified for such Monthly Delivery Period in the "RA Capacity Price Table" set forth in Section 4.9.

1.12 "Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month.

1.13 "CPUC Decisions" means, to the extent still applicable, CPUC Decisions 04-01-050, 04-10-035, 05- 10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06025, 13-06-024, 14-06-050 and subsequent decisions related to resource adequacy, as may be amended from time to time by the CPUC.

1.14 "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.

1.15 "Delivery Period" has the meaning specified in Section 4.1 hereof.

1.16 "Delivery Point" has the meaning specified in Section 4.2 hereof.

1.17 "Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product (including any Alternate Capacity) for such Showing Month, minus (i) any reductions to Contract Quantity made by Seller pursuant to Section 4.4 and for which Seller has not elected to provide Alternate Capacity; and (ii) any reductions resulting from an event other than a Non-Excusable Event.

1.18 "Flexible RA Attributes" means any and all flexible resource adequacy attributes, as may be identified at any time during the Delivery Period by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes and LAR Attributes.

1.19 "Flexible RAR" means the flexible resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.

1.20 "Flexible RAR Showing" means the Flexible RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.21 "Governmental Body" means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.

1.22 "LAR" means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC
Decisions, or by another LRA of competent jurisdiction over the LSE. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

1.23 "LAR Attributes" means, with respect to a Unit, any and all local resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC, CAISO, LRA, or other Governmental Body of competent jurisdiction, associated with the physical location or point of electrical interconnection of such Unit within the CAISO Control Area, that can be counted toward LAR, exclusive of any RA Attributes and Flexible RA Attributes. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Transaction.

1.24 "LAR Showings" means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.25 "Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

1.26 "LRA" means Local Regulatory Authority as defined in the Tariff.

1.27 "LSE" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).

1.28 "Monthly Delivery Period" means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.29 "Monthly RA Capacity Payment" has the meaning specified in Section 4.9 hereof.

1.30 "Net Qualifying Capacity" has the meaning set forth in the Tariff.

1.31 "Non-Excusable Event" means any event, other than a Planned Outage and those events described under the definition of "Service Schedule B Commitment Service" in the WSPP Agreement that excuse Seller’s performance, that causes Seller to fail to perform its obligations under this Confirmation, including, without limitation, any such event resulting from (a) the negligence of the owner, operator or Scheduling Coordinator of a Unit, or (b) Seller’s failure to comply, or failure to cause the owner, operator or Scheduling Coordinator of the Units to comply, with the terms of the Tariff with respect to the Units providing RA Attributes, Flexible RA Attributes or LAR Attributes, as applicable.

1.32 "Notification Deadline" has the meaning specified in Section 4.5 hereof.
1.33 "Outage" means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff.

1.34 "Planned Outage" means, subject to and as further described in the CPUC Decisions, a CAISO- approved, planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.

1.35 "Product" has the meaning specified in Article 3 hereof.

1.36 "RA Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and Flexible RA Attributes.

1.37 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR and, if applicable, LAR and Flexible RAR purposes for the Delivery Period, as determined by the CAISO or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RA Attributes, and if applicable, LAR Attributes and Flexible RA Attributes of the capacity provided by a Unit.

1.38 "RAR" means the resource adequacy requirements (other than Local RAR or Flexible RAR) established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.

1.39 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction.

1.40 "Replacement Capacity" has the meaning specified in Section 4.7 hereof.

1.41 "Replacement Unit" has the meaning specified in Section 4.5.

1.42 "Resource Category" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

1.43 "Scheduling Coordinator" has the same meaning as in the Tariff.

1.44 "Seller" has the meaning specified in the introductory paragraph hereof.

1.45 "Showing Month" shall be the calendar month during the Delivery Period that is the subject of the RAR Showing, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.

1.46 "Supply Plan" means the supply plan, or similar or successor filing, that a Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other applicable Governmental Body pursuant to Applicable Laws in order for the RA Attributes or LAR Attributes of such RA Capacity to count.
1.47 "Tariff" means the tariff and protocol provisions of the CAISO, as amended or supplemented from time to time. For purposes of Article 5, the Tariff refers to the tariff and protocol provisions of the CAISO as they exist on the Confirmation Effective Date.

1.48 "Transaction" for purposes of this Agreement means the Transaction that is evidenced by this Agreement.

1.49 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.

1.50 "Unit EFC" means the effective flexible capacity that is or will be set by the CAISO for the applicable Unit.

1.51 "Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. The Parties agree that if the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, that for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.

1.52 "WSPP Agreement" has the meaning specified in the introductory paragraph hereof.

### ARTICLE 2. UNIT INFORMATION

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<th>TBD</th>
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<tr>
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<tr>
<td>CAISO Resource ID</td>
<td></td>
</tr>
<tr>
<td>Unit SCID</td>
<td></td>
</tr>
<tr>
<td>Unit NQC</td>
<td>Varies</td>
</tr>
<tr>
<td>Unit EFC</td>
<td>N/A</td>
</tr>
<tr>
<td>Resource Type</td>
<td>GEN</td>
</tr>
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<td>Resource Category (1, 2, 3 or 4)</td>
<td>4</td>
</tr>
<tr>
<td>Flexible RAR Category (1, 2 or 3)</td>
<td>N/A</td>
</tr>
<tr>
<td>Path 26 (North or South)</td>
<td>North</td>
</tr>
<tr>
<td>Local Capacity Area (if any, as of Confirmation Effective Date)</td>
<td>N/A</td>
</tr>
<tr>
<td>Deliverability restrictions, if any, as described in most recent CAISO deliverability</td>
<td>None</td>
</tr>
<tr>
<td>Run Hour Restrictions</td>
<td>None</td>
</tr>
</tbody>
</table>

### ARTICLE 3. RESOURCE ADEQUACY CAPACITY PRODUCT

3.1 **Resource Adequacy Capacity Product**

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Agreement, the Designated RA Capacity in accordance with the product types selected in Section 3.2 (the "Product") and the Contract Quantity set forth in Section 4.3. The Product does not confer to Buyer any right to the
electrical output from the Units. Rather, the Product confers the right to include the Designated RA Capacity in RAR Showings, LAR Showings, Flexible RAR Showings, if applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction, and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell any RA Capacity from a Unit in excess of that Unit's Contract Quantity and any RA Attributes, LAR Attributes or Flexible RA Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.2 Product Type

☐ Flexible RA Product

The Designated RA Capacity is a Flexible RA Product. For avoidance of doubt, the Flexible RA Product to be delivered by Seller to Buyer hereunder, shall include the following Product attributes:

[ ] FCR Attributes with LAR Attributes

[ ] FCR Attributes with RAR Attributes

☒ Generic RA Product

The Designated RA Capacity is a Generic RA Product. For avoidance of doubt, the Generic RA Product to be delivered by Seller to Buyer hereunder, shall include the following Product attributes:

[X] RAR Attributes

[ ] LAR Attributes

3.3 Delivery Obligation

☒ Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units. If those Units are not available to provide the full amount of the Contract Quantity as a result of any Planned Outage of the Unit(s) and/or reduction in the Unit EFC or Unit NQC of such Unit, then, subject to Section 4.4, Seller shall have the option to notify Buyer in writing by the Notification Deadline that either (a) Seller will not provide the full Contract Quantity during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Buyer with the Contract Quantity as a result of a Non-Excusable Event and has failed to notify Buyer in writing by the Notification Deadline that it will not provide the full Contract Quantity during the period of such non-availability as provided in Section 4.4, then Seller shall be liable for damages and/or required to indemnify Buyer for any resulting penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof. Notwithstanding anything herein to the contrary, if Seller provides less than the full amount of the Contract Quantity (i) for any reason other than a Non-Excusable Event or (ii) in accordance with Section 4.4, Seller is not obligated to provide Buyer with Alternate Capacity or to indemnify Buyer for any resulting penalties or fines.
ARTICLE 4. DELIVERY AND PAYMENT

4.1 **Delivery Period**

The Delivery Period shall be: October 1, 2018, through October 31, 2018, and December 1, 2018, through December 31, 2018.

4.2 **Delivery Point**

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

4.3 **Contract Quantity**

The Contract Quantity for each Monthly Delivery Period shall be:

<table>
<thead>
<tr>
<th>Contract Month</th>
<th>RAR Contract Quantity (MWs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>French Meadows</td>
</tr>
</tbody>
</table>

4.4 **Adjustments to Contract Quantity**

(a) **Planned Outages:** If Seller is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of a Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (a) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month; or (b) provide Alternate Capacity up to the Contract Quantity for the applicable portion of such Showing Month.

(b) **Invoice Adjustment:** In the event that the Contract Quantity is reduced due to a Planned Outage as set forth in Section 4.4(a) above, then the invoice for such
month(s) shall be adjusted to reflect a daily pro rata amount for the duration of such reduction.

(c) **Reductions in Unit NQC and/or Unit EFC:** Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced by Seller if the Unit experiences a reduction in Unit NQC and/or Unit EFC as determined by the CAISO. If the Unit experiences such a reduction in Unit NQC and/or Unit EFC, then Seller has the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product, and/or (ii) Alternate Capacity up to the Contract Quantity.

4.5 **Notification Deadline and Replacement Units**

(a) The "Notification Deadline" in respect of a Showing Month shall be ten (10) Business Days before the earlier of the relevant deadlines for (a) the corresponding RAR Showings, Flexible RAR Showings and/or LAR Showings for such Showing Month, and (b) the CAISO Supply Plan filings applicable to that Showing Month.

(b) If Seller desires to provide the Contract Quantity of Product for any Showing Month from a generating unit other than the Unit (a "Replacement Unit"), then Seller may, at no additional cost to Buyer, provide Buyer with Product from one or more Replacement Units, up to the Contract Quantity, for the applicable Showing Month; provided that in each case, Seller shall notify Buyer in writing of such Replacement Units no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for the remaining portion of that Showing Month.

(c) If Seller fails to provide Buyer the Contract Quantity of Product or Alternate Capacity for a given Showing Month during the Delivery Period, then (i) Buyer may, but shall not be required to, purchase Product from a third party; and (ii) Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if such failure is the result of (A) a reduction in the Contract Quantity for such Showing Month in accordance with Section 4.4, or (B) an event other than a Non-Excusable Event.

4.6 **Delivery of Product**

(a) Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month.

(b) Seller shall submit, or cause the Unit's Scheduling Coordinator to submit, by the Notification Deadline (i) Supply Plans to the CAISO, LRA, or other applicable Governmental Body identifying and confirming the Designated RA Capacity to be provided to Buyer for the applicable Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation); and (ii) written confirmation to Buyer that Buyer will be credited with the Designated RA Capacity for such Showing Month per the Unit's Scheduling Coordinator Supply Plan.
4.7 **Damages for Failure to Provide Designated RA Capacity**

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of the Agreement, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RA Attributes, and, if applicable, LAR Attributes, and Flexible RA Attributes as the Designated RA Capacity not provided by Seller; provided, however, that if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having solely RA Attributes and no LAR Attributes or Flexible RA Attributes, and no such RA Capacity is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having any applicable Flexible RA Attributes and/or LAR Attributes ("Replacement Capacity") by entering into purchase transactions with one or more third parties, including, without limitation, third parties who have purchased capacity from Buyer so long as such transactions are done at prevailing market prices. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, and (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), minus (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any CAISO revenues or future amounts it may owe to Seller under this Confirmation pursuant to the WSPP Agreement.

4.8 **Indemnities for Failure to Deliver Contract Quantity**

Subject to any adjustments made pursuant to Section 4.4, Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

(a) Seller's failure to provide any portion of the Designated RA Capacity due to a Non-Excusable Event;

(b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Sections 3.2, 4.4 and 4.5; or

(c) A Unit Scheduling Coordinator's failure to timely submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.
4.9 **Monthly RA Capacity Payment**

In accordance with the terms of Section 9 of the WSPP Agreement with respect to each Showing Month, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit by the later of (i) ten (10) Calendar Days after Buyer's receipt of Seller's invoice and (ii) the twentieth (20th) of the month following the Monthly Delivery Period, or if the twentieth (20th) is not a Business Day the next following Business Day. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month.

**RA CAPACITY PRICE TABLE**

<table>
<thead>
<tr>
<th>Contract Month</th>
<th>RAR Capacity Price (%/KW-month)</th>
</tr>
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<tbody>
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<td></td>
<td></td>
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</tbody>
</table>

4.10 **Allocation of Other Payments and Costs**

Seller shall be entitled to receive and retain all revenues that Buyer is not expressly entitled to receive pursuant to this Agreement, including all revenues that Seller may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) revenue for ancillary services, (c) energy sales, (d) revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, Flexible RAR Showing, as may be applicable, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. Any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible
for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (e) above. In accordance with Section 4.9 of this Confirmation, all such Buyer revenues received by Seller, or a Unit's Scheduling Coordinator, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Seller does not remit to Buyer, and Seller shall pay such revenues received by it to Buyer if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Buyer. If Seller or the Unit's Scheduling Coordinator, owner, or operator (as applicable) fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation. If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for resale in such market, and retain and receive any and all related revenues.

ARTICLE 5. CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event other than a Non-Excusable Event, that results in a partial or full outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

ARTICLE 6. GOVERNING LAW

Section 24 is deleted in its entirety and this Confirmation, including the provisions and requirements of the Tariff and the definition of the Product and its components, and any portion of the WSPP Agreement applicable to this Confirmation shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof.

ARTICLE 7. OTHER BUYER AND SELLER COVENANTS

7.1 Further Assurances

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's applicable RAR, LAR and Flexible RAR. Such commercially reasonable actions shall include, without limitation:

(a) cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the. CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable RAR, LAR, and Flexible RAR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CPUC, the CAISO, a LRA of competent jurisdiction, or other Governmental Body of competent jurisdiction to administer the
applicable RAR, LAR and Flexible RAR, to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction; and

(b) negotiating in good faith to make necessary amendments, if any, to this Confirmation, which are subject to agreement of such Parties, in each Party's sole discretion, to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, so as to maintain the purpose and intent of the Transaction agreed to by the Parties on the Confirmation Effective Date. The above notwithstanding, the Parties are aware that the CPUC and CAISO are considering changes to RAR and/or LAR in CPUC Rulemaking 11-10-023 and potentially other proceedings;

Provided, however, that "commercially reasonable actions" under this Section 7.1 shall not require the Seller, or the owner or operator of any Unit to undertake any capital improvements, facility enhancements, or the construction of new facilities.

7.2 Seller Representations and Warranties

Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, the CAISO, the CPUC, a LRA of competent jurisdiction, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy such third party's applicable RAR, LAR or Flexible RAR or analogous obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;

(c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR or Flexible RAR, or analogous obligations in any non-CAISO market;

(d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;

(e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, in accordance with General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;

(f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;
(g) If Seller is the owner of any Unit, the aggregation of all amounts of applicable LAR Attributes, RA Attributes and Flexible RA Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

(h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;

(i) Seller has notified the Scheduling Coordinator of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff;

(j) Seller has notified the Scheduling Coordinator of each Unit that Seller is obligated to cause each Unit's Scheduling Coordinator to provide to the Buyer, by the Notification Deadline, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller has notified each Unit's Scheduling Coordinator that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such Scheduling Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 8. CONFIDENTIALITY

In addition to the rights and obligations in the WSPP Agreement, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA of competent jurisdiction in order to support its applicable LAR, RAR or Flexible RAR Showings, if applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the Scheduling Coordinator of each Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans.

ARTICLE 9. BUYER'S RE-SALE OF PRODUCT

Buyer may re-sell all or a portion of the Product hereunder; provided, however, that any such re-sale does not increase Seller's obligations or liabilities hereunder.

ARTICLE 10. MARKET BASED RATE AUTHORITY

Upon Buyer's written request, Seller shall, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE 11. COLLATERAL REQUIREMENTS

Notwithstanding any provision in the WSPP Agreement to the contrary, neither Party shall be required to post collateral or other security for this Transaction.
ARTICLE 12. NO RE COURSE TO MEMBERS OF BUYER

Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will have no rights and will not make any claims, take any actions or assert any remedies against any of Buyer’s constituent members, or the officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer’s constituent members, in connection with this Confirmation.

ARTICLE 13. COUNTERPARTS

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to counterparty were upon a single instrument. Delivery of an executed signature page of this Confirmation by facsimile or electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature.
ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

MONTEREY BAY COMMUNITY POWER AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY

By: ________________________________
Name: Tom Harashin
Title: CEO

SILICON VALLEY CLEAN ENERGY AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY

By: ________________________________
Name: Girish Prachandran
Title: Chief Executive Officer
MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER - RESOURCE ADEQUACY
BETWEEN
MARIN CLEAN ENERGY
AND
SILICON VALLEY CLEAN ENERGY AUTHORITY

This Confirmation Letter ("Confirmation") confirms the Transaction between Marin Clean Energy, a California joint powers authority ("Seller") and Silicon Valley Clean Energy Authority, a California joint powers authority ("Buyer"), each individually a "Party" and together the "Parties", dated as of July 12, 2018 (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Article 3 of this Confirmation.

This Transaction is governed by the Western System Power Pool Agreement, effective as of June 21, 2018, as amended from time to time (the "WSPP Agreement"). The WSPP Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement or the Tariff (defined herein below).

ARTICLE 1. DEFINITIONS

1.1 "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer from a Replacement Unit in accordance with the terms of Section 4.5.

1.2 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body of competent jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.

1.3 "Availability Incentive Payments" has the meaning set forth in the Tariff.

1.4 "Availability Standards" shall mean the availability standards set forth in Section 40.9 of the Tariff.

1.5 "Buyer" has the meaning specified in the introductory paragraph hereof.

1.6 "CAISO" means the California Independent System Operator Corporation or its successor.

1.7 "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section 4 of the WSPP Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."

1.8 "Confirmation" has the meaning specified in the introductory paragraph hereof.

1.9 "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.

1.10 "Contingent Firm RA Product" has the meaning specified in Section 3.2 hereof.

1.11 "Contract Price" means, for any Monthly Delivery Period, the price specified for such Monthly Delivery Period in the "RA Capacity Price Table" set forth in Section 4.9.

1.12 "Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month.

1.13 "CPUC Decisions" means, to the extent still applicable, CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050 and subsequent decisions related to resource adequacy, as may be amended from time to time by the CPUC.
1.14 "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.

1.15 "Delivery Period" has the meaning specified in Section 4.1 hereof.

1.16 "Delivery Point" has the meaning specified in Section 4.2 hereof.

1.17 "Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product (including any Alternate Capacity) for such Showing Month, minus (i) any reductions to Contract Quantity made by Seller pursuant to Section 4.4 and for which Seller has not elected to provide Alternate Capacity; and (ii) any reductions resulting from an event other than a Non-Excusable Event.

1.18 "Flexible RA Attributes" means any and all flexible resource adequacy attributes, as may be identified at any time during the Delivery Period by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes and LAR Attributes.

1.19 "Flexible RAR" means the flexible resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.

1.20 "Flexible RAR Showing" means the Flexible RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.21 "Governmental Body" means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.

1.22 "LAR" means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA of competent jurisdiction over the LSE. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

1.23 "LAR Attributes" means, with respect to a Unit, any and all local resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC, CAISO, LRA, or other Governmental Body of competent jurisdiction, associated with the physical location or point of electrical interconnection of such Unit within the CAISO Control Area, that can be counted toward LAR, exclusive of any RA Attributes and Flexible RA Attributes. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Transaction.

1.24 "LAR Showings" means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.25 "Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

1.26 "LRA" means Local Regulatory Authority as defined in the Tariff.

1.27 "LSE" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
1.28 "Monthly Delivery Period" means each calendar month during the Delivery Period and shall correspond to each Showing Month.
1.29 "Monthly RA Capacity Payment" has the meaning specified in Section 4.9 hereof.
1.30 "Net Qualifying Capacity" has the meaning set forth in the Tariff.
1.31 "Non-Excusable Event" means any event, other than a Planned Outage and those events described under the definition of "Service Schedule B Commitment Service" in the WSPP Agreement that excuse Seller's performance, that causes Seller to fail to perform its obligations under this Confirmation, including, without limitation, any such event resulting from (a) the negligence of the owner, operator or Scheduling Coordinator of a Unit, or (b) Seller's failure to comply, or failure to cause the owner, operator or Scheduling Coordinator of the Units to comply, with the terms of the Tariff with respect to the Units providing RA Attributes, Flexible RA Attributes or LAR Attributes, as applicable.
1.32 "Notification Deadline" has the meaning specified in Section 4.5 hereof.
1.33 "Outage" means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff.
1.34 "Planned Outage" means, subject to and as further described in the CPUC Decisions, a CAISO-approved, planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.
1.35 "Product" has the meaning specified in Article 3 hereof.
1.36 "RA Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and Flexible RA Attributes.
1.37 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR and, if applicable, LAR and Flexible RAR purposes for the Delivery Period, as determined by the CAISO or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RA Attributes, and if applicable, LAR Attributes and Flexible RA Attributes of the capacity provided by a Unit.
1.38 "RAR" means the resource adequacy requirements (other than Local RAR or Flexible RAR) established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.
1.39 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction.
1.40 "Replacement Capacity" has the meaning specified in Section 4.7 hereof.
1.41 "Replacement Unit" has the meaning specified in Section 4.5.
1.42 "Resource Category" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
1.43 "Scheduling Coordinator" has the same meaning as in the Tariff.
1.44 "Seller" has the meaning specified in the introductory paragraph hereof.
1.45 "Showing Month" shall be the calendar month during the Delivery Period that is the subject of the RAR Showing, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.
1.46 "Supply Plan" means the supply plan, or similar or successor filing, that a Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other applicable Governmental Body pursuant to Applicable Laws in order for the RA Attributes or LAR Attributes of such RA Capacity to count.

1.47 "Tariff" means the tariff and protocol provisions of the CAISO, as amended or supplemented from time to time. For purposes of Article 5, the Tariff refers to the tariff and protocol provisions of the CAISO as they exist on the Confirmation Effective Date.

1.48 "Transaction" for purposes of this Agreement means the Transaction that is evidenced by this Agreement.

1.49 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.

1.50 "Unit EFC" means the effective flexible capacity that is or will be set by the CAISO for the applicable Unit.

1.51 "Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. The Parties agree that if the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, that for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.

1.52 "WSPP Agreement" has the meaning specified in the introductory paragraph hereof.

**ARTICLE 2. UNIT INFORMATION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Red Bluff Peaker Plant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Red Bluff, CA</td>
</tr>
<tr>
<td>CAISO Resource ID</td>
<td>REDBLF_6_UNIT</td>
</tr>
<tr>
<td>Unit SCID</td>
<td>TSC2</td>
</tr>
<tr>
<td>Unit NQC</td>
<td>44 MW</td>
</tr>
<tr>
<td>Unit EFC</td>
<td>44 MW</td>
</tr>
<tr>
<td>Resource Type</td>
<td>Natural Gas</td>
</tr>
<tr>
<td>Resource Category (1, 2, 3 or 4)</td>
<td>4</td>
</tr>
<tr>
<td>Flexible RAR Category (1, 2 or 3)</td>
<td>1</td>
</tr>
<tr>
<td>Path 26 (North or South)</td>
<td>North</td>
</tr>
<tr>
<td>Local Capacity Area (if any, as of Confirmation Effective Date)</td>
<td>N/A</td>
</tr>
<tr>
<td>Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment</td>
<td>None</td>
</tr>
<tr>
<td>Run Hour Restrictions</td>
<td>None</td>
</tr>
</tbody>
</table>

**ARTICLE 3. RESOURCE ADEQUACY CAPACITY PRODUCT**

3.1 Resource Adequacy Capacity Product

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Agreement, the Designated RA Capacity in accordance with the product types selected in Section 3.2 (the "Product") and the Contract Quantity set forth in Section 4.3. The Product does not confer to Buyer any right to the electrical output from the Units.
Rather, the Product confers the right to include the Designated RA Capacity in RAR Showings, LAR Showings, Flexible RAR Showings, if applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction, and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell any RA Capacity from a Unit in excess of that Unit's Contract Quantity and any RA Attributes, LAR Attributes or Flexible RA Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.2 Product Type

☒ Flexible RA Product

The Designated RA Capacity is a Flexible RA Product. For avoidance of doubt, the Flexible RA Product to be delivered by Seller to Buyer hereunder, shall include the following Product attributes:

[ ] FCR Attributes with LAR Attributes
[X] FCR Attributes with RAR Attributes

☐ Generic RA Product

The Designated RA Capacity is a Generic RA Product. For avoidance of doubt, the Generic RA Product to be delivered by Seller to Buyer hereunder, shall include the following Product attributes:

[ ] RAR Attributes
[ ] LAR Attributes

3.3 Delivery Obligation

☒ Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units. If those Units are not available to provide the full amount of the Contract Quantity as a result of any Planned Outage of the Unit(s) and/or reduction in the Unit EFC or Unit NQC of such Unit, then, subject to Section 4.4, Seller shall have the option to notify Buyer in writing by the Notification Deadline that either (a) Seller will not provide the full Contract Quantity during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Buyer with the Contract Quantity as a result of a Non-Excusable Event and has failed to notify Buyer in writing by the Notification Deadline that it will not provide the full Contract Quantity during the period of such non-availability as provided in Section 4.4, then Seller shall be liable for damages and/or required to indemnify Buyer for any resulting penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof. Notwithstanding anything herein to the contrary, if Seller provides less than the full amount of the Contract Quantity (i) for any reason other than a Non-Excusable Event or (ii) in accordance with Section 4.4, Seller is not obligated to provide Buyer with Alternate Capacity or to indemnify Buyer for any resulting penalties or fines.

ARTICLE 4. DELIVERY AND PAYMENT

4.1 Delivery Period

4.2 Delivery Point

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.
4.3 Contract Quantity. The Contract Quantity for each Monthly Delivery Period shall be:

<table>
<thead>
<tr>
<th>Contract Month</th>
<th>Total RAR Contract Quantity (MWs)</th>
</tr>
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<tr>
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<td></td>
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</tbody>
</table>

4.4 Adjustments to Contract Quantity

(a) Planned Outages: If Seller is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of a Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (a) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month; or (b) provide Alternate Capacity up to the Contract Quantity for the applicable portion of such Showing Month.

(b) Invoice Adjustment: In the event that the Contract Quantity is reduced due to a Planned Outage as set forth in Section 4.4(a) above, then the invoice for such month(s) shall be adjusted to reflect a daily pro rata amount for the duration of such reduction.

(c) Reductions in Unit NQC and/or Unit EFC: Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced by Seller if the Unit experiences a reduction in Unit NQC and/or Unit EFC as determined by the CAISO. If the Unit experiences such a reduction in Unit NQC and/or Unit EFC, then Seller has the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product, and/or (ii) Alternate Capacity up to the Contract Quantity.

4.5 Notification Deadline and Replacement Units

(a) The “Notification Deadline” in respect of a Showing Month shall be ten (10) Business Days before the earlier of the relevant deadlines for (a) the corresponding RAR Showings, Flexible RAR Showings and/or LAR Showings for such Showing Month, and (b) the CAISO Supply Plan filings applicable to that Showing Month.

(b) If Seller desires to provide the Contract Quantity of Product for any Showing Month from a generating unit other than the Unit (a "Replacement Unit"), then Seller may, at no additional cost to Buyer, provide Buyer with Product from one or more Replacement Units, up to the Contract Quantity, for the applicable Showing Month; provided that in each case, Seller shall notify Buyer in writing of such Replacement Units no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for the remaining portion of that Showing Month.

(c) If Seller fails to provide Buyer the Contract Quantity of Product or Alternate Capacity for a given Showing Month during the Delivery Period, then (i) Buyer may, but shall not be required to, purchase Product from a third party; and (ii) Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if such failure is the result of (A) a reduction in the Contract Quantity for such Showing Month in accordance with Section 4.4, or (B) an event other than a Non-Excusable Event.

4.6 Delivery of Product

(a) Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month.

(b) Seller shall submit, or cause the Unit's Scheduling Coordinator to submit, by the Notification Deadline (i) Supply Plans to the CAISO, LRA, or other applicable Governmental Body identifying and confirming the Designated RA Capacity to be provided to Buyer for the applicable Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that
any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation; and (ii) written confirmation to Buyer that Buyer will be credited with the Designated RA Capacity for such Showing Month per the Unit’s Scheduling Coordinator Supply Plan.

4.7 Damages for Failure to Provide Designated RA Capacity

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of the Agreement, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RA Attributes, and, if applicable, LAR Attributes, and Flexible RA Attributes as the Designated RA Capacity not provided by Seller; provided, however, that if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having solely RA Attributes and no LAR Attributes or Flexible RA Attributes, and no such RA Capacity is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having any applicable Flexible RA Attributes and/or LAR Attributes (“Replacement Capacity”) by entering into purchase transactions with one or more third parties, including, without limitation, third parties who have purchased capacity from Buyer so long as such transactions are done at prevailing market prices. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, and (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a); minus (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any CAISO revenues or future amounts it may owe to Seller under this Confirmation pursuant to the WSPP Agreement.

4.8 Indemnities for Failure to Deliver Contract Quantity

Subject to any adjustments made pursuant to Section 4.4, Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

(a) Seller’s failure to provide any portion of the Designated RA Capacity due to a Non-Excusable Event;

(b) Seller’s failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Sections 3.2, 4.4 and 4.5; or

(c) A Unit Scheduling Coordinator’s failure to timely submit accurate Supply Plans that identify Buyer’s right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.
4.9 Monthly RA Capacity Payment

Notwithstanding Section 9 of the WSPP Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit by the later of (i) twenty (20) Business Days after Buyer's receipt of Seller's invoice and (ii) five (5) Business Days prior to the applicable Showing Month's deadline for RAR Showings and LAR Showings, as applicable to the product. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month.

<table>
<thead>
<tr>
<th>Contract Month</th>
<th>RAR Capacity Price ($/kW-month)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.10 Allocation of Other Payments and Costs

Seller shall be entitled to receive and retain all revenues that Buyer is not expressly entitled to receive pursuant to this Agreement, including all revenues that Seller may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) revenue for ancillary services, (c) energy sales, (d) revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, Flexible RAR Showing, as may be applicable, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. Any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (e) above. In accordance with Section 4.9 of this Confirmation, all such Buyer revenues received by Seller, or a Unit's Scheduling Coordinator, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Seller does not remit to Buyer, and Seller shall pay such revenues received by it to Buyer if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Buyer. If Seller or the Unit's Scheduling Coordinator, owner, or operator (as applicable) fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation. If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for resale in such market, and retain and receive any and all related revenues.

ARTICLE 5. CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event other than a Non-Excusable Event, that results in a partial or full outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.
ARTICLE 6. GOVERNING LAW

Section 24 is deleted in its entirety and this Confirmation, including the provisions and requirements of the Tariff and the definition of the Product and its components, and any portion of the WSPP Agreement applicable to this Confirmation shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof.

ARTICLE 7. OTHER BUYER AND SELLER COVENANTS

7.1 Further Assurances

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer’s right to the use of the Contract Quantity for the sole benefit of Buyer’s applicable RAR, LAR and Flexible RAR. Such commercially reasonable actions shall include, without limitation:

(a) cooperating with and providing, and in the case of Seller causing each Unit’s Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable RAR, LAR, and Flexible RAR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CPUC, the CAISO, a LRA of competent jurisdiction, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, pursuant to the “deliverability” standards established by the CAISO or other Governmental Body of competent jurisdiction; and

(b) negotiating in good faith to make necessary amendments, if any, to this Confirmation, which are subject to agreement of such Parties, in each Party’s sole discretion, to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, so as to maintain the purpose and intent of the Transaction agreed to by the Parties on the Confirmation Effective Date. The above notwithstanding, the Parties are aware that the CPUC and CAISO are considering changes to RAR and/or LAR in CPUC Rulemaking 11-10-023 and potentially other proceedings;

Provided, however, that “commercially reasonable actions” under this Section 7.1 shall not require the Seller, or the owner or operator of any Unit to undertake any capital improvements, facility enhancements, or the construction of new facilities.

7.2 Seller Representations and Warranties

Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, the CAISO, the CPUC, a LRA of competent jurisdiction, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy such third party’s applicable RAR, LAR or Flexible RAR or analogous obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit’s owner or operator;

(c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR or Flexible RAR, or analogous obligations in any non-CAISO market;
(d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;

(e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, in accordance with General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;

(f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;

(g) If Seller is the owner of any Unit, the aggregation of all amounts of applicable LAR Attributes, RA Attributes and Flexible RA Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

(h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;

(i) Seller has notified the Scheduling Coordinator of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff;

(j) Seller has notified the Scheduling Coordinator of each Unit that Seller is obligated to cause each Unit's Scheduling Coordinator to provide to the Buyer, by the Notification Deadline, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller has notified each Unit's Scheduling Coordinator that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such Scheduling Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 8. CONFIDENTIALITY

In addition to the rights and obligations in the WSPP Agreement, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA of competent jurisdiction in order to support its applicable LAR, RAR or Flexible RAR Showings, if applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the Scheduling Coordinator of each Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans.

ARTICLE 9. BUYER'S RE-SALE OF PRODUCT

Buyer may re-sell all or a portion of the Product hereunder; provided, however, that any such re-sale does not increase Seller's obligations or liabilities hereunder.

ARTICLE 10. MARKET BASED RATE AUTHORITY

Upon Buyer's written request, Seller shall, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.
ARTICLE 11. COLLATERAL REQUIREMENTS

Notwithstanding any provision in the WSPP Agreement to the contrary, neither Party shall be required to post collateral or other security for this Transaction.

ARTICLE 12. JOINT POWERS AUTHORITY

Each Party hereby acknowledges and agrees that the other Party is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (California Government Code Sections 6500 et seq.) and is a public entity separate and distinct from its members. Each Party shall solely be responsible for all of such Party’s debts, obligations and liabilities accruing and arising out of this Agreement, and each Party agrees that it shall have no rights and shall not make any claim, take any actions or assert any remedies against any of the other Party’s members, any cities or counties participating in Buyer's community choice aggregation program, or any of Buyer's retail customers in connection with the Transaction to which this Confirmation applies.

ARTICLE 13. COUNTERPARTS

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to counterparty were upon a single instrument. Delivery of an executed signature page of this Confirmation by facsimile or electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

MARIN CLEAN ENERGY, A CALIFORNIA JOINT POWERS AUTHORITY

By: ________________________________
Name: ______________________________
Title: ______________________________

SILICON VALLEY CLEAN ENERGY AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY

By: ________________________________
Name: Girish Balachandran
Title: Chief Executive Officer
ARTICLE 11. COLLATERAL REQUIREMENTS

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ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

MARIN CLEAN ENERGY, A CALIFORNIA JOINT POWERS AUTHORITY

By: [Signature]
Name: [Name]
Title: [Title]

SILICON VALLEY CLEAN ENERGY AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY

By: [Signature]
Name: [Name]
Title: [Title]
MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER - RESOURCE ADEQUACY
BETWEEN
SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
PENINSULA CLEAN ENERGY AUTHORITY

This Confirmation Letter ("Confirmation") confirms the Transaction between, Silicon Valley Clean Energy Authority a California joint powers authority ("Buyer") and Peninsula Clean Energy Authority, a California joint powers authority ("Seller"), each individually a "Party" and together the "Parties", dated as of July 19, 2018 (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Article 3 of this Confirmation.

This Transaction is governed by the Western Systems Power Pool Agreement (Effective Version: June 21, 2018), excluding the Schedules there to, as amended by this Confirmation, (the "WSPP Agreement"). The WSPP Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement or the Tariff (defined herein below).

**ARTICLE 1. DEFINITIONS**

1.1 “Alternate Capacity” means any replacement Product which Seller has elected to provide to Buyer from a Replacement Unit in accordance with the terms of Section 4.5 (and subject to the restrictions specified therein).

1.2 “Applicable Laws” means (i) any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body of competent jurisdiction over one or both Parties or this Transaction, and (ii) the Tariff.

1.3 “Availability Incentive Payments” has the meaning specified in the Tariff.

1.4 “Availability Standards” shall mean the availability standards set forth in Section 40.9 of the Tariff.

1.5 “Buyer” has the meaning specified in the introductory paragraph hereof.

1.6 “CAISO” means the California Independent System Operator Corporation or its successor.

1.7 “Capacity Replacement Price” means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section 4 of the WSPP Agreement, “Capacity Replacement Price” shall be deemed to be the “Replacement Price.”

1.8 “Confirmation” has the meaning specified in the introductory paragraph hereof.

1.9 “Confirmation Effective Date” has the meaning specified in the introductory paragraph hereof.

1.10 “Contingent Firm RA Product” has the meaning specified in Section 3.2 hereof.

1.11 “Contract Price” means, for any Monthly Delivery Period, the price specified for such Monthly Delivery Period in the "RA Capacity Price Table" set forth in Section 4.9.

1.12 “Contract Quantity” means, with respect to each day of each Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month.

1.13 “CPUC Decisions” means, to the extent still applicable, CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, and 16-06-045 and subsequent decisions related to resource adequacy as issued from time to time by the CPUC.
1.14 "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE’s to demonstrate compliance with the CPUC’s resource adequacy program.

1.15 "Delivery Period" has the meaning specified in Section 4.1 hereof.

1.16 "Delivery Point" has the meaning specified in Section 4.2 hereof.

1.17 "Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product (including any Alternate Capacity) for such Showing Month, minus (i) any reductions to Contract Quantity made by Seller pursuant to Section 4.4 and for which Seller has not elected to provide Alternate Capacity; and (ii) any reductions resulting from an event other than a Non-Excusable Event.

1.18 "Flexible RA Attributes" means any and all flexible resource adequacy attributes, as may be identified at any time during the Delivery Period by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes and LAR Attributes.

1.19 "Flexible RAR" means the flexible resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.

1.20 "Flexible RAR Showing" means the Flexible RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.21 "Governmental Body" means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.

1.22 "LAR" means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA of competent jurisdiction over the LSE. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

1.23 "LAR Attributes" means, with respect to a Unit, any and all local resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC, CAISO, LRA, or other Governmental Body of competent jurisdiction, associated with the physical location or point of electrical interconnection of such Unit within the CAISO Control Area, that can be counted toward LAR, exclusive of any RA Attributes and Flexible RA Attributes. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Transaction.

1.24 "LAR Showings" means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.25 "Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

1.26 "LRA" means Local Regulatory Authority as defined in the Tariff.

1.27 "LSE" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).

1.28 "Monthly Delivery Period" means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.29 "Monthly RA Capacity Payment" has the meaning specified in Section 4.9 hereof.

1.30 "Net Qualifying Capacity" has the meaning set forth in the Tariff.
1.31 "Non-Excusable Event" means any event, other than a Planned Outage and those events described under the definition of "Service Schedule B Commitment Service" in the WSPP Agreement that excuse Seller's performance, that causes Seller to fail to perform its obligations under this Confirmation, including, without limitation, any such event resulting from (a) the negligence of the owner, operator or Scheduling Coordinator of a Unit, or (b) Seller's failure to comply, or failure to cause the owner, operator or Scheduling Coordinator of the Units to comply, with the terms of the Tariff with respect to the Units providing RA Attributes, Flexible RA Attributes or LAR Attributes, as applicable.

1.32 "Notification Deadline" has the meaning specified in Section 4.5 hereof.

1.33 "Outage" means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff.

1.34 "Planned Outage" means, subject to and as further described in the CPUC Decisions, a CAISO-approved, planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.

1.35 "Product" has the meaning specified in Article 3 hereof.

1.36 "RA Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and Flexible RA Attributes.

1.37 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR or LAR and, if applicable, Flexible RAR purposes for the Delivery Period, as determined by the CAISO or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RA Attributes, LAR Attributes, and if applicable, Flexible RA Attributes of the capacity provided by a Unit.

1.38 "RAR" means the resource adequacy requirements (other than Local RAR or Flexible RAR) established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.

1.39 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction.

1.40 "Replacement Capacity" has the meaning specified in Section 4.7 hereof.

1.41 "Replacement Unit" has the meaning specified in Section 4.5.

1.42 "Resold Product" has the meaning specified in Section 9 hereof.

1.43 "Resource Category" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

1.44 "Scheduling Coordinator" has the same meaning as in the Tariff.

1.45 "Seller" has the meaning specified in the introductory paragraph hereof.

1.46 "Shortfall Capacity" has the meaning specified in Section 4.11 hereof.

1.47 "Showing Month" shall be the calendar month during the Delivery Period that is the subject of the RAR Showing, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.

1.48 "Supply Plan" means the supply plan, or similar or successor filing, that a Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other applicable Governmental Body pursuant to Applicable Laws in order for the RA Attributes or LAR Attributes of such RA Capacity to count.
1.49 "Tariff" means the tariff and protocol provisions of the CAISO, as amended or supplemented from time to time. For purposes of Article 5, the Tariff refers to the tariff and protocol provisions of the CAISO as they exist on the Confirmation Effective Date.

1.50 "Transaction" for purposes of this Agreement means the Transaction that is evidenced by this Agreement.

1.51 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.

1.52 "Unit EFC" means the effective flexible capacity that is or will be set by the CAISO for the applicable Unit.

1.53 "Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. The Parties agree that if the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, that for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.

1.54 "WSPP Agreement" has the meaning specified in the introductory paragraph hereof.
# ARTICLE 2. UNIT INFORMATION

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<td>Run Hour Restrictions</td>
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</tr>
<tr>
<td>Run Hour Restrictions</td>
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</table>
ARTICLE 3. RESOURCE ADEQUACY CAPACITY PRODUCT

For each day of each Showing Month that is part of the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Agreement, RA Attributes or LAR Attributes and, if applicable, Flexible RA Attributes for a Contingent Firm RA Product, as specified in Section 3.2 below (the "Product"). The Product does not confer to Buyer any right to the electrical output from the Units. Rather, the Product confers the right to include the Designated RA Capacity in RAR Showings, LAR Showings, Flexible RAR Showings, if applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller’s commitments to the CAISO required by this Confirmation. Seller retains the right to sell any RA Capacity from a Unit in excess of that Unit’s Contract Quantity and any RA Attributes, LAR Attributes or Flexible RA Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.1 RA Attributes, LAR Attributes and Flexible RA Attributes

Seller shall provide Buyer with the Designated RA Capacity of RA Attributes, LAR Attributes and, if applicable, Flexible RA Attributes from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement.

3.2 Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units. If those Units are not available to provide the full amount of the Contract Quantity as a result of a Non-Excusable Event, then, subject to Section 4.4, Seller shall have the option to notify Buyer in writing by the Notification Deadline that either (a) Seller will not provide the full Contract Quantity during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Buyer with the Contract Quantity as a result of a Non-Excusable Event and has failed to notify Buyer in writing by the Notification Deadline that it will not provide the full Contract Quantity during the period of such non-availability as provided in Section 4.4, then Seller shall be liable for damages and/or required to indemnify Buyer for any resulting penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof. Notwithstanding anything herein to the contrary, if Seller provides less than the full amount of the Contract Quantity for any reason other than a Non-Excusable Event or in accordance with Section 4.4, Seller is not obligated to provide Buyer with Alternate Capacity or to indemnify Buyer for any resulting penalties or fines. The Product is a Contingent Firm RA Product. “Contingent Firm” shall have the same meaning as “Service Schedule B Unit Commitment” in the WSPP Agreement.

3.3  □ Flexible RA Product

Seller shall provide Buyer with Designated RA Capacity of Flexible RA Attributes from the Unit(s) in the amounts set forth in Section 4.3.

ARTICLE 4. DELIVERY AND PAYMENT

4.1 Delivery Period

The Delivery Period shall be: (a) October 1, 2018 through October 31, 2018, and (b) December 1 through December 31, 2018, collectively.

4.2 Delivery Point

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.
4.3 Contract Quantity. The Contract Quantity for each Monthly Delivery Period shall be:

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<tr>
<th>Contract Month</th>
<th>TOPAZ_2_SOLAR Contract Quantity (MWs)</th>
<th>COLUSA_2_PL1X3 Contract Quantity (MWs)</th>
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4.4 Adjustments to Contract Quantity

(a) Planned Outages: Seller’s obligation to deliver the Contract Quantity for each day of each Showing Month may be reduced by the amount of any Planned Outage which exists during the applicable Showing Month for the applicable days of such Planned Outage; provided, Seller notifies Buyer, no later than fifteen (15) Business Days before the relevant deadlines for the corresponding RAR Showings, LAR Showings and/or Flexible RAR Showings applicable to that Showing Month, of the amount of Product from the Unit Buyer is permitted to include in Buyer’s RAR Showings, LAR Showings, and/or FCR Showings applicable to that month as a result of such Planned Outage.

If Seller is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of a Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (a) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month; or (b) provide Alternate Capacity up to the Contract Quantity for the affected days of such Showing Month.

(a) Invoice Adjustment: In the event that the Contract Quantity is reduced due to a Planned Outage as set forth in Section 4.4(a) above, then the invoice for such month(s) shall be adjusted to reflect a daily pro rata amount for the duration of such reduction.

(b) Reductions in Unit NQC and/or Unit EFC: Seller’s obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced if the Unit experiences a reduction in Unit NQC and/or Unit EFC as determined by the CAISO. If the Unit experiences such a reduction in Unit NQC and/or Unit EFC, then Seller has the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product, and/or (ii) Alternate Capacity.

4.5 Notification Deadline and Replacement Units

(a) The "Notification Deadline" in respect of a Showing Month shall be fifteen (15) Business Days before the earlier of the relevant deadlines for (a) the corresponding RAR Showings, Flexible RAR
Showings and/or LAR Showings for such Showing Month, and (b) the CAISO Supply Plan filings applicable to that Showing Month.

(b) If Seller desires to provide the Contract Quantity of Product for any Showing Month from a generating unit other than the Unit (a "Replacement Unit"), then Seller may, at no additional cost to Buyer, provide Buyer with Product from one or more Replacement Units, up to the Contract Quantity, for the applicable Showing Month; provided that in no event shall Seller provide Alternate Capacity that is supplied by or from generating units that utilize coal or coal materials as a source of fuel and provided further that in each case, Seller shall notify Buyer in writing of such Replacement Units no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for the remaining portion of that Showing Month. If Seller notifies Buyer in writing of its intent to provide Alternate Capacity pursuant to this Section 4.5 and Buyer is unable to utilize the Alternate Capacity under Tariff rules governing the substitution or replacement of capacity products, then Seller shall reimburse Buyer for any and all costs or charges incurred by Buyer from the CAISO for Buyer's inability to utilize the Alternate Capacity.

(c) If Seller fails to provide Buyer the Contract Quantity of Product or Alternate Capacity for a given Showing Month during the Delivery Period, or if Buyer is unable to utilize the Alternate Capacity for reasons identified in the last sentence of subpart (a) above, then (i) Buyer may, but shall not be required to, purchase Product from a third party; and (ii) Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if such failure is the result of (A) a reduction in the Contract Quantity for such Showing Month in accordance with Section 4.4, or (B) an event other than a Non-Excusable Event and Seller notified Buyer no later than the Notification Deadline of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month, unless Buyer is unable to utilize the Alternate Capacity for reasons identified in the last sentence of subpart (a) above.

4.6 Delivery of Product

(a) Seller shall provide Buyer with the Designated RA Capacity of Product for each day of each Showing Month.

(b) Seller shall submit, or cause the Unit's Scheduling Coordinator to submit, by the relevant deadlines for submission of the Supply Plans applicable to that Showing Month (i) Supply Plans to the CAISO, LRA, or other applicable Governmental Body identifying and confirming the Designated RA Capacity to be provided to Buyer for the applicable Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation); and (ii) written confirmation to Buyer that Buyer will be credited with the Designated RA Capacity for such Showing Month per the Unit’s Scheduling Coordinator Supply Plan.

4.7 Damages for Failure to Provide Designated RA Capacity

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of the Agreement, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RA Attributes, LAR Attributes and, if applicable, Flexible RA Attributes as the Designated RA Capacity not provided by Seller; provided, however, that if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having solely RA Attributes and no LAR Attributes or Flexible RA Attributes, and no such RA Capacity is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having any applicable Flexible RA Attributes and/or LAR Attributes ("Replacement Capacity") by entering into purchase transactions with one or more third parties, including, without
limitation, third parties who have purchased capacity from Buyer so long as such transactions are done at prevailing market prices. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity plus costs and expenses incurred by Buyer in purchasing such Replacement Capacity, and (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a); minus (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any CAISO revenues or future amounts it may owe to Seller under this Confirmation pursuant to the WSPP Agreement.

(c) In the event that Seller fails, or fails to cause a Unit’s Scheduling Coordinator, to notify Buyer of a Planned Outage with respect to such Unit in accordance with Section 4.5(a), Seller agrees that it shall reimburse Buyer for the backstop capacity costs, if any, charged to Buyer by the CAISO due to Seller’s failure to provide such notice, provided that the amount that Seller is required to reimburse pursuant to this Section 4.7(c) shall in no event exceed the amount actually charged to Buyer by the CAISO pursuant to the Tariff for such failure.

4.8 Indemnities for Failure to Deliver Contract Quantity

Subject to any adjustments made pursuant to Section 4.4 and requests from Buyer pursuant to Section 4.6(b)(i), Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

(a) Seller’s failure to provide any portion of the Designated RA Capacity for any portion of the Delivery Period due to a Non-Excusable Event;
(b) Seller’s failure to provide notice of the non-availability of any portion of Designated RA Capacity for any portion of the Delivery Period as required under Sections 3.2, 4.4 and 4.5; or
(c) A Unit Scheduling Coordinator’s failure to timely submit accurate Supply Plans that identify Buyer’s right to the Designated RA Capacity purchased hereunder for each day of the Delivery Period.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

4.9 Monthly RA Capacity Payment

Notwithstanding Section 9 of the WSPP Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit by the later of (i) twenty (20) Business Days after Buyer’s receipt of Seller’s invoice and (ii) ten (10) Business Days prior to the applicable Showing Month. Each Unit’s Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month.

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<tr>
<th>RA CAPACITY PRICE TABLE</th>
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<td>Contract Month</td>
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</table>
### 4.10 Allocation of Other Payments and Costs

Seller shall be entitled to receive and retain all revenues that Buyer is not expressly entitled to receive pursuant to this Agreement, including all revenues that Seller may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) revenue for ancillary services, (c) energy sales, (d) revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, Flexible RAR Showing, as may be applicable, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. Any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (e) above. In accordance with Section 4.9 of this Confirmation, all such Buyer revenues received by Seller, or a Unit's Scheduling Coordinator, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Seller does not remit to Buyer, and Seller shall pay such revenues received by it to Buyer if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Buyer. If Seller or the Unit's Scheduling Coordinator, owner, or operator (as applicable) fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation. In order to verify the accuracy of such revenues, Buyer shall have the right, at its sole expense during normal working hours after reasonable prior notice, to retain an independent third party reasonably acceptable to Seller to audit any documents, records, or data of Seller associated with the Contract Quantity. If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues.

### 4.11 Post-Showing Replacement Capacity

In the event CAISO determines, in accordance with the Tariff, that any portion of the Contract Quantity for any portion of a Showing Month which was shown by Buyer in its RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC, requires outage replacement by Buyer in accordance with Section 40.7 of the Tariff ("Shortfall Capacity"), and if Buyer is required to obtain such outage
replacement, Seller’s Monthly RA Capacity Payment will be reduced by the Product no longer available to Buyer for meeting its RA Compliance Obligations at the fixed price per unit determined in accordance with Section 4.9 above and, neither Seller, nor the Unit’s SC, shall have the right to provide Buyer with Replacement Capacity with respect to such Shortfall Capacity. If the CAISO requires Seller or its SC to obtain the outage replacement such that Buyer is permitted to count the Shortfall Capacity in its RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC, there shall be no adjustment to Seller’s Monthly RA Capacity Payment for such Shortfall Capacity.

ARTICLE 5. CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event other than a Non-Excusable Event, that results in a partial or full outage of that Unit, Seller shall either schedule or cause the Unit’s Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit’s Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit’s Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit’s Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit’s Scheduling Coordinator, owner, or operator for such noncompliance.

ARTICLE 6. [RESERVED]

ARTICLE 7. OTHER BUYER AND SELLER COVENANTS

7.1 Further Assurances

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer’s right to the use of the Contract Quantity for the sole benefit of Buyer’s applicable RAR, LAR and Flexible RAR. Such commercially reasonable actions shall include, without limitation:

(a) cooperating with and providing, and in the case of Seller causing each Unit’s Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable RAR, LAR, and Flexible RAR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CPUC, the CAISO, a LRA of competent jurisdiction, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, pursuant to the “deliverability” standards established by the CAISO or other Governmental Body of competent jurisdiction; and

(b) negotiating in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, so as to maintain the purpose and intent of the Transaction agreed to by the Parties on the Confirmation Effective Date. The above notwithstanding, the Parties are aware that the CPUC and CAISO are considering changes to RAR and/or LAR in CPUC Rulemaking 11-10-023 and potentially other proceedings;

7.2 Seller Representations and Warranties

Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, the CAISO, the CPUC, a LRA of competent jurisdiction, or other
Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy such third party's applicable RAR, LAR or Flexible RAR or analogous obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;

(c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR or Flexible RAR, or analogous obligations in any non-CAISO market;

(d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;

(e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, in accordance with General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;

(f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;

(g) If Seller is the owner of any Unit, the aggregation of all amounts of applicable LAR Attributes, RA Attributes and Flexible RA Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

(h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;

(i) Seller has notified the Scheduling Coordinator of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff;

(j) Seller has notified the Scheduling Coordinator of each Unit that Seller is obligated to cause each Unit's Scheduling Coordinator to provide to the Buyer, by the Notification Deadline, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller has notified each Unit's Scheduling Coordinator that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such Scheduling Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

(l) No portion of the Designated RA Capacity or any Alternate Capacity provided under this Confirmation is or will be from Units that utilize coal or coal materials as a source of fuel. Seller understands and acknowledges that it is Buyer's policy to not purchase or accept products from generators that utilize coal or coal materials as a source of fuel. Any future replacement of the Units or the Designated RA Capacity, if necessary, shall not be from generators that utilize coal or coal materials as a source of fuel.

**ARTICLE 8. CONFIDENTIALITY**

In addition to the rights and obligations in the WSPP Agreement, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA of competent jurisdiction in order to support its applicable LAR, RAR or Flexible RAR Showings, if applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the Scheduling Coordinator of each Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans.
Seller acknowledges that PCEA is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. and that Buyer is required to make public this Confirmation (which may be partially redacted by Buyer) in connection with the process of seeking approval from its board of directors for the execution of this Confirmation. PCEA acknowledges that Seller may submit information to PCEA that Seller considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Seller acknowledges that PCEA may submit to Seller information that PCEA considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via electronic mail, and/or by overnight carrier to the address, or email address listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action within thirty (30) days, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

**ARTICLE 9. BUYER’S RE-SALE OF PRODUCT**

Buyer may re-sell all or a portion of the Product hereunder and any associated rights, in each case, acquired under this Agreement. In the event Buyer re-sells all or a portion of the Product and any associated rights acquired under this Agreement ("Resold Product"), Seller agrees, and agrees to cause each Unit’s SC, to follow Buyer’s instructions and the Tariff with respect to providing such Resold Product to subsequent purchasers of such Resold Product. Seller further agrees, and agrees to cause each Unit’s SC, to take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such subsequent purchasers to use such Resold Product. Seller acknowledges and agrees that with respect to any Resold Product, if Buyer incurs any liability to any purchaser of such Resold Product due to the failure of Seller or a Unit’s SC to comply with the terms of this Agreement, and Seller would have had liability to Buyer under this Agreement for such failure had Buyer not sold the Resold Product to a subsequent purchaser, then Seller shall be liable to Buyer under this Agreement, including without limitation, pursuant to Section 4.8, for the amounts it would have been liable to Buyer for had such Resold Product not been sold to a subsequent purchaser.

**ARTICLE 10. MARKET BASED RATE AUTHORITY**

Upon Buyer’s written request, Seller shall, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer “ownership or control of generation capacity” from Seller to Buyer as the term “ownership or control of generation capacity” is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

**ARTICLE 11. WSPP AGREEMENT AMENDMENTS**

For purposes of this Transaction only, the WSPP Agreement shall be amended as follows:

(m) Section 22.1 of the WSPP Agreement is modified by inserting the following new text at the end thereof:

“(f) the failure of the Defaulting Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party’s obligations to deliver or receive the quantities of capacity and/or energy due under this Agreement, the exclusive remedy for which is provided in Section 21.3) if such failure is not remedied within ten (10) Business Days after written notice;
(g) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party’s admission in a writing that is unable to generally pay its debts as they become due;

(h) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(i) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets.”

(n) Section 22.2(b) of the Master Agreement is amended by inserting in Section 22.2, “and is continuing” after “Event of Default occurs” in the first line thereof and deleting the second sentence therein.

(o) Section 22.3 of the Master Agreement is amended by:

1) In Section 22.3(b), replacing the second sentence thereof with “The “Present Value Rate” shall be determined by the Non-Defaulting Party in a commercially reasonable manner.”;

2) In Section 22.3(c), deleting the third sentence thereof and replacing it with the following: “If the Non-Defaulting Party’s aggregate Gains exceeds its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section in this Confirmation or Agreement to the contrary.”

3) In Section 22.3(d), replacing “this Agreement and any Confirmation” in the third line thereof with “any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party”;

4) In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: “[intentionally omitted]”;

5) In Section 22.3(f), delete the entire provision and replace with the following:

“If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34.”

(p) Section 37 of the Master Agreement is amended by inserting the following in the beginning of the section: “On the date of entering into this Confirmation,”.

(q) Section 24 of the Master Agreement is deleted and replaced with the following:

“This Master Agreement and any Confirmation shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

(r) The netting provisions of Section 28, NETTING, of the Master Agreement shall apply to the transaction covered by this Confirmation as if Buyer and Seller had both executed Exhibit A, NETTING, to the Master Agreement. Both Parties intend for the netting provisions of Exhibit A to the Master Agreement to be effective on the Confirmation Effective Date.
Section 30.1 of the Master Agreement is amended by inserting “or requested” after the word “required” in Section 30.1(4) and by adding the following at the end of the first sentence: “; or (8) to the Party’s and such Party’s affiliates’ lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential”.

Subsections 34.1 and 34.2 of the Master Agreement are hereby deleted and replaced with the following:

"34.1 WAIVER OF JURY TRIAL

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY) AND HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

The phrase “arbitration or” is hereby deleted from the first line of Section 34.4.

The following shall be inserted as a new Section 34.5; PROVIDED, HOWEVER, THAT THE FOLLOWING NEW SECTION 34.5 SHALL NOT LIMIT BUYER’S RIGHT TO RECOVER FROM SELLER, OR SELLER’S OBLIGATION TO PAY BUYER, ANY AND ALL AMOUNTS OWED UNDER SECTION 4.8 OF THIS CONFIRMATION, INCLUDING PENALTIES AS SPECIFIED THEREIN:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."
Section 41 "Witness" of the Master Agreement shall become Section 42 and the following "Standard of Review" Section substituted in its place:

"The Parties agree as follows:

For purposes of this Section, the term "Transaction" means a specific sale and purchase, or an option for sale and purchase, of capacity and/or energy to be supplied by one Party to the other Party. From the date of entering into a Transaction under this Master Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Master Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. ___ , 171 L.Ed.2d 607 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. ___ (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Master Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."
This Confirmation sets forth the terms of the Transaction into which the Parties have entered into and (together with the Master Agreement, as revised by this Confirmation) shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a documentary writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a documentary writing executed by both Parties.
ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

PENINSULA CLEAN ENERGY AUTHORITY

By: [Signature]
Name: Janis C. Pepper
Title: CEO

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: [Signature]
Name: Kirish Balachanan
Title: CEO
MASTER POWER PURCHASE AND SALE AGREEMENT
RESOURCE ADEQUACY CONFIRMATION LETTER
BETWEEN
SILICON VALLEY CLEAN ENERGY AUTHORITY ("PARTY A")
AND
PACIFIC GAS AND ELECTRIC COMPANY ("PARTY B")

This confirmation letter ("Confirmation") confirms the Transaction between Party A and Party B, which becomes effective once fully executed by both parties (the "Confirmation Effective Date"), in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Appendix B of this Confirmation. This Transaction is governed by the Master Power Purchase and Sale Agreement between the Parties, effective as of October 25, 2017, together with the Cover Sheet, the Collateral Annex and Paragraph 10 to the Collateral Annex, and any other annexes thereto (collectively, as amended, restated, supplemented, or otherwise modified from time to time, the "Master Agreement"). The Master Agreement and this Confirmation are collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation, have the meanings specified for such terms in the Master Agreement or the Tariff (defined below), as applicable. Section references herein are to this Confirmation unless otherwise noted.

ARTICLE 1
TRANSACTION TERMS

Buyer: Party A

Seller: Party B

Product: The Product, including the Capacity Attributes of the Unit(s), Alternate Unit(s) or Shown Unit(s), is as defined in Appendix B; provided that if Buyer purchasing Local RAR, but a particular local area or subarea is not identified in Appendix B, then Seller may provide Local RAR from any local area or subarea in the Seller's local areas. The Product does not include any right to the energy or ancillary services of the Unit(s), as outlined in Section 3.2(a).

Contract Quantity and Price: The Contract Quantity and Price for each day during the Delivery Period as listed in Appendix B.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Firm RA Product

Seller's obligation to deliver the Contract Quantity of Product for each day included in the Delivery Period is firm and will not be excused for any reason.
2.2 **Seller To Identify Shown Unit**

(a) Seller shall identify the Shown Unit(s) that meet the Product characteristics and Contract Quantity specified in Appendix B by providing Buyer with the specific Unit Information listed in Appendix C no later than fifteen (15) calendar days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month. The Shown Unit should not have characteristics that would trigger the need for Buyer or Seller to file an Advice Letter to the CPUC. Seller’s notice under this Section 2.2(a) shall be deemed acceptable to and approved by Buyer upon receipt, unless Buyer, within three (3) Business Days of receipt of Seller’s notice notifies Seller of any objections Buyer has to the proposed Shown Unit. If Buyer timely objects, Seller must identify another Shown Unit within five Business Days.

(b) Once the Shown Unit designated by Seller is approved or deemed approved in accordance with Section 2.2, then any such Shown Unit will be automatically deemed a Unit for purposes of this Confirmation for the affected Showing Month.

2.3 **Seller To Provide Alternate Capacity**

(a) If Seller desires to provide the Contract Quantity for any Showing Month during the Delivery Period from a different Unit other than the Shown Unit as designated in Section 2.2, then Seller may, at no additional cost to Buyer provide Buyer with Product from one or more Alternate Units in an amount such that the total amount of Product provided to Buyer from the Unit and Alternate Units for the Showing Month during the Delivery Period is not more or less than the Contract Quantity for the Delivery Period.

(b) If Seller desires to provide Product from an Alternate Unit under Section 2.3(a), Seller must notify Buyer of its intent to provide Product from an Alternate Unit and identify the proposed Alternate Unit meeting the Product characteristics specified in Appendix B no later than fifteen (15) calendar days before the relevant deadlines for the submission of Compliance Showings related to the applicable Showing Month. Seller’s notice under this Section 2.3(b) shall be deemed acceptable to and approved by Buyer upon receipt, unless Buyer, within one Business Day of receipt of Seller’s notice and in writing, notifies Seller of any objections Buyer has to the proposed Alternate Unit. If Buyer timely objects, Seller must identify another Alternate Unit within five Business Days.

(c) Once the Buyer provides its approval of any proposed Alternate Unit designated by Seller in accordance with Section 2.3(b), then any such Alternate Unit will be automatically deemed a Unit for purposes of this Confirmation for the affected Showing Month.
2.4 Delivery of Product

(a) Seller shall provide Buyer with the Contract Quantity of Product for each day during the Delivery Period consistent with the following:

(i) Seller shall, on a timely basis with respect to each applicable Showing Month, submit, or cause the Unit’s SC to submit, Supply Plans in accordance with the Tariff to identify and confirm the Product provided to Buyer for each day of such Showing Month that is included in the Delivery Period so that the total amount of Product identified and confirmed for each such day of such Showing Month equals the Contract Quantity for such day of such Showing Month.

(ii) Seller will be deemed to have delivered the Product on each day to the extent that Buyer receives credit from CAISO for such day for Product identified and confirmed in the Supply Plan submitted for the Unit.

(iii) Hold-Back Capacity, if any, is deemed Contract Quantity delivered.

(b) In accordance with Sections 2.2 and 2.3 and subject to Article 8, Seller shall to the extent required by CAISO or the CPUC rules cause the information listed in Appendix C to be completed and included in all applicable Supply Plans and shall cause all Supply Plans to be filed in conformance with the requirements of the CPUC Filing Guide and the Tariff. In addition, if during the Delivery Period, there are changes to the information included in Appendix C, the Parties agree to communicate such changes to each other promptly.

2.5 RA Replacement Capacity

(a) Following Seller’s submission of a Supply Plan in accordance with Section 2.4(a)(i), if Buyer is responsible for providing RA Replacement Capacity for a Shown Unit, then Buyer shall provide Seller with written notice of the amount of RA Replacement Capacity by no later than twenty (20) days prior to the Showing Month.

(b) Following Buyer’s notice for RA Replacement Capacity, but no later than fifteen (15) days prior to the Showing Month, Seller shall provide RA Replacement Capacity from one or more Units, such that the total amount of Product provided to Buyer from all Units equals the Contract Quantity. Seller’s notice designating a Replacement Unit under this Section 2.5 (b) shall be deemed acceptable to and approved by Buyer upon receipt, unless Buyer, within one Business Day of receipt of Seller’s notice and in writing, notifies Seller of any objections Buyer has to the proposed Replacement Unit.
(c) Once Buyer has approved the designation of the Replacement Unit, then any such Replacement Unit shall be deemed a Unit for purposes of this Confirmation for that Showing Month.

(d) Notwithstanding anything to the contrary in this Confirmation, following Buyer’s written notice pursuant to Section 2.5(a), Seller’s failure to provide RA Replacement Capacity may result in the calculation of damages payable to Buyer under Section 2.6 and/or the indemnification of Buyer against any penalties, fines or costs under Section 2.7. In the event that Buyer does not provide written notice or such notice is not timely, to Seller as required under Section 2.5(a), then Seller shall have no liability with respect to any damages, penalties, fines or costs incurred.

2.6 Damages for Failure to Provide Capacity

If Seller fails to deliver to Buyer the Contract Quantity of Product for any day during the Delivery Period in accordance with Section 2.4 then with respect to each Showing Month, Seller shall pay to Buyer at the time set forth in Article Six of the Master Agreement, the following damages in lieu of damages specified in Section 4.1 of the Master Agreement:

- for each applicable day during the Showing Month included in the Delivery Period, in which the Buyer has made a payment to Seller in accordance with Section 3.1 of this Confirmation only, the amount equal to (w) the applicable Contract Price divided by (x) the number of days included in the Showing Month multiplied by (y) the amount of Contract Quantity not delivered by Seller on such day, multiplied by (z) 1,000 kw/MW.

2.7 Indemnities for Failure to Deliver Contract Quantity

(a) Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC, CAISO or any Governmental Body having jurisdiction resulting from any of the following:

   (i) Seller’s failure to deliver any portion of the Contract Quantity of Product for any portion of the Delivery Period.

   (ii) A Unit’s SC’s failure to timely or accurately submit Supply Plans that identify Buyer’s right to the Contract Quantity purchased hereunder for each day of the Delivery Period.

   (iii) Any other failure by Seller to perform its obligations under this Confirmation.

(b) With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer
be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines, and costs.

(c) If Seller fails to deliver any portion of the Contract Quantity of Product and such failure results in CAISO Capacity Procurement Mechanism costs imposed on Buyer due to an insufficient monthly Resource Adequacy plan, Seller agrees to indemnify Buyer from these costs.

2.8 **Buyer’s Re-Sale of Product**

(a) Buyer may re-sell all or a portion of the Product purchased under this Confirmation ("Resold Product"); provided that such re-sell right does not include the ability to offer any portion of Product into the CSP. If Buyer re-sells Resold Product, Seller agrees, and agrees to cause the Unit’s SC, to follow Buyer’s instructions with respect to providing such Resold Product to subsequent purchasers of such Resold Product to the extent such instructions are consistent with Seller’s obligations under this Confirmation. Seller further agrees, and agrees to cause the Unit’s SC, to take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such subsequent purchasers to use such Resold Product in a manner consistent with Buyer’s rights under this Confirmation. If Buyer incurs any liability to any purchaser of such Resold Product due to the failure of Seller or the Unit’s SC to comply with the terms of this Confirmation, then Seller shall be liable to Buyer for any liabilities Seller would have incurred under this Confirmation if Buyer had not resold the Product, including without limitation, pursuant to Sections 2.6 and 2.7.

(b) If Buyer exercises its right to re-sell the Resold Product, Buyer shall notify Seller in writing that such sale has occurred and provide Seller with the information described in Appendix D no later than two (2) Business Days before the deadline for the Compliance Showings applicable to the relevant Showing Month. Buyer shall notify Seller of any subsequent changes or further resale of the Resold Product, by providing Seller with written updates to the information in Appendix D in accordance with the deadlines described in this Section 2.8(b).

**ARTICLE 3**

**PAYMENT**

### 3.1 Monthly Payment

In accordance with the terms of Article Six of the Master Agreement, Buyer shall make a payment (a "Monthly Payment") to Seller, for the applicable Showing Month, as follows and according to the below schedule:

\[
Monthly\ Payment = Q \times P \times CF
\]
where:

\[
\begin{align*}
Q &= \text{The quantity of Product to be delivered by Seller to Buyer pursuant to and} \\
&\quad \text{consistent with Section 2.4 for the Showing Month} \\
P &= \text{The Contract Price for the Showing Month, expressed in dollars per kw-} \\
&\quad \text{month} \\
CF &= \text{The conversion factor equal to 1,000 kw per MW}
\end{align*}
\]

The Monthly Payment calculation shall be rounded to two decimal places and shall be paid for by Buyer according to the below schedule:

<table>
<thead>
<tr>
<th>Showing Month</th>
<th>Monthly Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.2 **Allocation of Other Payments and Costs**

(a) Seller is entitled to retain any revenues it may receive from, and shall pay all costs charged by, CAISO or any other third party with respect to the Unit for (i) start-up, shutdown, and minimum load costs, (ii) capacity revenue for ancillary services, (iii) energy sales, (iv) revenue for flexible ramping product, and (v) any revenues for black start or reactive power services. All Seller revenues described in this Section 3.2(a) and received by Buyer or a purchaser of Resold Product must be remitted to Seller and Buyer shall pay such revenues to Seller if received by Buyer or if a purchaser of Resold Product fails to remit those revenues to Seller. If Buyer fails to pay such revenues to Seller, Seller may recoup any amounts owing to it for such revenues against any future amounts it may owe to Buyer pursuant to Article Six of the Master Agreement. Seller shall indemnify, defend and hold Buyer harmless from and against all liabilities, damages, claims, losses, costs or expenses (including, without limitation, attorneys' fees) incurred by or brought against Buyer in connection with Environmental Costs.

(b) Buyer is entitled to receive and retain all revenues associated with the Contract Quantity for each day during the Delivery Period (including any capacity and availability revenues from RMR Contracts for the Unit, Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v)). All Buyer revenues described in this Section 3.2(b) and received by Seller, or a Unit’s SC, owner, or operator, must be remitted to Buyer, and Seller shall pay such revenues to Buyer if received by Seller or if the Unit’s SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may recoup any amounts owing to it for such revenues against any future amounts Buyer may owe to Seller pursuant to Article Six of the Master Agreement.
(c) In order to verify the accuracy of such revenues, Buyer has the right, at its sole expense and during normal working hours after reasonable prior notice, to hire an independent third party reasonably acceptable to Seller to audit any documents, records or data of Seller associated with the Contract Quantity and in accordance with Section 3.1 of this Confirmation and Article Six of the Master Agreement.

(d) If CAISO develops a centralized capacity market, Buyer will have exclusive rights to tell the Seller or the Unit’s SC to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each day during the Delivery Period provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues.

(e) Buyer and Seller agree that the Unit is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated under Section 40.9 of the Tariff. Any Availability Incentive Payments or Non-Availability Charges are for the account, or are the responsibility of, the Seller, as applicable.

ARTICLE 4
CAISO OFFER REQUIREMENTS

Seller is responsible for, as applicable, scheduling or causing the applicable Unit’s SC to schedule with, or make available to, CAISO the Product delivered to Buyer for each day during the Delivery Period in compliance with the Tariff, and performing all, or causing the Unit’s SC, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the Product sold hereunder. Buyer is not liable for the failure of Seller or the failure of any Unit’s SC, owner, or operator to comply with such Tariff provisions or any penalties or fines imposed on Seller or the Unit’s SC (unless Seller is the SC), owner, or operator for such noncompliance.

ARTICLE 5
INTENTIONALLY OMITTED

ARTICLE 6
OTHER BUYER AND SELLER COVENANTS

6.1 Seller’s and Buyer’s Duty to Take Action to Allow the Utilization of the Product

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer’s right to the use of the Contract Quantity on each day during the Delivery Period for the sole benefit of Buyer or any applicable subsequent purchaser pursuant to Section 2.8. The Parties shall agree upon reasonable changes to this Confirmation necessary to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, CAISO or other Governmental Body having jurisdiction to administer Compliance Obligations.
6.2 **Representations, Warranties and Covenants**

(a) Each Party hereby represents and warrants to the other Party that throughout the Delivery Period such Party shall comply with Applicable Laws, including the Tariff, relating to the Product;

(b) Seller represents and warrants to Buyer throughout the Delivery Period that:

(i) no portion of the Contract Quantity for any day during the Delivery Period has been committed by Seller to any third party in order to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets, other than pursuant to an RMR contract between the CAISO and either Seller or a Unit’s owner or operator;

(ii) the Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, and is under the control of CAISO;

(iii) each Unit’s SC, owner and operator is obligated to comply with Applicable Laws, including the Tariff, relating to the Product;

(iv) if Seller is the owner of the Unit, the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned or transferred for the Unit for each day included in the Delivery Period does not exceed the Unit NQC and, if applicable, the Unit EFC, for that Unit;

(v) Seller has notified either the SC of the Unit or the entity from which Seller purchased the Product of the fact that Seller has transferred the Contract Quantity for each day of the Delivery Period to Buyer;

(c) Seller represents and warrants to Buyer as of the date of the relevant Compliance Showing, that Seller owns or has the exclusive right to the Product sold under this Confirmation from the Unit.

(d) Seller covenants as follows:

(i) Seller shall, upon request, furnish Buyer, CAISO, CPUC or other applicable Governmental Body evidence that its representation made in Section 6.2(c) is true and correct;

(ii) Seller shall not, and shall cause the Unit’s SC to not, offer any portion of the Contract Quantity for any day during the Delivery Period to CAISO as CPM Capacity. However, if CAISO designates any portion of the Contract Capacity as CPM Capacity, then Seller shall, and shall cause the Unit’s SC to promptly (and in any event within one (1) Business Day of the time Seller...
receives notification from CAISO) notify Buyer if CAISO designates any portion of the Contract Quantity for any day during the Delivery Period as CPM Capacity and, if CAISO makes such a designation, shall, and shall cause the Unit’s SC to not accept any such designation by CAISO unless and until Buyer has agreed to accept such designation.

ARTICLE 7
CONFIDENTIALITY

Notwithstanding Section 10.11 of the Master Agreement, the Parties may disclose all terms and conditions of this Transaction to any Governmental Body, the CPUC, CAISO and the Procurement Review Group and Seller may disclose the transfer of the Contract Quantity for each day during the Delivery Period under this Transaction to the SC of the Unit in order for such SC to timely submit accurate Supply Plans. Each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Body, CAISO, or SC to further disclose information disclosed pursuant to this Article. In addition, if Buyer resells all or any portion of the Contract Quantity for any day during the Delivery Period to another party, Buyer shall be permitted to disclose to the purchaser of the Resold Product all such information necessary to effect such resale transaction, other than the Contract Price.

ARTICLE 8
HOLDBACK AND SUBSTITUTE CAPACITY

No later than five (5) Business Days before the relevant deadline for the initial Compliance Showing with respect to a particular Showing Month, Buyer may request in writing that Seller not list, or cause the Unit’s SC not to list, in the Unit’s Supply Plan a portion or all of the Contract Quantity for any portion of such Showing Month included in the Delivery Period (“Hold-Back Capacity”). Following Buyer’s request for Hold-Back Capacity, Buyer may request in writing for Seller to utilize Hold-Back Capacity for Buyer’s use as Substitute Capacity by no later than thirteen (13) Business Days prior to the Showing Month. The amount of Contract Quantity that is the subject of Buyer’s request for Hold-Back Capacity shall be deemed Contract Quantity delivered consistent with Section 2.4 for purposes of calculating a Monthly Payment pursuant to Section 3.1 and calculating any amounts due pursuant to Section 2.6 or 2.7. Seller shall, or shall cause the Unit’s SC to, comply with Buyer’s request under this Article 8.
ARTICLE 9
INTENTIONALLY OMITTED

ARTICLE 10
ADDITIONAL MASTER AGREEMENT AMENDMENTS

10.1 Declaration of an Early Termination Date and Calculation of Settlement Amounts

The Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement using the defined terms contained in this Confirmation as applicable with the following further requirement:

"If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur or be liable for any penalties, fines or costs from the CPUC, CAISO, or any Governmental Body having jurisdiction, because Buyer or a purchaser of Resold Product is not able to include the applicable Contract Quantity in any applicable Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties, fines or costs and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties, fines or costs, Buyer shall promptly remit to Seller the excess amount. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

Silicon Valley Clean Energy Authority

By: 
Name: Girish Balachandran
Title: CEO
Date: 8/6/18

Pacific Gas and Electric Company

By: 
Name: Stephanie Wojda
Title: PM Analyst, Expert
Date: 8/7/2018

PG&E Log Number: 33B230Q06
APPENDIX A
DEFINED TERMS

For purposes of this Confirmation, the following terms have the following meanings:

"Advice Letter" means (1) an informal request by a CPUC jurisdictional entity for Commission approval, authorization, or other relief, including an informal request for approval to furnish service under rates, charges, terms or conditions other than those contained in the utility's tariffs then in effect, and (2) a compliance filing by a load-serving entity pursuant to Public Utilities Code Section 380.

"Alternate Unit" means a generating unit designated by the Parties in accordance with Section 2.3 and which includes the Product characteristics, if any, as set forth in Appendix B.

"CAISO" means the California Independent System Operator Corporation or any successor entity performing substantially the same functions.

"Capacity Attributes" means, with respect to a generating unit, any and all of the following, in each case which are attributed to or associated with the generating unit at any time throughout the Delivery Period:

(a) Resource Adequacy Capacity attributes of the generating unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward RAR;

(b) Resource Adequacy Capacity attributes or other locational attributes of the generating unit related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the generating unit within the CAISO Control Area, that can be counted toward a Local RAR; and

(c) other current or future defined characteristics, certificates, tags, credits, or accounting constructs of the generating unit, howsoever entitled, including any accounting construct counted toward any Compliance Obligations;

provided that, notwithstanding the foregoing, Capacity Attributes exclude all certificates, tags, credits, or accounting constructs that are not counted toward any Compliance Obligations, howsoever entitled associated with the generating unit, as such characteristics, certificates, tags, credits, or accounting constructs are described in the CPUC Decisions and Tariff.

"Capacity Procurement Mechanism" has the meaning set forth in the Tariff.

"Competitive Solicitation Process" or "CSP" has the meaning set forth in the Tariff.

"Compliance Obligations" means the RAR and Local RAR, and if applicable FCR.
“Compliance Showings” means the (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), and (c) if applicable, FCR compliance or advisory showings (or similar or successor showings), in each case, an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to CAISO) pursuant to the CPUC Decisions, to CAISO pursuant to the Tariff, or to any Governmental Body having jurisdiction.

“Confirmation” is defined in the introductory paragraph of this Confirmation.

“Confirmation Effective Date” is defined in the introductory paragraph of this Confirmation.

“Contract Price” means, for any period during the Delivery Period, the price, expressed in dollars per kW-month, specified for such period set forth in the Contract Price Table in Appendix B.

“Contract Quantity” means, with respect to any day during the Delivery Period, the amount of Product, expressed in MW, set forth in the Contract Quantity table in Appendix B for such day.

“CPUC Decisions” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-01-063, 15-06-063, 16-06-045, 17-06-027, and any other existing or subsequent decisions, resolutions, or rulings related to resource adequacy, including, without limitation, the CPUC Filing Guide, in each case as may be amended from time to time by the CPUC.

“CPUC Filing Guide” means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE’s to demonstrate compliance with the CPUC’s resource adequacy program.

“Delivery Period” is defined in Article 1.

“Emission Reduction Credits” or “ERC(s)” means emission reductions that have been authorized by a local air pollution control district pursuant to California Division 26 Air Resources; Health and Safety Code Sections 40709 and 40709.5, whereby such district has established a system by which all reductions in the emission of air contaminants that are to be used to offset certain future increases in the emission of air contaminants shall be banked prior to use to offset future increases in emissions.

“Environmental Costs” means costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, and the Product’s compliance with all applicable environmental laws, rules and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Product, all operating and maintenance costs for operation of pollution mitigation or control equipment, costs of permit maintenance fees and emission fees as applicable, and the costs of all Emission Reduction Credits or Marketable Emission Trading Credits (including any costs related to greenhouse gas emissions) required by any applicable environmental laws, rules, regulations, and permits to operate, and costs associated with the disposal and clean-up of hazardous substances.
introduced to the site, and the decontamination or remediation, on or off the site, necessitated by the introduction of such hazardous substances on the site.

“FCR” means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by a Local Regulatory Authority or other Governmental Body having jurisdiction.

“FCR Attributes” means, with respect to a generating unit, any and all resource adequacy attributes of the generating unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward an LSE’s FCR.

“FCR Contract Quantity” means, with respect to a day included in the Delivery Period, the amount of FCR Attributes, expressed in MW, equal to the Contract Quantity for such day.

“Governmental Body” means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

“Hold-Back Capacity” is defined in Article 8.

“Local RAR” means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“LSE” means “Load Serving Entity” as such term is defined in the Tariff.

“Marketable Emission Trading Credits” means without limitation, emissions trading credits or units pursuant to the requirements of California Division 26 Air Resources; Health & Safety Code Section 39616 and Section 40440.2 for market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, also known as RECLAIM, and allowances of sulfur dioxide trading credits as required under Title IV of the Federal Clean Air Act (see 42 U.S.C. § 7651b(a) to (f)).

“Master Agreement” is defined in the introductory paragraph of this Confirmation.

“Monthly Payment” is defined in Section 3.1.

“MW” means megawatt.
“Procurement Review Group” has the meaning set forth in CPUC Decision D. 02-08-071.

“Product” is defined in Article 1.

“RAR” means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction.

"RA Replacement Capacity" has the meaning set forth in the Tariff.

“Replacement Unit” means a Unit providing RA Replacement Capacity.

“Resold Product” is defined in Section 2.8.

“Resource Adequacy Availability Incentive Mechanism Price” or “RAAIM Price” is as defined in the CAISO Tariff Section 40.9.6.1 or 60 percent of the Capacity Procurement Mechanism Soft-Cap Price. The Capacity Procurement Mechanism Soft-Cap Price is defined in the CAISO Tariff Section 43A.4.1.1.

“Resource Adequacy Capacity” has the meaning set forth in the Tariff.

“RMR Contract” means a Reliability Must-Run Contract as forth in the Tariff.

“Showing Month” means the calendar month that is the subject of the related Compliance Showing, as set forth in the CPUC Decisions and outlined in the Tariff. For illustrative purposes only, pursuant to the Tariff and CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.

“Shown Unit” means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Buyer on the Confirmation Effective Date.

“Substitute Capacity” means Capacity that substitutes for a Resource Adequacy Resource.

“Supply Plan” has the meaning set forth in the Tariff.

“Tariff” means the Fifth Replacement FERC Electric Tariff and the associated CAISO protocol provisions, including any current CAISO-published “Operating Procedures” and “Business Practice Manuals,” in each case as amended or supplemented from time to time.

“Unit” means the generation unit described in Appendix B and any Alternate Unit or Shown Unit.

“Unit EFC” means, with respect to a Unit on any date of determination, the lesser of the Effective Flexible Capacity of the Unit as set by CAISO as of (x) the Confirmation Effective Date and (y) such date of determination.
“Unit NQC” means, with respect to a Unit on any date of determination, the lesser of Net Qualifying Capacity of the Unit as set by CAISO as of (x) the Confirmation Effective Date and (y) such date of determination.
APPENDIX B
PRODUCT AND PRICE INFORMATION

System RAR Product Attributes:

☑ RAR only (default)    □ RAR and FCR

Product Characteristics:

CAISO Zone: North
MCC Bucket: N/A
Flexible Category (if Flexible and System Product): N/A

Contract Quantity and Contract Price

<table>
<thead>
<tr>
<th>Showing Month and Year</th>
<th>RAR Quantity (MW)</th>
<th>FCR Quantity, if any (MW)</th>
<th>Contract Price ($/kW-mo)</th>
</tr>
</thead>
</table>

PG&E Log Number: 33B230Q06
## APPENDIX C
### SUPPLY PLAN INFORMATION

<table>
<thead>
<tr>
<th>Resource Capacity Contract Number</th>
<th>Resource ID in CAISO Master File</th>
<th>RA Capacity (MW 00.00 No Rounding)</th>
<th>RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)</th>
<th>RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)</th>
<th>SCID of Load Serving Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>33B230Q06</td>
<td>DIABLO_7_UNIT 1</td>
<td></td>
<td>10/01/2018 00:00:00</td>
<td>10/31/2018 23:59:59</td>
<td>LSVCE</td>
</tr>
<tr>
<td>33B230Q06</td>
<td>DIABLO_7_UNIT 1</td>
<td></td>
<td>12/01/2018 00:00:00</td>
<td>12/31/2018 23:59:59</td>
<td>LSVCE</td>
</tr>
</tbody>
</table>
APPENDIX D
SUBSEQUENT SALE INFORMATION

<table>
<thead>
<tr>
<th>Contract Key ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefitting LSE SCID:</td>
</tr>
<tr>
<td>Generic Volume (in MW):</td>
</tr>
<tr>
<td>Local Volume (in MW):</td>
</tr>
<tr>
<td>Flexible Volume (in MW):</td>
</tr>
<tr>
<td>Term:</td>
</tr>
</tbody>
</table>
APPENDIX E
NOTICE INFORMATION

Name: Silicon Valley Clean Energy Authority, a California joint powers authority ("Buyer" or "SVCE")

All Notices:

Delivery/Mail Address:
Street: 333 W. El Camino Real, Suite 320
City: Sunnyvale, CA Zip: 94087
Attn: Monica Padilla
Phone: (408) 721-5301 x1016
E-mail: monica.padilla@svcleanenergy.org
Street: 333 W. El Camino Real, Suite 320

Invoices and Payments:
Attn: SVCE Power Settlements
Phone: (408)721-5301
E-mail: SVCEpowersettlements@svcleanenergy.org

Scheduling:
Attn: Brian Goldstein
Phone: (916)936-3303
E-mail: brian@pacificea.com

Wire Transfer:

Credit and Collections:
Attn: SVCE Power Settlements
Phone: (408)721-5301
E-mail: SVCEpowersettlements@svcleanenergy.org

Contract Management
Attn: SVCE Power Settlements
Phone: (408)721-5301
E-mail: SVCEpowersettlements@svcleanenergy.org
With additional Notices of an Event of Default to
Contract Manager:
Attn: Don Eckert, Interim CEO

Name: Pacific Gas and Electric Company, a California corporation
("Seller" or "PG&E")

All Notices:

Delivery Address:
77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan (CWW9@pge.com)
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780

Invoices and Payments:
Attn: Tom Girlich (TAGG@pge.com)
Manager, Electric Settlements
Phone: (415) 973-9381

Outages:
Attn: Outage Coordinator
(ESMOutageCoordinator@pge.com;
RATransactionNotificationList@pge.com)
Phone: (415) 973-1721

Wire Transfer:

Credit and Collections:
Attn: Credit Risk Management
PGERiskCredit@pge.com
Phone: (415) 972-5188

Contract Management
Attn: Elizabeth Molley (EMMG@pge.com)
Contract Management
Phone: (415) 973-2368
With additional Notices of an Event of Default to
Contract Manager:
Attn: Ted Yura (THY1@pge.com)
Senior Manager, Contract Management

PG&E Log Number: 33B230006
Phone: (415) 973-8660

Supply Plan and Replacement Request:
EPP-RAFilingsMailbox@pge.com

Phone: (408)721-5301x1003
E-mail: don.eckert@svcleanenergy.org

PG&E Log Number: 33B230Q06
APPENDIX F

FORM OF LETTER OF CREDIT

Issuing Bank Letterhead and Address

STANDBY LETTER OF CREDIT NO. XXXXXXX

Date: [insert issue date]

Beneficiary: [Insert name and address of Beneficiary]  
Applicant: [Insert name and address of Applicant]

Letter of Credit Amount: [insert amount]

Expiry Date: [insert date that is one (1) year from offer date]

Ladies and Gentlemen:

By order of [Insert name of Applicant] ("Applicant"), we hereby issue in favor of [Insert name of Beneficiary] (the "Beneficiary") our irrevocable standby letter of credit No. [Insert number of letter of credit] ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ [Insert amount in figures followed by (amount in words)] ("Letter of Credit Amount"). This Letter of Credit is available with [Insert name of issuing or paying bank, and the city and state in which it is located] by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on [Insert expiry date] (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. [Insert number] and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

A. "The amount of the accompanying sight draft under Letter of Credit [Insert number of letter of credit] (the "Draft Amount") is owed to [Insert name of Beneficiary] by [Insert name of Beneficiary's counterparty under the RA Confirmation] ("Counterparty") under Confirmation for Resource Adequacy Capacity Product for CAISO Resources dated [insert date of the Confirmation] between [Insert name of Beneficiary] and Counterparty, which entitles [Insert name of Beneficiary] to draw the Draft Amount under Letter of Credit No. [Insert number];" or
B. "Letter of Credit No. [Insert number] will expire in thirty (30) days or less and [Insert name of Beneficiary's counterparty under the RA Confirmation] has not provided replacement security acceptable to [Insert name of Beneficiary]."

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable, and;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount.
5. The Expiry Date of this Letter of Credit shall be automatically extended without amendment for a period of one year and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date, we notify you by registered mail or courier that we elect not to renew this Letter of Credit for such additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at [Insert bank's address for drawings].

All demands for payment shall be made either by presentation of originals or copies of documents, or by facsimile transmission of documents to [Insert fax number], Attention: [Insert name of bank's receiving department]. You may contact us at [Insert phone number] to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a facsimile presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the third (3rd) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at [Insert number and any other necessary details].

Very truly yours,

[insert name of issuing bank]
Exhibit A  SIGHT DRAFT

TO
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $________________________ DATE: ____________________

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S.$________ (___________ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY: ________________________________
NAME AND TITLE

24
PG&E Log Number: 33B230Q06
AMENDED. THIS CONFIRMATION RESTATES AND SUPERSEDES ANY CONFIRMATION PREVIOUSLY ISSUED BY US IN CONNECTION WITH THIS TRANSACTION.

Commodities

Morgan Stanley Capital Group Inc.
Attn: Commodities
1585 Broadway
New York, NY 10036-8293

Date: August 13, 2018
To: SILICON VALLEY CLEAN ENERGY AUTHORITY
650 WEST OLIVE AVENUE
SUNNYVALE CA 94086

Contact: Commodity Confirms
Phone: 914-225-4300
Fax: 914-750-0445
Email: CommodConfNY@morganstanley.com

Reference No.: E6155127 v. 2
Trade Date: August 13, 2018

This electronic communication and any attachments hereto, are intended only for use by the addresses(s) named herein and may contain legally privileged and/or confidential information, which is exempt from disclosure under applicable law. If you are not the intended recipient of this electronic communication, you are hereby notified that any examination, dissemination, disclosure, distribution, or copying of, or reliance on or use of this electronic communication, and any attachments hereto, is strictly prohibited. If you have received this electronic communication in error, please notify me immediately on the above telephone number and permanently destroy all copies of this electronic communication.

This confirmation confirms the terms of Morgan Stanley Capital Group Inc. ("MSCGI") agreement regarding the sale of firm energy (the "Transaction") to SILICON VALLEY CLEAN ENERGY AUTHORITY. The terms are as follows:

**Purchaser:** SILICON VALLEY CLEAN ENERGY AUTHORITY

**Seller:** MSCGI

**Term:** August 15, 2018 to September 30, 2018

**Delivery Hours:**
- Weekdays: Monday through Saturday, include NERC holidays, HE 0100 through 2400 (24 hours)
- Weekend: Saturday through Sunday, including NERC holidays, HE 0100 through 2400 (24 hours)
Pacific Prevailing Time (PPT)

**Contract Quantity:** As per Appendix I (Total [redacted] MWh)

**Delivery Point:** NP15 EZ GEN HUB

**Energy Price:**
- August 2018: [redacted] per MWh
- September 2018: [redacted] per MWh

**Special Conditions:** This purchase and sale of energy is Firm (LD). The parties agree to notify each other as soon as possible of any interruption or curtailment affecting this transaction.

**Scheduling:** Scheduling to be completed in accordance with WECC Guidelines.

"CAISO Energy" means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the Tariff) that is or will be scheduled as a Scheduling Coordinator ("SC") to SC transaction pursuant to the applicable tariff and protocol provisions of the California Independent System Operator ("CAISO") (as amended from time to time, the "Tariff") for which the only excuse for failure to deliver or receive is an "Uncontrollable Force" (as defined in the Tariff).

A CAISO "Schedule Adjustment" (defined as a schedule change implemented by the CAISO that is neither caused by or within the control of either Party) shall not constitute an Uncontrollable Force; rather if there is a CAISO Schedule Adjustment, the Party negatively impacted shall notify the other Party and the Parties shall be obligated to exercise their reasonable efforts to reach an equitable resolution that reflects as nearly as practicable, the intention of the Transaction as originally negotiated. All terms used within the definition of CAISO Energy but not defined in the Agreement shall have the meaning ascribed to them in the Tariff.

**Morgan Stanley Real-Time Communications and Scheduling**

<table>
<thead>
<tr>
<th>Option Exercise Line:</th>
<th>914-225-1501</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Prescheduling:</td>
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<tr>
<td>Eastern Prescheduling:</td>
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<tr>
<td>Real Time (24 hour):</td>
<td>914-225-1500</td>
</tr>
</tbody>
</table>

The parties agree that this transaction is a Forward Contract within the meaning of the U.S. Commodity Exchange Act, and in reliance upon such agreement, each party represents to the other that, as of the date the transaction is entered into:

(a) It is a commercial market participant with respect to the specified commodity and is entering into the transaction in connection with its business; and

(b) It intends to make or take physical delivery of the specified commodity.
This letter is being provided pursuant to and in accordance with the EEI Master Agreement for purchase and sale of Physically settled Electricity in the US and Canada dated November 23, 2016, the ("Agreement") between SILICON VALLEY CLEAN ENERGY AUTHORITY and MSCGI, and constitutes part of and is subject to all the terms and provisions of such agreement. Terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

If the recipient of the confirmation disagrees with any of the terms summarized herein, it shall promptly notify MSCGI by telephone and facsimile transmission. Failure by the recipient to execute and return this confirmation or to notify MSCGI of its disagreement within three (3) Business Days of receiving this confirmation constitutes the Counterparty's agreement to the terms set forth herein. Please confirm that terms stated herein accurately reflect the agreement reached between SILICON VALLEY CLEAN ENERGY AUTHORITY and MSCGI by returning an executed copy of this Confirmation Letter. (Fax: 914-750-0445)

Yours Sincerely,

Parker Corbin  
Authorised Signatory  
Morgan Stanley Capital Group Inc.

Confirmed as of the date first written above:

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: 

Donald Eley
Name: 
Title: Director of Finance & Admin

Morgan Stanley Reference: E6155127
Appendix I

Weekdays:

<table>
<thead>
<tr>
<th></th>
<th>Aug-18</th>
<th>Sep-18</th>
</tr>
</thead>
<tbody>
<tr>
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Morgan Stanley Reference: E6155127
Weekend:

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<tr>
<th>HE</th>
<th>Aug-18</th>
<th>Sep-18</th>
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<tbody>
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<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 3: Adopt Fiscal Year 2018-19 Operating Budget and Adopt Resolution Amending the Organization Chart, Job Classifications, and Salary Schedule

Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board adopt the recommended Fiscal Year 2018-19 Operating Budget and Resolution 2018-10 amending the organizational chart, job classifications and salary schedule.

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
A draft of the recommended FY 2018-19 operating budget was presented to the Finance and Administration Committee at the September 4, 2018 meeting. The Committee approved receipt of the report and recommends approval by the Board. Additionally, the Finance and Administration Committee wanted to communicate to the Board that approval of the budget does not imply approval of the rate assumptions the budget revenues are based on. Decisions on rates will be considered later in the year.

BACKGROUND
The recommended Operating Budget includes updated information that results in significant changes to the projections from the Proposed budget presented at the July 11, 2018 Board meeting. The major updates include an increase in the Power Cost Indifference Allocation (PCIA) charge of 21% and a decrease in Pacific Gas and Electric (PG&E) generation rates of 8%. The overall reduction in revenues as a result of these updates is $26.2 million.

ANALYSIS & DISCUSSION
The Recommended FY 2018-19 Operating Budget is balanced and present SVCE in stable financial condition. The project balance available for reserves of $29.5 million is a decrease of $20.8 million or 41.4% compared to the FY 2017-18 Mid-Year Budget.

Operating revenues are projected at $260.1 million which is $5.8 million or 2.3% increase. The addition of revenues due to a full year of serving the City of Milpitas was partially offset by the increase in the PCIA charge and the reduction in PG&E generation rates.

Operating expenses are projected at $230.6 million or 13% increase. The primary driver was power supply cost as a result of serving the City of Milpitas, the impact of regulatory risk in power procurement and contingency for unhedged power. Non-Power Supply cost are projected to decrease by $2.7 million or 12.5% due to minimal debt service.
The recommended operating budget shows an increase of $5.8 million or 2.3% compared to the FY 2017-18 Mid-Year Budget.

- Energy Sales project to increase by $5.3 million or 2.1%. The increase in energy sales of $31.4 million due to serving the City of Milpitas for a full fiscal year was partially offset by changes to the PCIA and PG&E generation rates. PCIA is projected to increase by 21% but a decision from the California Public Utilities Commission (CPUC) will not be known until after the Board of Directors meeting. PG&E generation rates are projected to decrease by 8%. This assumption is based on the recent Energy Resource Recovery Account (ERRA) filing from PG&E with final rates not known until end of the 2018. The full impact to energy sales from the PCIA and PG&E generation rate changes will be included in the Mid-Year Budget in February 2019.
- GreenPrime revenues are projected to remain flat as there are no changes in the assumed customer participation rate or to the premium rate applied.
- Other revenues include wholesale activity such as the sale of excess capacity. The recommended budget is based on historical performance.
- Investment Income projects to increase by $0.4 million due to larger cash reserves and a rising interest rate market.

Operating Expenses
The recommended operating budget shows an increase of $26.6 million or 13% compared to the FY 2017-18 Mid-Year Budget. Operating expenses excluding power supply cost results in a favorable comparison of $2.7 million or 12.5%.

- Power Supply cost projects to increase by $29.3 million or 16%. The primary drivers include power supply to serve incremental load from the City of Milpitas and procuring open PCC2 power supply positions with more expensive PCC1 power supply due to regulatory risk. Power supply is well hedged for the fiscal year, including near 100% of resource adequacy needs. However, the budget includes contingency to account for unhedged positions or price shocks.
- Data Management and PG&E Billing Services expenses projects to increase by $0.3 million due to more accounts to serve. The billing services and data management contracts are based on a fixed fee per customer account.
- Professional Services expenses projects to increase by $0.5 million. The primary drivers include funding for legal support for future Request of Offers (RFO’s) in power supply including procurement for distributed energy resources and long-term power purchase agreements, technical support for regulatory and legislative issues and evaluation of programs.
- Marketing and Promotions expenses projects to increase by $0.6 million. The drivers for the increase were identified in the budget priorities presentation to the Board of Directors at the May 9, 2018 Board meeting. Funding increases support the following:
  - Developing a website knowledge center.
  - Support of a data analytics platform to gain a better understanding of meter interval data to assist with programs and rate designs.
  - Communication partnership with PG&E to educate ratepayers on the Time-Of-Use (TOU) rate transition in 2020.
  - Benchmark market survey to increase intelligence of customer interests.
- Lease expenses projects to remain flat. Consideration of office expansion has been deferred until next year.
- Capital expenses projects to increase by $0.1 million to fund improvements in office configuration and equipment for new employees.
- Debt Service expenses are minimal. SVCE will have a one-year $20 million line of credit in place and budgeted financing costs upon retirement of the credit agreement.
- Programs expenses projects to increase by $0.1 million. The programs line item is based on 2% of projected energy sales.
- General and Administrative expenses projects to remain flat.
- Notification expenses projects slight increase due to incremental customer accounts.
• Other Cash Inflow/Outflow projects to be flat. Earlier this year, the California Public Utilities Commission (CPUC) issued a decision to establish re-entry fees through financial security requirements (FSR’s) for Community Choice Aggregators (CCA’s) to meet statutory obligation. The budget reflects the minimum posting required by the CPUC. The FSR will be partially offset by the return of the $0.1 million bond by the CPUC that was posted by SVCE when the agency was established.

• Employment expenses projects to increase by $1.3 million. The primary drivers include:
  o Funding of four (4) new positions for a full-time-equivalent (FTE) count of twenty-five (25).
  o Amendments to the salary table to include recommendation from the compensation study conducted by an outside consultant and an across-the-board 3.4% increase to the minimum and maximum range of the salary table based on the Consumers Price Index (CPI) for the Urban Bay Area as published by United States Bureau of Labor Statistics (See Attachment 2).
  o Funding of enhancements to the benefits package as part of an overall strategy to attract and retain employees.

**Table of Organization**
The recommended table of organization includes implementation of broadbanding. The Broadbanding concept was presented to the Board of Directors at the July 11, 2018 Board meeting. More positions than funded FTE’s are included to allow flexibility of movement of staff both vertically within a department and horizontally across the agency. The organization chart is shown in Attachment 1 with new positions (headcount stays at 25 though there are 30 positions in the new organization chart) colored in yellow.

**Senate Bill (SB) 237**
Recently, SB237 was passed through the Senate and awaits Governor approval. The legislation would increase the ceiling of customer load allowed to receive their energy needs from Direct Access (DA) providers. The impact to SVCE will be projected in the Mid-Year Budget.

**STRATEGIC PLAN**
The goals and objectives of the strategic plan is the primary driver in the development of the recommended budget.

**ALTERNATIVE**
This report is being provided to inform the Board of the activities associated with the development of the FY 2018-19 budget. Staff considered many alternatives requested by Agency Directors and the Board in developing a final budget recommendation.

**FISCAL IMPACT**
The recommended FY 2018-19 Operating Budget includes total revenues of $260.1 million and total expenses of $230.6 million projecting a surplus of $29.5 million.

**ATTACHMENTS**
1. SVCE Amended Organization Chart
2. Recommended FY 2018-19 Operating Budget
3. Resolution 2018-10 – Amendment of the Organizational chart, Job classifications and Salary Schedule
4. Job Descriptions for New and Revised Positions
SVCE Amended Organization Chart

Please note positions shown in yellow are new for FY 2018-19
## SILICON VALLEY CLEAN ENERGY
### FY 2018-19 RECOMMENDED BUDGET
($ in thousands)

<table>
<thead>
<tr>
<th>Line</th>
<th>DESCRIPTION</th>
<th>FY2017-18 MID-YEAR BUDGET</th>
<th>FY 2018-19 PROPOSED BUDGET</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Energy Sales</td>
<td>253,508</td>
<td>258,832</td>
<td>5,324</td>
</tr>
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<td>2</td>
<td>Green Prime Premium</td>
<td>610</td>
<td>614</td>
<td>4</td>
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<tr>
<td>3</td>
<td>Other Income</td>
<td>51</td>
<td>100</td>
<td>49</td>
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<tr>
<td>4</td>
<td>Investment Income</td>
<td>100</td>
<td>500</td>
<td>400</td>
</tr>
<tr>
<td>5</td>
<td>TOTAL REVENUES</td>
<td>$254,269</td>
<td>$260,045</td>
<td>$5,777</td>
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<td>6</td>
<td>Power Supply</td>
<td>182,561</td>
<td>211,815</td>
<td>(29,254)</td>
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<td>7</td>
<td>Data Management</td>
<td>3,277</td>
<td>3,375</td>
<td>(99)</td>
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<tr>
<td>8</td>
<td>PG&amp;E Fees</td>
<td>887</td>
<td>1,074</td>
<td>(187)</td>
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<tr>
<td>9</td>
<td>Employment Expenses</td>
<td>3,555</td>
<td>4,833</td>
<td>(1,278)</td>
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<tr>
<td>10</td>
<td>Professional Services</td>
<td>1,325</td>
<td>1,830</td>
<td>(505)</td>
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<tr>
<td>11</td>
<td>Marketing &amp; Promotions</td>
<td>550</td>
<td>1,103</td>
<td>(553)</td>
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<td>12</td>
<td>Notifications</td>
<td>125</td>
<td>155</td>
<td>(30)</td>
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<td>13</td>
<td>Lease</td>
<td>335</td>
<td>326</td>
<td>9</td>
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<td>14</td>
<td>General &amp; Administrative</td>
<td>598</td>
<td>636</td>
<td>(38)</td>
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<td>15</td>
<td>TOTAL EXPENSES</td>
<td>$193,213</td>
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<td>($31,935)</td>
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<td>16</td>
<td>TOTAL EXPENSES W/O POWER SUPPLY</td>
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<td>($2,681)</td>
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<td>17</td>
<td>Various Programs</td>
<td>5,070</td>
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<td>TOTAL ENERGY PROGRAMS</td>
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<td>$5,177</td>
<td>($106)</td>
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<td>Facility Equipment</td>
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<td>TOTAL CAPITAL INVESTMENT</td>
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<td>($100)</td>
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<td>21</td>
<td>Financing</td>
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<td>(30)</td>
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<td>22</td>
<td>Interest</td>
<td>16</td>
<td>-</td>
<td>16</td>
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<td>23</td>
<td>Principal</td>
<td>5,630</td>
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<td>5,630</td>
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<td>TOTAL DEBT SERVICE</td>
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<td>Financial Security Requirement</td>
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<td>(147)</td>
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<td>26</td>
<td>Refund of Bond</td>
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<td>100</td>
<td>100</td>
</tr>
<tr>
<td>27</td>
<td>TOTAL CASH INFLOWS/(OUTFLOWS)</td>
<td>$0</td>
<td>($47)</td>
<td>($47)</td>
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<tr>
<td>28</td>
<td>BALANCE AVAILABLE FOR RESERVES</td>
<td>$50,290</td>
<td>$29,494</td>
<td>$20,796</td>
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</table>
RESOLUTION NO. 2018-10
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AMENDING THE ORGANIZATION CHART, JOB CLASSIFICATIONS AND SALARY SCHEDULE

WHEREAS, the Silicon Valley Clean Energy Authority ("Authority") was formed on March 31, 2016 pursuant to a Joint Powers Agreement to study, promote, develop, conduct, operate, and manage energy programs in Santa Clara County; and

WHEREAS, under Section 2.5.2 of the Joint Powers Agreement creating the Authority, the Authority has the power to employ agents and employees; and

WHEREAS, the Board of Directors adopted Resolution No. 2016-06 on August 10, 2016 establishing an Organization Chart for the Authority and salary ranges for the established positions; and

WHEREAS, the Board of Directors adopted Resolution No. 2017-07 on June 14, 2017 amending the adopted Organization Chart to delete one Community Outreach Specialist and add one additional Account Services Representative; and

WHEREAS, the Board of Directors adopted Resolution No. 2017-10 on December 13, 2017 amending the adopted Organization Chart to add the position of Manager of Regulatory & Legislative Affairs, remove the position of Regulatory/Legislative Analyst, and modify the salary ranges for all positions; and

WHEREAS, the Board of Directors adopted Resolution No. 2018-06 on April 11, 2018 amending the adopted Organization Chart to add the positions and salary ranges of Associate Legislative Analyst, Director of Decarbonization and Grid Innovation Programs, and Senior Regulatory Analyst; to modify the position titles of the Director of Administration and Finance, Director of Marketing and Public Affairs, Manager of Regulatory and Legislative Affairs, one Power Resource Planning and Programs Analyst, and one Administrative Analyst; and to eliminate the positions of Finance Manager, General Counsel and Director of Government Affairs, and one Power Resource Planning and Programs Analyst; and to modify the salary ranges for all positions; and

WHEREAS, to meet the needs of the Authority and to better represent the work being performed, the Chief Executive Officer has recommended that the Board amend the adopted Organization Chart and schedule of job classification titles and salary ranges.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Authority’s schedule of job classification titles and salary ranges is amended to add new positions and salary ranges, modify existing position titles, and remove existing positions, as shown below. The following schedule of job classification
titles and salary ranges shall replace and supersede the schedule shown in Resolution 2018-06:

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<thead>
<tr>
<th>Title</th>
<th>Minimum Salary (Annual $)</th>
<th>Maximum Salary (Annual $)</th>
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<tbody>
<tr>
<td>Account Services Manager</td>
<td>107,354</td>
<td>168,699</td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>116,300</td>
<td>182,757</td>
</tr>
<tr>
<td>Administrative Analyst</td>
<td>80,516</td>
<td>137,912</td>
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<tr>
<td>Administrative Assistant</td>
<td>53,677</td>
<td>85,193</td>
</tr>
<tr>
<td>Analyst</td>
<td>80,516</td>
<td>126,524</td>
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<tr>
<td>Associate Analyst</td>
<td>67,096</td>
<td>105,437</td>
</tr>
<tr>
<td>Associate Data Analyst</td>
<td>79,504</td>
<td>117,845</td>
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<tr>
<td>Associate Legislative Analyst</td>
<td>69,333</td>
<td>108,952</td>
</tr>
<tr>
<td>Board Clerk / Executive Assistant</td>
<td>98,408</td>
<td>159,280</td>
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<tr>
<td>Communications Manager</td>
<td>107,354</td>
<td>168,699</td>
</tr>
<tr>
<td>Communications Specialist</td>
<td>58,150</td>
<td>95,034</td>
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<td>Community Outreach Specialist</td>
<td>58,150</td>
<td>95,034</td>
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<tr>
<td>Data Analyst</td>
<td>92,924</td>
<td>138,932</td>
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<tr>
<td>Director of Account Services and Community Relations</td>
<td>143,139</td>
<td>224,932</td>
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<tr>
<td>Director of Decarbonization and Grid Innovation Programs</td>
<td>126,977</td>
<td>195,991</td>
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<tr>
<td>Director of Finance &amp; Administration</td>
<td>143,139</td>
<td>249,675</td>
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<td>Director of Power Resources</td>
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<td>267,107</td>
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<tr>
<td>Energy Associate</td>
<td>67,096</td>
<td>105,437</td>
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<tr>
<td>Energy Consultant</td>
<td>80,516</td>
<td>126,524</td>
</tr>
<tr>
<td>Management Analyst</td>
<td>98,408</td>
<td>154,641</td>
</tr>
<tr>
<td>Manager of Decarbonization and Grid Innovation Programs</td>
<td>116,300</td>
<td>182,757</td>
</tr>
<tr>
<td>Manager of Regulatory &amp; Legislative Affairs</td>
<td>119,762</td>
<td>181,107</td>
</tr>
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<td>Power Resources Manager</td>
<td>134,193</td>
<td>210,874</td>
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<tr>
<td>Power Resources Planner</td>
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<td>Power Settlements &amp; Compliance Analyst</td>
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<tr>
<td>Senior Analyst</td>
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<td>Senior Data Analyst</td>
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<td>Senior Energy Consultant</td>
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<tr>
<td>Senior Regulatory Analyst</td>
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<td>147,612</td>
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</table>
Section 2. The organization of positions shall be as shown in Attachment 1: SVCE Organization Chart. This new Organization Chart shall replace and supersede the Organization Chart adopted by Resolution 2018-06.

Section 3. The Chief Executive Officer shall create and maintain as needed job descriptions for each classification.

Section 4. The Chief Executive Officer is authorized to initiate recruitments and hire for all new positions.

ADOPTED AND APPROVED this 12th day of September, 2018.

Chair

ATTEST:

Clerk

Attachment 1: SVCE Organization Chart
ADMINISTRATIVE SERVICES MANAGER

SALARY RANGE: $1,167,007 - $1,826,759

SUMMARY DESCRIPTION

The Administrative Services Manager works under direction of the Director of Finance and Administration and has wide range of duties to support SVCE’S internal functions including strategic planning, accounting and budget tracking, contract management, Information Technology (IT) security, office and property management, Human Resources and records maintenance.

The position requires knowledge of project and contract management, finance, client and vendor relationship management, personnel management, information technology, human resources, and office/property management.

This position performs assignments under direction of the Director of Finance and Administration. The Administrative Services Manager works closely with other SVCE management and staff to ensure internal effectiveness.

SUPERVISION RECEIVED AND EXERCISED

This position supervises SVCE administrative staff including but not limited to Administrative Assistants, Administrative Analysts and Management Analysts.

ESSENTIAL FUNCTIONS

Management and Strategy

• Organize, plan, and prioritize work, developing specific goals and ensuring implementation of action plans to meet internal organizational needs
• Hire, train, evaluate, and supervise administrative staff
• Provide consistent support and feedback to assigned staff, assist with the creation of professional development plans, and conduct annual performance evaluations
• Assist the Director of Finance and Administration with ensuring effective internal communications within the department and across the organization
• As assigned, assist with the implementation of SVCE’s Strategic Plan
• As assigned, provide support to the Director of Finance and Administration on special projects
• As assigned, provide redundancy for the Director of Finance and Administration in his/her absence

Property and Office Management
• Manage office space, workstation, and storage configuration and support the Director of Director of Finance and Administration with the expansion of office space as needed
• Coordinate building maintenance and repairs according to annual requirements and as issues arise, including but not limited to HVAC, elevator, security system, utilities, and garbage/recycling
• Oversee vendor contracts pertaining to building maintenance, including ensuring contract compliance and reviewing invoices for accuracy
• Anticipate, track, and manage property and office expenses according to the budget
• Manage the office security system, be a main contact person for emergencies, and provide updates and training as needed
• Respond to staff in a timely manner to resolve lighting and thermostat issues
• Regularly update and distribute SVCE’s emergency preparedness documents, coordinate regular staff trainings and drills, and implement the procedures in the absence of the Director of Finance & Administration.
• Assist the Director of Finance and Administration with on-site construction projects
• Regularly solicit feedback from staff to determine new issues and needs

Contract and Expense Management

• Manage Operations contracts as assigned, including vendor selection and performance monitoring, and request draft contracts and addenda as needed
• Review invoices and manage approvals
• Review expense reports for accuracy and compliance with SVCE guidelines
• Assists the Director of Finance and Administration with management of the Operations budget
• Review, approve, and/or mitigate problematic invoices with management staff and external vendors
• Oversee the Administrative Assistant(s) and provide support and redundancy as needed:
  o Track contract balances, prepare reports, and communicate with staff to identify time/dollar increases in a timely manner
  o Resolve invoice and billing issues, and maintain current contact information
  o Create and track outgoing invoices and incoming payments
  o Purchase office supplies and identify opportunities for cost savings and environmentally friendly purchasing
• Assist the Director of Finance and Administration with research and special projects as needed
• Provide support to SVCE’s Power Settlements staff as needed

Information Technology and Records Management

• Oversee IT activities to ensure adequate and timely support is being delivered to SVCE staff
• Manage IT services and security for employees and outside consultants
• Anticipate, track, and manage IT expenses according to the budget
• In coordination with the Director of Finance and Administration, interface with vendors to ensure audio-visual and other equipment is functioning appropriately
• Create procedural documents and tutorials for staff
• Lead the SVCE IT Security Team
• Troubleshoot IT issues as needed
• Maintain a current inventory of SVCE equipment, including computer hardware and software, other workstation equipment, and furniture, and communicate changes to SVCE’s Director of Finance and Administration as needed
• In collaboration with the Director of Finance and Administration, ensure storage and management of SVCE records and information as required by applicable policies and regulations
• Assist with responses to public information requests as needed

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge of:*
• Public agency processes both for internal and external engagement purposes
• Best practices for program and project management
• Principles and practices of supervision
• Data analysis
• Microsoft Office Suite (Excel, Word, PowerPoint, Outlook, Access)
• Google Applications (Gmail, Drive, Docs, Sheets, Slides, Forms)
• Adobe Suite

*Ability to:*
• Manage multiple priorities and quickly adapt to changing priorities in a fast-paced, dynamic environment
• Direct and evaluate the work of staff
• Perform data analysis
• Negotiate contracts as needed with external entities
• Take responsibility and work independently, as well as coordinate team efforts
• Be thorough and detail-oriented
• Work accurately and efficiently under pressure
• Demonstrate patience, tact, and courtesy
• Represent SVCE in an effective, strategic, and beneficial way to internal and external stakeholders
• Establish and maintain effective working relationships with persons encountered during the performance of duties
• Exercise sound judgment, creative problem solving, and commercial awareness
• Develop high-quality writing, research, and communication work products
• Develop, manage, and improve project time management practices
• Deliver clear oral and written communication
• Interact professionally and effectively with contractors, commercial partners, SCCE staff, and Board of Directors
• Apply strong analytical and problem-solving skills
• Manage projects and time efficiently
• Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals
• Compute rate, ratio and percent

**REQUIRED QUALIFICATIONS**
EXPERIENCE and TRAINING GUIDELINES: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in public administration, business, accounting, public relations, environmental science/studies, political science, public policy or a related field.

EXPERIENCE: a minimum of six (6) years of progressively responsible management and/or supervisory experience in a corporate environment, public agency/municipality or in a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ANALYST

**SALARY RANGE**: $80,516 - $126,524

**SUMMARY DESCRIPTION**
The Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities; analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification; supporting the development of written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Analyst may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of Program staff, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Carry out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
- Support integrated resource planning efforts.
- Support the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
- Support the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
- Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
- Support the development and implementation of SVCE’s overarching decarbonization roadmap.
- Write staff reports and presentations for Board and Committee meetings.
- Performs related duties and responsibilities as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge:
- Principles of electricity generation, transmission, distribution and infrastructure.
- Data analytics and statistics.
- End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
- Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
- Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
- Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:
- Proficiency in Microsoft Office Suite and GIS software.
- Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Four (4) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ASSOCIATE ANALYST

**SALARY RANGE:** $67,096 – $105,437

**SUMMARY DESCRIPTION**
The Associate Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Associate Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities; analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification; supporting the development of written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Associate Analyst may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of Program staff, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Carry out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
- Support integrated resource planning efforts.
- Support the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
- Support the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
- Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
- Support the development and implementation of SVCE’s overarching decarbonization roadmap.
- Write staff reports and presentations for Board and Committee meetings.
- Performs related duties and responsibilities as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

**Knowledge:**
- Principles of electricity generation, transmission, distribution and infrastructure.
- Data analytics and statistics.
- End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
- Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
- Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
- Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

**Ability to:**
- Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Two (2) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.
-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ASSOCIATE DATA ANALYST

SALARY RANGE: $79,504 - $117,845

SUMMARY DESCRIPTION
The Associate Data Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Associate Data Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing; designing and conducting the evaluation, measurement and verification for programmatic initiatives; creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Associate Data Analyst may be assigned to assist in the work of other SVCE teams and perform data analysis tasks for SVCE, as required.

**SUPervision received and exercised**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors.

**Essential Functions**
- Use data analytics, statistics, and application development skills to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to develop solutions to data-intensive problems.
- Collaborate with internal and external stakeholders to understand business and policy challenges, goals and objectives and translate them into data analytics use cases.
- Design and develop sophisticated data analytics dashboards and visualization tools to support programs and overall business goals.
- Support the development and implementation of SVCE’s overarching data strategy.
- Support the development of partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community.

**Knowledge, Skills, and Abilities**

**Knowledge:**
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement, or other to be determined areas.

**Ability to:**
- Excellent programming skills in Python or another interpreted programming language such R or Matlab.
- Proficient with GIS software tools.
- Proficiency in Microsoft Office Suite.
- Superior project management skills, including managing multiple priorities.
- Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Ability to work independently or in a team, as needed.
- Excellent written and oral communication skills.

**Required qualifications**

**Experience and Training Guidelines:** Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:
EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Two (2) years of progressively responsible experience as a data analyst at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
COMMUNICATIONS MANAGER

**SALARY RANGE:** $107,354 - $168,699

**SUMMARY DESCRIPTION**
The Communications Manager develops and executes the strategic communications efforts of the agency and has a wide range of responsibilities related to the implementation of marketing efforts across departments and teams at SVCE. The Communications Manager tracks and implements marketing campaigns by managing media buys and managing the development of ad content. In addition to managing the implementation and creation of marketing outreach programs, the Communications Manager also oversees and reviews social media campaigns and posts. The Communications Manager tracks and manages the SVCE Communications Budget expenditures.

**SUPERVISION RECEIVED AND EXERCISED**
The Communications Manager works under general direction from the Director of Account Services and Community Relations. This position requires supervisory responsibilities.

**ESSENTIAL FUNCTIONS**
- Plans and executes strategic marketing campaigns, collateral and promotional material that support business and community development goals.
- Plans, organizes, and implements a wide variety of events including community meetings, press conferences and ribbon cutting ceremonies.
- Provides supervision to assigned Community Relations team members, including initial and annual performance evaluations.
- Distributes press releases and performs media relations.
- Tracks, coordinates and makes recommendations for SVCE sponsorships.
- Tracks and coordinates print mailing campaigns with print vendor.
- Plans, manages and reviews social media campaigns and posts.
- Reviews and updates copy for print and digital SVCE collateral.
- Organizes and plans local photoshoots.
- Prepares and distributes miscellaneous documents as needed such as information packets for interested parties.
- Staffs SVCE community events and meetings.
- Acts as liaison with third party contractors specific to the Community Relations team.

**KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of:
- The organization and operations of a local government joint powers authority agency and concepts of public administration.
- The history of Community Choice Aggregation legislation and implementation in California and the history, implementation and operation of SVCE.
- Principles, techniques and methods of public information, integrated marketing
communication, community and media relations and public education.

- Methods, operational characteristics, services, and activities necessary for effective community outreach.
- Best practices for event planning.
- Techniques and methods of preparing and reviewing information, news releases and information materials including graphics and written copy.
- Principles, practices and methods of writing, publishing, and disseminating a variety of informational materials; of graphic design, photography, and printing.
- E-mail marketing platforms such as MailChimp.
- Principles of management, supervision, training and performance evaluation.
- Microsoft Office Suite, Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat as well as web development tools such as WordPress and/or HTML.

**Ability to:**

- Take responsibility and work independently, as well as through collaborative efforts.
- Convey complex information in a simple and understandable manner.
- Manage multiple priorities, meet deadlines, and quickly adapt to changing priorities in a fast paced dynamic environment.
- Achieve goals and provide accurate, timely, and meaningful progress updates.
- Work well under pressure.
- Be thorough and detail-oriented.
- Demonstrate patience, tact, and courtesy at all times.
- Identify and solve problems effectively and expeditiously.
- Establish and maintain effective working relationships with persons encountered during the performance of duties.
- Direct, supervise and coordinate the work of assigned staff.
- Communicate effectively verbally, in writing, and through presentations.
- Make effective and dynamic presentations to community groups, governmental bodies and the SVCE Board and staff to achieve desired results.
- Exercise sound judgment, creative problem solving, effective dispute resolution, and commercial awareness.
- Provide excellent customer service and communicate clearly and effectively with customers.
- Understand, anticipate, and appreciate customer needs and concerns.

**Willingness to:**

- Work occasional overtime or on weekends and evenings.

**REQUIRED QUALIFICATIONS**

**Experience and Training Guidelines:** Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**EDUCATION:** A Bachelor’s Degree from an accredited university or college in communications, public relations, environmental science/studies, political science, public policy or a related field.

**EXPERIENCE:** Five (5) years of progressively responsible experience in marketing, communications, public relations or community outreach at a public agency, private
marketing firm, electric utility, regulatory agency, or legislative office with emphasis on environmental issues and sustainability.

**LICENSE:** Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

**PHYSICAL AND WORKING CONDITIONS**
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**ENVIRONMENT:** Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
COMMUNICATIONS SPECIALIST

**SALARY RANGE**: $58,150 - $95,034

**SUMMARY DESCRIPTION**
The Communications Specialist will work under the direction of the Communications Manager on a wide range of marketing and communications activities that support the ongoing development and execution of the Silicon Valley Clean Energy (SVCE) communications plan. The position is focused on strategic messaging and content development to tell stories that will help all stakeholders understand and embrace the values that SVCE brings to our community.

The Communications Specialist will work closely with multiple department and stakeholders to assess the ongoing marketing and communications needs that will advance the agency’s goals, and increase public awareness of the agency and our mission.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Communications Manager. The role will require some management of fellows, interns, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Creates content to share stories about SVCE and our customers.
- Grows our online audience and subscribers with email newsletters and social media.
- Develops messaging targeted to customer personas.
- Conducts customer surveys.
- Assists with developing resources for customers such as online and printed guides, videos and other materials.
- Writes and leads award entries.
- Assists with developing marketing materials and communications strategies for programs.
- Updates website as needed.

**KNOWLEDGE, SKILLS AND ABILITIES**

*Knowledge of:*
- Marketing campaign development and execution.
- Use of Google Analytics and other measurement tools to evaluate campaign effectiveness and reach.
- E-mail marketing platforms such as MailChimp.
- Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat as well as web development tools such as WordPress and/or HTML.

*Ability to:*

• Manage multiple priorities and quickly adapt to changing priorities in a fast-paced dynamic environment.
• Take responsibility and work independently, as well as coordinate team efforts within SVCE and the greater CCA community.
• Superior writing skills, especially related to marketing materials (e.g. newsletters, social media, collateral, press releases).
• Orally communicate complex topics in easy to understand presentations before the Board, staff, stakeholders and other audiences.
• Be thorough and detail-oriented.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact, and courtesy at all times.
• Read, write and speak Spanish is desirable.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS
Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in communications, public relations, environmental science/studies, political science, public policy or a related field.

EXPERIENCE: Two (2) years of progressively responsible experience in marketing, communications, public relations or community outreach at a public agency, private marketing firm, electric utility, regulatory agency, or legislative office with emphasis on environmental issues and sustainability.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management,
co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
COMMUNITY OUTREACH SPECIALIST

SALARY RANGE: $58,150 - $95,034

SUMMARY DESCRIPTION
The Community Outreach Specialist works under the direction of the Communications Manager on a wide range of marketing and communications activities that support the ongoing development and execution of the Silicon Valley Clean Energy (SVCE) communications plan. The Community Outreach Specialist will interface with a wide range of community, stakeholder, and customer groups to advance SVCE programs and goals.

The Outreach Specialist is responsible for cultivating and developing relationships with key stakeholder groups, and for communicating SVCE’s central messages consistently to target audiences via professional networking, printed literature, web-based material, electronic correspondence, public presentations and verbal interactions. The Outreach Specialist also participates in community events, conducts outreach to local government representatives, and responds to inquiries from potential customers via email, telephone and in-person dialogue.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Communications Manager. The role will require some management of fellows, interns, consultants and contractors.

ESSENTIAL FUNCTIONS
- Plans, organizes and implements community outreach efforts to enhance marketing of SVCE services to customers and all stakeholders.
- Initiates and develops collaborative relationships with community members, local business owners, municipal staff, public officials, and other key stakeholders.
- Cultivates partnerships and mobilizes public support to expand public awareness of and increase enrollments in SVCE programs via attending or sponsoring public events, advertising, e-mailing, and cold calling.
- Emphasizes product and service features and benefits.
- Delivers presentations to various community groups and local representatives.
- Participates in events to distribute information about SVCE and interact with members of the public.
- Acts as a liaison to local groups, civic institutions, and community-based organizations.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:
- SVCE electric service options and customer programs.
- The SVCE service territory.
- The mission and goals of SVCE.
• Environmental policy, public administration, and energy regulation.
• Microsoft Office Suite including Excel, Word and PowerPoint.
• Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat as well as web development tools such as WordPress and/or HTML.
• Diverse communities and cultures.

**Ability to:**
• Take responsibility and work independently, as well as participate in team efforts.
• Utilize strong interpersonal and phone etiquette skills, verbal communications, grammatical and professional business skill sets to promote and explain SVCE programs.
• Establish and maintain effective working relationships with persons encountered in the performance of duties.
• Enhance own development by taking responsibility for staying informed and up to date with industry knowledge.
• Exercise sound judgment in applying appropriate policies and procedures.
• Demonstrate creative problem solving and commercial awareness.
• Communicate effectively both verbally (by phone and in-person) and in written form.
• Manage projects and time efficiently.
• Effectively track customer interactions using customer relations management or similar system.
• Represent SVCE and promote its services with confidence and enthusiasm.
• Coordinate work with community groups.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Develop or contribute to high-quality writing, research and communication work products.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact, and courtesy at all times.
• Read, write and speak Spanish is desirable

**Willingness to:**
• Work occasional overtime or on weekends and evenings

**REQUIRED QUALIFICATIONS**

**Experience and Training Guidelines:** Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**EDUCATION:** A Bachelor’s Degree from an accredited university or college in communications, public relations, environmental science/studies, political science, public policy or a related field.

**EXPERIENCE:** Two (2) years of progressively responsible experience in marketing, communications, public relations or community outreach at a public agency, private marketing firm, electric utility, regulatory agency, or legislative office with emphasis on environmental issues and sustainability.

**LICENSE:** Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.
PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SILICON VALLEY CLEAN ENERGY

DATA ANALYST

**SALARY RANGE:** $92,924 - $138,932

**SUMMARY DESCRIPTION**
The Data Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Data Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing; designing and conducting the evaluation, measurement and verification for programmatic initiatives; creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Data Analyst may be assigned to assist in the work of other SVCE teams and perform data analysis tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Use data analytics, statistics, and application development skills to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to develop solutions to data-intensive problems.
- Collaborate with internal and external stakeholders to understand business and policy challenges, goals and objectives and translate them into data analytics use cases.
- Design and develop sophisticated data analytics dashboards and visualization tools to support programs and overall business goals.
- Support the development and implementation of SVCE’s overarching data strategy.
- Support the development of partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge:*
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement, or other to be determined areas.

*Ability to:*
- Excellent programming skills in Python or another interpreted programming language such R or Matlab.
- Proficient with GIS software tools.
- Proficiency in Microsoft Office Suite.
- Superior project management skills, including managing multiple priorities.
- Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Ability to work independently or in a team, as needed.
- Excellent written and oral communication skills.

**REQUIRED QUALIFICATIONS**

*Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**DATA ANALYST**
EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Four (4) years of progressively responsible experience as a data analyst at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ENERGY ASSOCIATE

SALARY RANGE: $67,096 - $105,437

SUMMARY DESCRIPTION
The Energy Associate team members work under general supervision from the Account Services Manager and have responsibility for a wide range of customer service, technical support, program management and community development matters. Responsibilities include responses to customer inquiries, billing analysis, technical support of SVCE programs, and providing presentations to business and community groups.

The Energy Associate works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to be functional with SVCE programs and to provide customers or other staff with technical explanations of SVCE programs and billing mechanisms. To be effective, the Associate Energy Analyst will also need to develop familiarity with PG&E programs and billing mechanisms and be able to analyze and explain usage and billing data for customers and other staff, often supported by Energy Consultants or Account Services Manager.

The Energy Associate will also assist with outreach and community events within the SVCE service territory, to both educate and build relationships with various groups. Associate Energy Analysts will be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Energy Associate position is differentiated from the Senior Energy Consultant or Energy Consultant position based upon the degree of responsibility for handling more complex accounts, depth of industry and energy-related expertise, customer service experience, program management and supervisory experience.

SUPERVISION RECEIVED AND EXERCISED
The Energy Associate position reports to the Account Services Manager and the position does not include supervisory and/or team leader responsibilities.

ESSENTIAL FUNCTIONS
- Effectively explain SVCE services and programs to customers and respond to questions clearly and adequately.
- Explain utility bill details and charges and communicate billing information to customers.
- Perform rate and cost comparisons for customers.
- Support customers with energy related inquiries.
- Provide support for escalated interactions from SVCE call center representatives.
- Manage incoming customer inquiries with professionalism and tact.
• Attend, present, and network at community meetings and events as an SVCE spokesperson.
• Ensure correspondence with customers is clear, consistent and timely.
• Interface and maintain relationships with key accounts.
• Utilize CRM (customer relationship management) tools to track customer interactions.
• Manage portfolio of customers and programs as assigned.

KNOWLEDGE, SKILLS AND ABILITIES
Knowledge of:
• Utility billing structures, bill presentment, and program operations.
• Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
• Community Choice Aggregation (CCA) programs and the services SVCE offers.
• The interaction between CCAs and investor-owned utilities.
• Diverse communities and customer types in the SVCE service area.
• Microsoft Excel, including some familiarity with functions and advanced features.
• Microsoft Office Suite, including Power Point and Word.
• Principles of account management, marketing and salesmanship.
• CRM platforms.
• Appropriate telephone and e-mail etiquette.
• Principles and practices of employee supervision, as applicable

Ability to:
• Take responsibility and work independently, as well as coordinate or participate in team efforts.
• Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
• Utilize data, estimation, heuristics, and reporting.
• Establish and maintain effective working relationships with supervisors, co-workers, customers, local community groups and organizations and SVCE Board members.
• Exercise sound judgment in applying appropriate policies and procedures.
• Demonstrate creative problem solving and commercial awareness.
• Communicate effectively both verbally (by phone and in-person) and in written form.
• Manage projects and time efficiently.
• Represent SVCE with confidence and enthusiasm.
• Be self-motivated with a strong drive to resolve issues quickly and effectively.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact and courtesy.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college.

LICENSES/CERTIFICATES: Possession and continued maintenance of a valid class C California driver’s license and a safe driving record or the ability to provide alternate transportation as approved by the CEO.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: Position requires sitting, walking, standing, bending, and twisting in the performance of daily activities. The position requires hand manipulation and repetitive hand movement and fine coordination in using a computer keyboard. The position requires near and far vision in reading reports and use of a computer. Acute hearing is required in supporting meetings and providing phone and in-person customer service. The position occasionally requires lifting and/or moving objects up to 20 pounds.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ENERGY CONSULTANT

**SALARY RANGE:** $80,516 - $126,524

**SUMMARY DESCRIPTION**
Energy Consultant team members work under general supervision from the Account Services Manager and have responsibility for a wide range of customer service, technical support, program management and community development matters. Responsibilities include responses to customer inquiries, billing analysis, technical support of SVCE programs, and providing presentations to business and community groups.

The Energy Consultant works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to be experts in SVCE programs and to provide customers or other staff with technical explanations of SVCE programs and billing mechanisms. To be effective, the Energy Consultant will also need to develop familiarity with PG&E programs and billing mechanisms and be able to analyze and explain usage and billing data for customers and other staff.

The Energy Consultant will also assist with outreach and community events within the SVCE service territory, to both educate and build relationships with various groups. Energy Consultants will be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Energy Consultant position is differentiated from the Senior Energy Consultant or Associate Energy Analyst position based upon the degree of responsibility for handling more complex accounts, depth of industry and energy-related expertise, customer service experience, program management and supervisory experience.

**SUPERVISION RECEIVED AND EXERCISED**
The Energy Consultant position reports to the Account Services Manager and the position may include supervisory and/or team leader responsibilities.

**ESSENTIAL FUNCTIONS**
- Develop and execute an account plan to support key customers.
- Effectively explain SVCE services and programs to customers and respond to questions clearly and adequately.
- Explain utility bill details and charges and communicate billing information to customers.
- Perform rate and cost comparisons for customers.
- Support customers with energy related inquiries.
- Provide support for escalated interactions from SVCE call center representatives.
• Manage incoming customer inquiries with professionalism and tact.
• Attend, present, and network at community meetings and events as an SVCE spokesperson.
• Ensure correspondence with customers is clear, consistent and timely.
• Interface and maintain relationships with key accounts.
• Utilize CRM (customer relationship management) tools to track customer interactions.
• Manage portfolio of customers and programs as assigned.
• Identify ways to grow team and overall staff capabilities in collaboration with the Account Services Manager.
• Identify potential business development opportunities within our customer base.

**KNOWLEDGE, SKILLS AND ABILITIES**

**Knowledge:**
- Utility billing structures, bill presentment, and program operations.
- Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
- Community Choice Aggregation (CCA) programs and the services SVCE offers.
- The interaction between CCAs and investor-owned utilities.
- Diverse communities and customer types in the SVCE service area.
- Microsoft Excel, including some familiarity with functions and advanced features.
- Microsoft Office Suite, including Power Point and Word.
- Principles of account management, marketing and salesmanship.
- CRM platforms.
- Appropriate telephone and e-mail etiquette.
- Principles and practices of employee supervision, as applicable

**Ability to:**
- Take responsibility and work independently, as well as coordinate or participate in team efforts.
- Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
- Utilize estimation, heuristics, and reporting.
- Establish and maintain effective working relationships with supervisors, co-workers, customers, local community groups and organizations and SVCE Board members.
- Exercise sound judgment in applying appropriate policies and procedures.
- Demonstrate creative problem solving and commercial awareness.
- Communicate effectively both verbally (by phone and in-person) and in written form.
- Manage projects and time efficiently.
- Represent SVCE with confidence and enthusiasm.
• Be self-motivated with a strong drive to resolve issues quickly and effectively.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact and courtesy.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college.

EXPERIENCE: A minimum of four (4) years of experience energy consulting or account management with a utility, energy service provider, or relevant energy technology. Bilingual proficiency in Spanish and English is strongly preferred.

LICENSES/CERTIFICATES: Possession and continued maintenance of a valid class C California driver’s license and a safe driving record or the ability to provide alternate transportation as approved by the CEO.

Professional certifications, including, but not limited to Certified Energy Manager (CEM), Business Energy Professional (BEP), Leadership in Energy and Environmental Design (LEED), HVAC, Solar, and/or Electrical work preferred.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: Position requires sitting, walking, standing, bending, and twisting in the performance of daily activities. The position requires hand manipulation and repetitive hand movement and fine coordination in using a computer keyboard. The position requires near and far vision in reading reports and use of a computer. Acute hearing is required in supporting meetings and providing phone and in-person customer service. The position occasionally requires lifting and/or moving objects up to 20 pounds.
VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
MANAGEMENT ANALYST

SALARY RANGE: $982,408 - $1,543,641

SUMMARY DESCRIPTION

The Management Analyst supports Silicon Valley Clean Energy (SVCE) by performing analytical and administrative support services for the Agency and its Departments as may be needed. The management analyst conducts research, performs statistical analysis, and supports Agency budget development, general operations and special projects as assigned by the Director of Finance and Administration. This class differs from the Administrative Analyst in that it handles the more complex, difficult and sensitive analytical assignments, using a high degree of independent judgment and requiring a substantial level of professional training and experience and may supervise subordinate staff. This position requires both breadth and depth of use and application of theories, concepts, and techniques used, and a thorough understanding of policies and procedures. Under general supervision of the Director of Finance and Administration, perform a variety of complex, difficult and sensitive budget, project and program management, administrative, and research work. This position may develop and evaluate management projects and policy issues. The position provides high level administrative, project coordination and analytical support to SVCE staff and works collaboratively with all SVCE teams.

SUPERVISION RECEIVED AND EXERCISED

This position reports directly to the Director of Finance and Administration and has no supervisor responsibilities.

ESSENTIAL FUNCTIONS

- Conducts and summarizes comprehensive analytical studies of complex administrative, operational, financial and/or other organizational issues.
- Performs statistical and other research as assigned.
- Prepares and delivers oral and written reports based on information obtained through research and analysis.
- Drafts recommended administrative procedures and/or operational policies in the assigned area of responsibility.
- Coordinates and assembles a variety of administrative/financial/statistical
information for manager's review.

- Prepares a variety of professional reports, presentations, and correspondence in assignment area.
- Receives and responds to questions from the public, outside agencies, SVCE staff and Board.
- Analyzes and initiates recommendations to improve and facilitate Agency programs, departmental procedures and outcomes.
- Collaborate with management and co-workers in providing consultation and peer review services in areas of expertise.
- Coordinate activities with those of other departments, depending upon the nature of the project to which assigned.
- Serve as a liaison between assigned department and other departmental management teams.
- Budget/Financial Analysis: Prepare the annual budget for division, or department; monitor and control the budget; conduct revenue and expenditure forecasting and research.
- Project Management: Plan and direct activities of multi-faceted projects of limited duration; evaluate progress and resolves difficulties including those crossing departmental lines; provide project leadership and advice to committees; provide technical direction and expertise related to project; manage and direct the work of project staff.
- Contract Administration: Research contract services and supply needs; develop and negotiate contract terms; monitor contract compliance and mediate user/provider complaints.
- Assist in the development of goals, objectives, policies and procedures.
- Investigate, interpret, analyze and prepare recommendations in relation to proposals for new programs, grants and/or services.
- Conduct research and analyze statistical and other data; make recommendations on administrative and operational problems, policies and procedures.
- Manage special studies and projects, which includes: proposing, writing, and/or setting up contracts, agreements, and/or grants; establishing and monitoring timelines; preparing requests for proposal and quotes; participating in and conducting consultant selection activities; ensuring compliance with applicable governmental regulations; developing and monitoring project budgets; tracking projects; preparing related reports; and, performing other related duties.
- Perform the most complex and detailed analyses; evaluate comprehensive policy, human resources, budget, and organizational procedures and services; compile, analyze and interpret data including complex statistical and narrative reports, correspondence, memos, and contracts.
- Prepare comprehensive reports recommending options and course of action.
for policy-making decisions.

- Interact and communicate with a variety of groups and individuals, including staff, professional peers and agencies.
- Prepare and deliver presentations to the Board of Directors, Committees of the Board and/or a variety of community groups and agencies.
- Perform other related duties as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge of:*

- Thorough knowledge of principles and practices of organization and public administration; procurement, contract administration; research techniques, sources and availability of information, and methods of report presentation.
- Principles, methods and practices of municipal finance and budgeting, including long-range financial forecasting.
- Statistical and analytical methods, techniques and procedures.
- Project management.
- Basic management information system applications for accounting and budgeting functions.
- Computer applications, including advanced proficiency with spreadsheet, database, word processing and presentation software.
- General customer service principles and practices.
- Contract management principles and practices.
- Development and administration of strategic plan implementation action plan.
- Applicable federal, state and local laws, rules and regulations pertaining to area of assignment; administrative principles and methods, including goal setting, program and budget development, work planning and organization.

*Ability to:*

- Prepare and analyze complex budgets and data.
- Manage multiple priorities.
- Develop and analyze complex problems and/or programs, evaluate alternatives, and implement creative recommendations.
- Establish and maintain effective working relationships with supervisor, co-workers other departments, outside agencies, and the general public.
- Use independent judgment, within established guidelines, in the course of undertaking assigned responsibilities.
- Organize work, set priorities, meet deadlines, and complete assignments independently.
• Communicate effectively, both verbally and in writing.
• Work effectively as a team member in developing and preparing quality finished products.
• Identify data sources, collect and analyze information and prepare informative reports.
• Provide technical and substantive direction to other staff members on budget and assigned program matters.

REQUIRED QUALIFICATIONS

EXPERIENCE and TRAINING GUIDELINES: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited college or university with major course work in Public Administration, Political Science, Business Administration or closely related field.

A Master’s Degree from an accredited college or university is highly desirable.

EXPERIENCE: Five Years of progressively responsible analytical or administrative experience, two years of which is at journey level and which includes supervisory responsibility.

Strong experience in utilization of computers including word-processing, spreadsheet, database, presentation and email communication applications.

Willingness to continue education and training by learning new skills as changes occur. Expand skills by taking additional courses and attending seminars, workshops and individual study.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level
in the work environment is usually typical of an office environment and public events

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** *Hear in the normal audio range with or without correction.*
MANAGER OF DECARBONIZATION & GRID INNOVATION PROGRAMS

**SALARY RANGE:** $116,300 - $182,757

**SUMMARY DESCRIPTION**

The Manager of Decarbonization & Grid Innovation Programs (abbv. “Manager”) works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Manager will lead teams and projects, as needed, under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated responsibilities include managing staff, consultants and contractors carrying out the following:

- developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities;
- analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification;
- carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing;
• designing and conducting the evaluation, measurement and verification for programmatic initiatives;
• creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; and,
• preparing written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff.

The Manager may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of staff, consultants and contractors.

ESSENTIAL FUNCTIONS
• Supervise staff in carrying out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
• Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
• Support/lead integrated resource planning efforts.
• Support/lead the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
• Lead the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
• Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
• Support/lead the development and implementation of SVCE’s overarching decarbonization roadmap.
• Write staff reports and presentations for Board and Committee meetings.
• Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES
Knowledge:
• Principles of electricity generation, transmission, distribution and infrastructure.
• Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application.
• End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
• Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
• Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
• Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:
• Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Superior people management experience and skills.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Eight (8) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.
**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
POWER RESOURCE PLANNER

**SALARY RANGE:** $116,300 - $182,757

**SUMMARY DESCRIPTION**
Under general direction of the Director of Power Resources, the Power Resource Planner (“Planner”), is responsible for power portfolio planning, rate development support, and forecasting of supply and demand side programs. The Planner will also work with the Decarbonization and Grid Innovation team to develop and implement solutions in support of SVCE’s greenhouse gas reduction goals.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Power Resources. Management of consultants and contractors is expected. This position has no direct reports however may supervise temporary and/or internship positions.

**ESSENTIAL FUNCTIONS**
- Assist in the development of technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Evaluates the cost and benefits of distributed energy resources including energy storage, energy efficiency, distributed generation, electric vehicles and customer-sited generation and storage.
- Support/lead in the administration and selection of energy solutions through local and/or regional requests for proposals.
- Work with other public agencies within SVCE’s territory to explore, evaluate and implement carbon-free and renewable energy projects.
- Assist in the development of retail rates to meet customer and decarbonization needs including Net Energy Metering, custom contract rates for large customers, green tariffs, and renewable energy feed-in-tariffs.
- Support integrated resource planning efforts.
- Support legislative and regulatory efforts by providing subject matter expertise and/or policy analysis.
- Assist the development and implementation of systems, processes, plans and reports to ensure compliance with all applicable laws, standards, mandates and regulatory requirements related to providing electricity as a load serving entity in California including meeting the Renewable Portfolio Standard, resource adequacy, power content label reporting, and integrating resource planning requirements.
- Assist in Support/lead the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
• Lead the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
• Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
• Support the development and implementation of SVCE’s overarching decarbonization roadmap.
• Write staff reports and presentations for Board and Committee meetings.
• Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

• Principles of electricity generation, transmission, distribution and infrastructure.
• Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application.
• End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
• Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
• Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
• Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:

• Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Superior people management experience and skills.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for
up to three years of the required experience.

**EXPERIENCE:** Five (5) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

**LICENSE:** Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

**PHYSICAL AND WORKING CONDITIONS**
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**ENVIRONMENT:** Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
POWER RESOURCES MANAGER

SALARY RANGE: $134,193 - $210,874

SUMMARY DESCRIPTION
Under general direction of the Director of Power Resources, the Power Resources Manager (“Manager”), is responsible for assessing SVCE’s energy needs, developing and implementing strategies to achieve SVCE’s energy portfolio and risk management goals and ensuring adherence to regulatory compliance requirements.

The Manager performs assignments under general direction of the Director of Power Resources and is an integral part of the Power Resources team. The Manager will be responsible for leading various supply management activities including: long-term planning and development of integrated resource plans; negotiations for power supply contracts; procurement of energy and energy hedging products, resource adequacy and environmental products in support of SVCE’s goals and customer needs and compliance obligations. The Manager will provide support in the development of risk management policies, guidelines and procedures; settlements and invoicing functions; development of retail rates and program offerings. In addition, the Manager will collaborate with other SVCE team members by contributing towards the development and implementation of policies, strategies, programs and processes in support of the SVCE’s goals.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Power Resources. Management of projects, programs, consultants and contractors. This position may have lead worker and/or supervisory responsibilities.

ESSENTIAL FUNCTIONS
• Develop and implement energy and capacity procurement plans consistent with the law, regulatory requirements and SVCE’s goals and objectives.
• Develop and maintain models to evaluate, track and report on carbon content, energy and capacity needs, power costs, revenue requirements, risks and performance.
• Assist and/or lead in the development of long-term and operational load forecasts, avoided cost models and cost of service models.
• Establish improvements to trade manager systems.
• Assist and/or lead solicitations processes to procure electricity and related products either through request for proposals/offers, open solicitations, bilateral negotiations and/or joint procurement with other community choice aggregators and/or municipal organizations.
• Assist and/or lead supplier power purchase agreement negotiations, contract development and execution of agreements.
• Assist with creation of materials to facilitate Board review of potential supplier agreements, policies, programs and plans including staff reports, supporting information, and presentation materials.
• Develop systems, processes, plans and reports to ensure compliance with all applicable laws, standards, mandates and regulatory requirements related to providing electricity as a load serving entity in California including meeting the Renewable Portfolio Standard, resource adequacy, power content label reporting, and integrating resource planning requirements.
• Prepare and submit compliance reports and materials on behalf of SVCE, including those required by the California Public Utilities Commission (CPUC), California Energy Commission (CEC), The Climate Registry (TCR) and the Department of Energy (DOE).
• Provide subject matter expertise in support of legislative and regulatory positions, proceedings and strategies.
• Assist in the development and implementation of strategic plans, strategies, programs, rates and other initiatives in support of SVCE’s decarbonization, budget, financial reserve, rates, and risk management goals and requirements.
• Establish supplier agreements and provide contract management support for various types of vendors and electricity suppliers.
• Manage supplier invoice and settlement process including overseeing the payment of all invoices related to power supply.
• Coordinate with SVCE’s scheduling coordinator(s) and/or other power operation/technical support vendors.
• Manage SVCE’s renewable energy certificate accounts within the WREGIS system.

**KNOWLEDGE, SKILLS AND ABILITIES**

*Knowledge of:*
• Energy resource planning and risk management concepts.
• Strong understanding of the general wholesale electricity market and California specific requirements, participants and governance structure.
• Electric portfolio modeling, management, procurement and optimization strategies and tools.
• Energy risk management principals, metrics and hedging strategies, products and tools.
• Retail load forecasting, metering, rate design, energy efficiency and electrification programs and distributed energy resources.
• Energy generation technologies including carbon neutral electricity, conventional energy, and renewable energy such as wind, biomass, geothermal, solar, concentrating solar, and hydroelectricity.
• Energy storage and emerging energy technologies.
• Power agreement structures, general terms, conditions and basic requirements including power purchase agreements and enabling agreements (EEI and WSPP).
• California’s Renewables Portfolio Standard, Power Content Label and Power Source Disclosure Programs, resource adequacy obligations, integrated resource planning requirements and greenhouse gas measuring, reporting and mitigation requirements.
• Renewable energy project development including environmental and local use permitting, interconnection agreements and processes.
• The California Independent System Operator (CAISO) and its settlement process, power scheduling protocols, strategies and cost mitigation measures including congestion revenue rights.
• The Western Renewable Energy Information System (WREGIS).
• Regulatory reporting and compliance requirements of the California Public Utilities Commission (CPUC), and California Energy Commission (CEC), CAISO and California Air Resource Board as they apply to load serving entities in general and specifically to Community Choice Aggregation (CCA).
• Microsoft Office software including Access, Excel, Word, PowerPoint and Project.

Ability to:
• Work independently and as a team member.
• Manage project and teams.
• Manage and track multiple priorities, meet deadlines, and quickly adapt to changing priorities in a fast-paced dynamic environment.
• Achieve goals and provide accurate, timely, and meaningful progress updates.
• Be thorough and detail-oriented.
• Demonstrate patience, tact, and courtesy.
• Identify and solve problems effectively and expeditiously.
• Establish and maintain effective working relationships with persons encountered during the performance of duties, including counterparties, consultants, SVCE team members, and Board Directors.
• Communicate effectively verbally, in writing, and through presentations.
• Prepare high quality research, reports and other written work products.
• Exercise sound judgment, creative problem solving, effective dispute resolution, and commercial awareness.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: Bachelor’s degree in engineering, business, economics, environmental science or accounting from an accredited university.

EXPERIENCE: Eight (8) years of progressively responsible experience in resource planning, management and/or origination with emphasis on electric procurement issues, distributed energy resources, energy market structure and energy risk management at an electric utility, municipal utility, Community Choice Aggregation program or in a closely related field. Note: Master’s degree in a engineering, business administration, economics or related field may be considered in lieu of one year’s experience.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate
noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SENIOR ANALYST

**SALARY RANGE:** $93,935 - $126,524

**SUMMARY DESCRIPTION**
The Senior Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Senior Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities; analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification; supporting the development of written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Senior Analyst may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of Program staff, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Carry out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
- Support integrated resource planning efforts.
- Support the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
- Support the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
- Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
- Support the development and implementation of SVCE’s overarching decarbonization roadmap.
- Write staff reports and presentations for Board and Committee meetings.
- Performs related duties and responsibilities as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge:*
- Principles of electricity generation, transmission, distribution and infrastructure.
- Data analytics and statistics.
- End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
- Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
- Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
- Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

*Ability to:*
- Proficiency in Microsoft Office Suite and GIS software.
- Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Six (6) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.
-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SENIOR DATA ANALYST

SALARY RANGE: $106,343 - $152,352

SUMMARY DESCRIPTION
The Senior Data Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetrance renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Senior Data Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing; designing and conducting the evaluation, measurement and verification for programmatic initiatives; creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Senior Data Analyst may be assigned to assist in the work of other SVCE teams and perform data analysis tasks for SVCE, as required.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors.

ESSENTIAL FUNCTIONS
• Use data analytics, statistics, and application development skills to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
• Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to develop solutions to data-intensive problems.
• Collaborate with internal and external stakeholders to understand business and policy challenges, goals and objectives and translate them into data analytics use cases.
• Design and develop sophisticated data analytics dashboards and visualization tools to support programs and overall business goals.
• Support the development and implementation of SVCE’s overarching data strategy.
• Support the development of partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community.

KNOWLEDGE, SKILLS, AND ABILITIES
Knowledge:
• Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
• Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement, or other to be determined areas.

Ability to:
• Excellent programming skills in Python or another interpreted programming language such R or Matlab.
• Proficient with GIS software tools.
• Proficiency in Microsoft Office Suite.
• Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:
EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master's Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Six (6) years of progressively responsible experience as a data analyst at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SENIOR ENERGY CONSULTANT

**SALARY RANGE:** $93,935 - $126,524

**SUMMARY DESCRIPTION**
Senior Energy Consultant team members work under general supervision from the Account Services Manager and have responsibility for a wide range of customer service, business development, technical support, program management and community development matters. Responsibilities include responses to customer inquiries, billing analysis, technical support of SVCE programs, and providing presentations to business and community groups.

The Senior Energy Consultant works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to be experts in SVCE programs and to provide customers or other staff with technical explanations of SVCE programs and billing mechanisms. To be effective, the Senior Energy Consultant will also need to develop expertise with PG&E programs and billing mechanisms and be able to analyze and explain usage and billing data for customers and other staff.

The Senior Energy Consultant will also lead outreach and community events within the SVCE service territory, to both educate and build relationships with various groups. Senior Energy Consultants will self-identify and/or be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Senior Energy Consultant position is differentiated from the Energy Consultant or Associate Energy Analyst position based upon the degree of responsibility for handling more complex accounts, depth of industry and energy-related expertise, customer service experience, program management and supervisory experience.

**SUPERVISION RECEIVED AND EXERCISED**
The Senior Energy Consultant position reports to the Account Services Manager and the position includes team leader responsibilities and may include supervisory responsibilities.

**ESSENTIAL FUNCTIONS**
- Develop and execute an account plan to support key customers.
- Effectively explain SVCE services and programs to customers and respond to questions clearly and adequately.
- Explain utility bill details and charges and communicate billing information to customers.
- Perform rate and cost comparisons for customers.
- Support customers with energy related inquiries.
• Provide support for escalated interactions from SVCE call center representatives.
• Manage incoming customer inquiries with professionalism and tact.
• Attend, present, and network at community meetings and events as an SVCE spokesperson.
• Participate in relevant working groups, advisory boards, or industry groups.
• Ensure correspondence with customers is clear, consistent and timely.
• Interface and maintain relationships with key accounts.
• Utilize CRM (customer relationship management) tools to track customer interactions.
• Manage portfolio of customers and programs as assigned.
• Identify and develop team and overall staff capabilities in collaboration with the Account Services Manager.
• Identify and execute upon potential business development opportunities within our customer base and/or industry.
• Lead internal group planning and strategy sessions
• Lead internal and external trainings on the above, as appropriate.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:
• Utility billing structures, bill presentment, and program operations.
• Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
• Community Choice Aggregation (CCA) programs and the services SVCE offers.
• The interaction between CCAs and investor-owned utilities.
• Diverse communities and customer types in the SVCE service area.
• Microsoft Excel, including some familiarity with functions and advanced features.
• Microsoft Office Suite, including Power Point and Word.
• Principles of account management, marketing and salesmanship.
• CRM platforms.
• Appropriate telephone and e-mail etiquette.
• Principles and practices of employee supervision, as applicable
• Recognized internally and externally as excellent with the above.

Ability to:
• Take responsibility and work independently, as well as coordinate or participate in team efforts.
• Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
• Effectively utilize data, estimation, heuristics, and reporting.
• Establish and maintain effective working relationships with supervisors, co-workers, customers, local community groups and organizations and SVCE Board members.
• Exercise sound judgment in applying appropriate policies and procedures.
• Demonstrate creative problem solving and commercial awareness.
• Communicate effectively both verbally (by phone and in-person) and in written form.
• Manage projects and time efficiently.
• Represent SVCE with confidence and enthusiasm.
• Be self-motivated with a strong drive to resolve issues quickly and effectively.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact and courtesy.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college.

EXPERIENCE: A minimum of eight (8) years of experience energy consulting or account management with a utility, energy service provider, or relevant energy technology.

LICENSES/CERTIFICATES: Possession and continued maintenance of a valid class C California driver’s license and a safe driving record or the ability to provide alternate transportation as approved by the CEO.

Required one or more professional certifications, including, but not limited to Certified Energy Manager (CEM), Business Energy Professional (BEP), Leadership in Energy and Environmental Design (LEED), HVAC, Solar, or Electrical work.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: Position requires sitting, walking, standing, bending, and twisting in the performance of daily activities. The position requires hand manipulation and repetitive hand movement and fine coordination in using a computer keyboard. The position
requires near and far vision in reading reports and use of a computer. Acute hearing is required in supporting meetings and providing phone and in-person customer service. The position occasionally requires lifting and/or moving objects up to 20 pounds.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ADMINISTRATIVE SERVICES MANAGER

SALARY RANGE: $107,354 - $168,699

SUMMARY DESCRIPTION

The Administrative Services Manager works under direction of the Director of Finance and Administration and has wide range of duties to support SVCE’S internal functions including strategic planning, accounting and budget tracking, contract management, Information Technology (IT) security, office and property management, Human Resources and records maintenance.

The position requires knowledge of project and contract management, finance, client and vendor relationship management, personnel management, information technology, human resources, and office/property management.

This position performs assignments under direction of the Director of Finance and Administration. The Administrative Services Manager works closely with other SVCE management and staff to ensure internal effectiveness.

SUPERVISION RECEIVED AND EXERCISED

This position supervises SVCE administrative staff including but not limited to Administrative Assistants, Administrative Analysts and Management Analysts.

ESSENTIAL FUNCTIONS

Management and Strategy
- Organize, plan, and prioritize work, developing specific goals and ensuring implementation of action plans to meet internal organizational needs
- Hire, train, evaluate, and supervise administrative staff
- Provide consistent support and feedback to assigned staff, assist with the creation of professional development plans, and conduct annual performance evaluations
- Assist the Director of Finance and Administration with ensuring effective internal communications within the department and across the organization
- As assigned, assist with the implementation of SVCE’s Strategic Plan
- As assigned, provide support to the Director of Finance and Administration on special projects
- As assigned, provide redundancy for the Director of Finance and Administration in his/her absence

Property and Office Management
• Manage office space, workstation, and storage configuration and support the Director of Director of Finance and Administration with the expansion of office space as needed
• Coordinate building maintenance and repairs according to annual requirements and as issues arise, including but not limited to HVAC, elevator, security system, utilities, and garbage/recycling
• Oversee vendor contracts pertaining to building maintenance, including ensuring contract compliance and reviewing invoices for accuracy
• Anticipate, track, and manage property and office expenses according to the budget
• Manage the office security system, be a main contact person for emergencies, and provide updates and training as needed
• Respond to staff in a timely manner to resolve lighting and thermostat issues
• Regularly update and distribute SVCE’s emergency preparedness documents, coordinate regular staff trainings and drills, and implement the procedures in the absence of the Director of Finance & Administration.
• Assist the Director of Finance and Administration with on-site construction projects
• Regularly solicit feedback from staff to determine new issues and needs

Contract and Expense Management
• Manage Operations contracts as assigned, including vendor selection and performance monitoring, and request draft contracts and addenda as needed
• Review invoices and manage approvals
• Review expense reports for accuracy and compliance with SVCE guidelines
• Assists the Director of Finance and Administration with management of the Operations budget
• Review, approve, and/or mitigate problematic invoices with management staff and external vendors
• Oversee the Administrative Assistant(s) and provide support and redundancy as needed:
  o Track contract balances, prepare reports, and communicate with staff to identify time/dollar increases in a timely manner
  o Resolve invoice and billing issues, and maintain current contact information
  o Create and track outgoing invoices and incoming payments
  o Purchase office supplies and identify opportunities for cost savings and environmentally friendly purchasing
• Assist the Director of Finance and Administration with research and special projects as needed
• Provide support to SVCE’s Power Settlements staff as needed

Information Technology and Records Management
• Oversee IT activities to ensure adequate and timely support is being delivered to SVCE staff
• Manage IT services and security for employees and outside consultants
• Anticipate, track, and manage IT expenses according to the budget
• In coordination with the Director of Finance and Administration, interface with vendors to ensure audio-visual and other equipment is functioning appropriately
• Create procedural documents and tutorials for staff
• Lead the SVCE IT Security Team
• Troubleshoot IT issues as needed
• Maintain a current inventory of SVCE equipment, including computer hardware and software, other workstation equipment, and furniture, and communicate changes to SVCE's Director of Finance and Administration as needed
• In collaboration with the Director of Finance and Administration, ensure storage and management of SVCE records and information as required by applicable policies and regulations
• Assist with responses to public information requests as needed

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge of:*

• Public agency processes both for internal and external engagement purposes
• Best practices for program and project management
• Principles and practices of supervision
• Data analysis
• Microsoft Office Suite (Excel, Word, PowerPoint, Outlook, Access)
• Google Applications (Gmail, Drive, Docs, Sheets, Slides, Forms)
• Adobe Suite

*Ability to:*

• Manage multiple priorities and quickly adapt to changing priorities in a fast-paced, dynamic environment
• Direct and evaluate the work of staff
• Perform data analysis
• Negotiate contracts as needed with external entities
• Take responsibility and work independently, as well as coordinate team efforts
• Be thorough and detail-oriented
• Work accurately and efficiently under pressure
• Demonstrate patience, tact, and courtesy
• Represent SVCE in an effective, strategic, and beneficial way to internal and external stakeholders
• Establish and maintain effective working relationships with persons encountered during the performance of duties
• Exercise sound judgment, creative problem solving, and commercial awareness
• Develop high-quality writing, research, and communication work products
• Develop, manage, and improve project time management practices
• Deliver clear oral and written communication
• Interact professionally and effectively with contractors, commercial partners, SCCE staff, and Board of Directors
• Apply strong analytical and problem-solving skills
• Manage projects and time efficiently
• Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals
• Compute rate, ratio and percent

**REQUIRED QUALIFICATIONS**
EXPERIENCE and TRAINING GUIDELINES: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in public administration, business, accounting, public relations, environmental science/studies, political science, public policy or a related field.

EXPERIENCE: a minimum of six (6) years of progressively responsible management and/or supervisory experience in a corporate environment, public agency/municipality or in a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ANALYST

SALARY RANGE: $80,516 - $126,524

SUMMARY DESCRIPTION
The Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities; analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification; supporting the development of written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Analyst may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of Program staff, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Carry out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
- Support integrated resource planning efforts.
- Support the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
- Support the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
- Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
- Support the development and implementation of SVCE’s overarching decarbonization roadmap.
- Write staff reports and presentations for Board and Committee meetings.
- Performs related duties and responsibilities as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

**Knowledge:**
- Principles of electricity generation, transmission, distribution and infrastructure.
- Data analytics and statistics.
- End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
- Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
- Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
- Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

**Ability to:**
- Proficiency in Microsoft Office Suite and GIS software.
- Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Four (4) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ASSOCIATE ANALYST

**SALARY RANGE**: $67,096 – $105,437

**SUMMARY DESCRIPTION**
The Associate Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Associate Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities; analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification; supporting the development of written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Associate Analyst may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of Program staff, consultants and contractors.

ESSENTIAL FUNCTIONS
- Carry out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
- Support integrated resource planning efforts.
- Support the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
- Support the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
- Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
- Support the development and implementation of SVCE’s overarching decarbonization roadmap.
- Write staff reports and presentations for Board and Committee meetings.
- Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES
Knowledge:
- Principles of electricity generation, transmission, distribution and infrastructure.
- Data analytics and statistics.
- End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
- Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
- Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
- Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:
- Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Two (2) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.
-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ASSOCIATE DATA ANALYST

**SALARY RANGE:** $79,504 - $117,845

**SUMMARY DESCRIPTION**
The Associate Data Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Associate Data Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing; designing and conducting the evaluation, measurement and verification for programmatic initiatives; creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Associate Data Analyst may be assigned to assist in the work of other SVCE teams and perform data analysis tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Use data analytics, statistics, and application development skills to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to develop solutions to data-intensive problems.
- Collaborate with internal and external stakeholders to understand business and policy challenges, goals and objectives and translate them into data analytics use cases.
- Design and develop sophisticated data analytics dashboards and visualization tools to support programs and overall business goals.
- Support the development and implementation of SVCE’s overarching data strategy.
- Support the development of partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community.

**KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge:
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement, or other to be determined areas.

Ability to:
- Excellent programming skills in Python or another interpreted programming language such R or Matlab.
- Proficient with GIS software tools.
- Proficiency in Microsoft Office Suite.
- Superior project management skills, including managing multiple priorities.
- Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Ability to work independently or in a team, as needed.
- Excellent written and oral communication skills.

**REQUIRED QUALIFICATIONS**

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:
EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Two (2) years of progressively responsible experience as a data analyst at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
COMMUNICATIONS MANAGER

**SALARY RANGE:** $107,354 - $168,699

**SUMMARY DESCRIPTION**
The Communications Manager develops and executes the strategic communications efforts of the agency and has a wide range of responsibilities related to the implementation of marketing efforts across departments and teams at SVCE. The Communications Manager tracks and implements marketing campaigns by managing media buys and managing the development of ad content. In addition to managing the implementation and creation of marketing outreach programs, the Communications Manager also oversees and reviews social media campaigns and posts. The Communications Manager tracks and manages the SVCE Communications Budget expenditures.

**SUPERVISION RECEIVED AND EXERCISED**
The Communications Manager works under general direction from the Director of Account Services and Community Relations. This position requires supervisory responsibilities.

**ESSENTIAL FUNCTIONS**
- Plans and executes strategic marketing campaigns, collateral and promotional material that support business and community development goals.
- Plans, organizes, and implements a wide variety of events including community meetings, press conferences and ribbon cutting ceremonies.
- Provides supervision to assigned Community Relations team members, including initial and annual performance evaluations.
- Distributes press releases and performs media relations.
- Tracks, coordinates and makes recommendations for SVCE sponsorships.
- Tracks and coordinates print mailing campaigns with print vendor.
- Plans, manages and reviews social media campaigns and posts.
- Reviews and updates copy for print and digital SVCE collateral.
- Organizes and plans local photoshoots.
- Prepares and distributes miscellaneous documents as needed such as information packets for interested parties.
- Staffs SVCE community events and meetings.
- Acts as liaison with third party contractors specific to the Community Relations team.

**KNOWLEDGE, SKILLS AND ABILITIES**
Knowledge of:
- The organization and operations of a local government joint powers authority agency and concepts of public administration.
- The history of Community Choice Aggregation legislation and implementation in California and the history, implementation and operation of SVCE.
- Principles, techniques and methods of public information, integrated marketing
communication, community and media relations and public education.

- Methods, operational characteristics, services, and activities necessary for effective community outreach.
- Best practices for event planning.
- Techniques and methods of preparing and reviewing information, news releases and information materials including graphics and written copy.
- Principles, practices and methods of writing, publishing, and disseminating a variety of informational materials; of graphic design, photography, and printing.
- E-mail marketing platforms such as MailChimp.
- Principles of management, supervision, training and performance evaluation.
- Microsoft Office Suite, Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat as well as web development tools such as WordPress and/or HTML

**Ability to:**

- Take responsibility and work independently, as well as through collaborative efforts.
- Convey complex information in a simple and understandable manner.
- Manage multiple priorities, meet deadlines, and quickly adapt to changing priorities in a fast paced dynamic environment.
- Achieve goals and provide accurate, timely, and meaningful progress updates.
- Work well under pressure.
- Be thorough and detail-oriented.
- Demonstrate patience, tact, and courtesy at all times.
- Identify and solve problems effectively and expeditiously.
- Establish and maintain effective working relationships with persons encountered during the performance of duties.
- Direct, supervise and coordinate the work of assigned staff.
- Communicate effectively verbally, in writing, and through presentations
- Make effective and dynamic presentations to community groups, governmental bodies and the SVCE Board and staff to achieve desired results.
- Exercise sound judgment, creative problem solving, effective dispute resolution, and commercial awareness.
- Provide excellent customer service and communicate clearly and effectively with customers.
- Understand, anticipate, and appreciate customer needs and concerns.

**Willingness to:**

- Work occasional overtime or on weekends and evenings

**REQUIRED QUALIFICATIONS**

**Experience and Training Guidelines:** Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**EDUCATION:** A Bachelor’s Degree from an accredited university or college in communications, public relations, environmental science/studies, political science, public policy or a related field.

**EXPERIENCE:** Five (5) years of progressively responsible experience in marketing, communications, public relations or community outreach at a public agency, private
marketing firm, electric utility, regulatory agency, or legislative office with emphasis on environmental issues and sustainability.

**LICENSE:** Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

**PHYSICAL AND WORKING CONDITIONS**

*The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**ENVIRONMENT:** Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
COMMUNICATIONS SPECIALIST

**SALARY RANGE:** $58,150 - $95,034

**SUMMARY DESCRIPTION**
The Communications Specialist will work under the direction of the Communications Manager on a wide range of marketing and communications activities that support the ongoing development and execution of the Silicon Valley Clean Energy (SVCE) communications plan. The position is focused on strategic messaging and content development to tell stories that will help all stakeholders understand and embrace the values that SVCE brings to our community.

The Communications Specialist will work closely with multiple department and stakeholders to assess the ongoing marketing and communications needs that will advance the agency’s goals, and increase public awareness of the agency and our mission.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Communications Manager. The role will require some management of fellows, interns, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Creates content to share stories about SVCE and our customers.
- Grows our online audience and subscribers with email newsletters and social media.
- Develops messaging targeted to customer personas.
- Conducts customer surveys.
- Assists with developing resources for customers such as online and printed guides, videos and other materials.
- Writes and leads award entries.
- Assists with developing marketing materials and communications strategies for programs.
- Updates website as needed.

**KNOWLEDGE, SKILLS AND ABILITIES**

*Knowledge of:*
- Marketing campaign development and execution.
- Use of Google Analytics and other measurement tools to evaluate campaign effectiveness and reach.
- E-mail marketing platforms such as MailChimp.
- Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat as well as web development tools such as WordPress and/or HTML.

*Ability to:*

• Manage multiple priorities and quickly adapt to changing priorities in a fast-paced
dynamic environment.
• Take responsibility and work independently, as well as coordinate team efforts
within SVCE and the greater CCA community.
• Superior writing skills, especially related to marketing materials (e.g. newsletters,
social media, collateral, press releases).
• Orally communicate complex topics in easy to understand presentations before the
Board, staff, stakeholders and other audiences.
• Be thorough and detail-oriented.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact, and courtesy at all times.
• Read, write and speak Spanish is desirable.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS
Experience and Training Guidelines: Any combination of experience and training that
would likely provide the required knowledge and abilities is qualifying. A typical way to
obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in
communications, public relations, environmental science/studies, political science, public
policy or a related field.

EXPERIENCE: Two (2) years of progressively responsible experience in marketing,
communications, public relations or community outreach at a public agency, private
marketing firm, electric utility, regulatory agency, or legislative office with emphasis on
environmental issues and sustainability.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory
driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be
met by an employee to successfully perform the essential functions of this job.
Reasonable accommodations may be made to enable individuals with disabilities to
perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer
screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate
noise and will require some evening and weekend work. The noise level in the work
environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to
sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and
arms. Employees are occasionally required to walk, and stand for prolonged periods;
doop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to
communicate in person, in writing, and by telephone with Board members, management,
co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
COMMUNITY OUTREACH SPECIALIST

**SALARY RANGE:** $58,150 - $95,034

**SUMMARY DESCRIPTION**
The Community Outreach Specialist works under the direction of the Communications Manager on a wide range of marketing and communications activities that support the ongoing development and execution of the Silicon Valley Clean Energy (SVCE) communications plan. The Community Outreach Specialist will interface with a wide range of community, stakeholder, and customer groups to advance SVCE programs and goals.

The Outreach Specialist is responsible for cultivating and developing relationships with key stakeholder groups, and for communicating SVCE’s central messages consistently to target audiences via professional networking, printed literature, web-based material, electronic correspondence, public presentations and verbal interactions. The Outreach Specialist also participates in community events, conducts outreach to local government representatives, and responds to inquiries from potential customers via email, telephone and in-person dialogue.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Communications Manager. The role will require some management of fellows, interns, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Plans, organizes and implements community outreach efforts to enhance marketing of SVCE services to customers and all stakeholders.
- Initiates and develops collaborative relationships with community members, local business owners, municipal staff, public officials, and other key stakeholders.
- Cultivates partnerships and mobilizes public support to expand public awareness of and increase enrollments in SVCE programs via attending or sponsoring public events, advertising, e-mailing, and cold calling.
- Emphasizes product and service features and benefits.
- Delivers presentations to various community groups and local representatives.
- Participates in events to distribute information about SVCE and interact with members of the public.
- Acts as a liaison to local groups, civic institutions, and community-based organizations.

**KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of:
- SVCE electric service options and customer programs.
- The SVCE service territory.
- The mission and goals of SVCE.
• Environmental policy, public administration, and energy regulation.
• Microsoft Office Suite including Excel, Word and PowerPoint.
• Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat as well as web development tools such as WordPress and/or HTML.
• Diverse communities and cultures.

**Ability to:**
• Take responsibility and work independently, as well as participate in team efforts.
• Utilize strong interpersonal and phone etiquette skills, verbal communications, grammatical and professional business skill sets to promote and explain SVCE programs.
• Establish and maintain effective working relationships with persons encountered in the performance of duties.
• Enhance own development by taking responsibility for staying informed and up to date with industry knowledge.
• Exercise sound judgment in applying appropriate policies and procedures.
• Demonstrate creative problem solving and commercial awareness.
• Communicate effectively both verbally (by phone and in-person) and in written form.
• Manage projects and time efficiently.
• Effectively track customer interactions using customer relations management or similar system.
• Represent SVCE and promote its services with confidence and enthusiasm.
• Coordinate work with community groups.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Develop or contribute to high-quality writing, research and communication work products.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact, and courtesy at all times.
• Read, write and speak Spanish is desirable

**Willingness to:**
• Work occasional overtime or on weekends and evenings

**REQUIRED QUALIFICATIONS**

**Experience and Training Guidelines:** Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**EDUCATION:** A Bachelor’s Degree from an accredited university or college in communications, public relations, environmental science/studies, political science, public policy or a related field.

**EXPERIENCE:** Two (2) years of progressively responsible experience in marketing, communications, public relations or community outreach at a public agency, private marketing firm, electric utility, regulatory agency, or legislative office with emphasis on environmental issues and sustainability.

**LICENSE:** Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.
PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
DATA ANALYST

**SALARY RANGE:** $92,924 - $138,932

**SUMMARY DESCRIPTION**
The Data Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Data Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing; designing and conducting the evaluation, measurement and verification for programmatic initiatives; creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Data Analyst may be assigned to assist in the work of other SVCE teams and perform data analysis tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Use data analytics, statistics, and application development skills to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to develop solutions to data-intensive problems.
- Collaborate with internal and external stakeholders to understand business and policy challenges, goals and objectives and translate them into data analytics use cases.
- Design and develop sophisticated data analytics dashboards and visualization tools to support programs and overall business goals.
- Support the development and implementation of SVCE’s overarching data strategy.
- Support the development of partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge:*
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement, or other to be determined areas.

*Ability to:*
- Excellent programming skills in Python or another interpreted programming language such R or Matlab.
- Proficient with GIS software tools.
- Proficiency in Microsoft Office Suite.
- Superior project management skills, including managing multiple priorities.
- Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Ability to work independently or in a team, as needed.
- Excellent written and oral communication skills.

**REQUIRED QUALIFICATIONS**

*Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*
EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Four (4) years of progressively responsible experience as a data analyst at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ENERGY ASSOCIATE

SALARY RANGE: $67,096 - $105,437

SUMMARY DESCRIPTION
The Energy Associate team members work under general supervision from the Account Services Manager and have responsibility for a wide range of customer service, technical support, program management and community development matters. Responsibilities include responses to customer inquiries, billing analysis, technical support of SVCE programs, and providing presentations to business and community groups.

The Energy Associate works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to be functional with SVCE programs and to provide customers or other staff with technical explanations of SVCE programs and billing mechanisms. To be effective, the Associate Energy Analyst will also need to develop familiarity with PG&E programs and billing mechanisms and be able to analyze and explain usage and billing data for customers and other staff, often supported by Energy Consultants or Account Services Manager.

The Energy Associate will also assist with outreach and community events within the SVCE service territory, to both educate and build relationships with various groups. Associate Energy Analysts will be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Energy Associate position is differentiated from the Senior Energy Consultant or Energy Consultant position based upon the degree of responsibility for handling more complex accounts, depth of industry and energy-related expertise, customer service experience, program management and supervisory experience.

SUPERVISION RECEIVED AND EXERCISED
The Energy Associate position reports to the Account Services Manager and the position does not include supervisory and/or team leader responsibilities.

ESSENTIAL FUNCTIONS
- Effectively explain SVCE services and programs to customers and respond to questions clearly and adequately.
- Explain utility bill details and charges and communicate billing information to customers.
- Perform rate and cost comparisons for customers.
- Support customers with energy related inquiries.
- Provide support for escalated interactions from SVCE call center representatives.
- Manage incoming customer inquiries with professionalism and tact.
• Attend, present, and network at community meetings and events as an SVCE spokesperson.
• Ensure correspondence with customers is clear, consistent and timely.
• Interface and maintain relationships with key accounts.
• Utilize CRM (customer relationship management) tools to track customer interactions.
• Manage portfolio of customers and programs as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

• Utility billing structures, bill presentment, and program operations.
• Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
• Community Choice Aggregation (CCA) programs and the services SVCE offers.
• The interaction between CCAs and investor-owned utilities.
• Diverse communities and customer types in the SVCE service area.
• Microsoft Excel, including some familiarity with functions and advanced features.
• Microsoft Office Suite, including Power Point and Word.
• Principles of account management, marketing and salesmanship.
• CRM platforms.
• Appropriate telephone and e-mail etiquette.
• Principles and practices of employee supervision, as applicable

Ability to:

• Take responsibility and work independently, as well as coordinate or participate in team efforts.
• Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
• Utilize data, estimation, heuristics, and reporting.
• Establish and maintain effective working relationships with supervisors, co-workers, customers, local community groups and organizations and SVCE Board members.
• Exercise sound judgment in applying appropriate policies and procedures.
• Demonstrate creative problem solving and commercial awareness.
• Communicate effectively both verbally (by phone and in-person) and in written form.
• Manage projects and time efficiently.
• Represent SVCE with confidence and enthusiasm.
• Be self-motivated with a strong drive to resolve issues quickly and effectively.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact and courtesy.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college.

LICENSES/CERTIFICATES: Possession and continued maintenance of a valid class C California driver’s license and a safe driving record or the ability to provide alternate transportation as approved by the CEO.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: Position requires sitting, walking, standing, bending, and twisting in the performance of daily activities. The position requires hand manipulation and repetitive hand movement and fine coordination in using a computer keyboard. The position requires near and far vision in reading reports and use of a computer. Acute hearing is required in supporting meetings and providing phone and in-person customer service. The position occasionally requires lifting and/or moving objects up to 20 pounds.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
ENERGY CONSULTANT

**SALARY RANGE:** $80,516 - $126,524

**SUMMARY DESCRIPTION**
Energy Consultant team members work under general supervision from the Account Services Manager and have responsibility for a wide range of customer service, technical support, program management and community development matters. Responsibilities include responses to customer inquiries, billing analysis, technical support of SVCE programs, and providing presentations to business and community groups.

The Energy Consultant works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to be experts in SVCE programs and to provide customers or other staff with technical explanations of SVCE programs and billing mechanisms. To be effective, the Energy Consultant will also need to develop familiarity with PG&E programs and billing mechanisms and be able to analyze and explain usage and billing data for customers and other staff.

The Energy Consultant will also assist with outreach and community events within the SVCE service territory, to both educate and build relationships with various groups. Energy Consultants will be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Energy Consultant position is differentiated from the Senior Energy Consultant or Associate Energy Analyst position based upon the degree of responsibility for handling more complex accounts, depth of industry and energy-related expertise, customer service experience, program management and supervisory experience.

**SUPERVISION RECEIVED AND EXERCISED**
The Energy Consultant position reports to the Account Services Manager and the position may include supervisory and/or team leader responsibilities.

**ESSENTIAL FUNCTIONS**
- Develop and execute an account plan to support key customers.
- Effectively explain SVCE services and programs to customers and respond to questions clearly and adequately.
- Explain utility bill details and charges and communicate billing information to customers.
- Perform rate and cost comparisons for customers.
- Support customers with energy related inquiries.
- Provide support for escalated interactions from SVCE call center representatives.
• Manage incoming customer inquiries with professionalism and tact.
• Attend, present, and network at community meetings and events as an SVCE spokesperson.
• Ensure correspondence with customers is clear, consistent and timely.
• Interface and maintain relationships with key accounts.
• Utilize CRM (customer relationship management) tools to track customer interactions.
• Manage portfolio of customers and programs as assigned.
• Identify ways to grow team and overall staff capabilities in collaboration with the Account Services Manager.
• Identify potential business development opportunities within our customer base.

**KNOWLEDGE, SKILLS AND ABILITIES**

**Knowledge:**
- Utility billing structures, bill presentment, and program operations.
- Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
- Community Choice Aggregation (CCA) programs and the services SVCE offers.
- The interaction between CCAs and investor-owned utilities.
- Diverse communities and customer types in the SVCE service area.
- Microsoft Excel, including some familiarity with functions and advanced features.
- Microsoft Office Suite, including Power Point and Word.
- Principles of account management, marketing and salesmanship.
- CRM platforms.
- Appropriate telephone and e-mail etiquette.
- Principles and practices of employee supervision, as applicable

**Ability to:**
- Take responsibility and work independently, as well as coordinate or participate in team efforts.
- Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
- Utilize estimation, heuristics, and reporting.
- Establish and maintain effective working relationships with supervisors, co-workers, customers, local community groups and organizations and SVCE Board members.
- Exercise sound judgment in applying appropriate policies and procedures.
- Demonstrate creative problem solving and commercial awareness.
- Communicate effectively both verbally (by phone and in-person) and in written form.
- Manage projects and time efficiently.
- Represent SVCE with confidence and enthusiasm.
• Be self-motivated with a strong drive to resolve issues quickly and effectively.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact and courtesy.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college.

EXPERIENCE: A minimum of four (4) years of experience energy consulting or account management with a utility, energy service provider, or relevant energy technology. Bilingual proficiency in Spanish and English is strongly preferred.

LICENSES/CERTIFICATES: Possession and continued maintenance of a valid class C California driver’s license and a safe driving record or the ability to provide alternate transportation as approved by the CEO.

Professional certifications, including, but not limited to Certified Energy Manager (CEM), Business Energy Professional (BEP), Leadership in Energy and Environmental Design (LEED), HVAC, Solar, and/or Electrical work preferred.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: Position requires sitting, walking, standing, bending, and twisting in the performance of daily activities. The position requires hand manipulation and repetitive hand movement and fine coordination in using a computer keyboard. The position requires near and far vision in reading reports and use of a computer. Acute hearing is required in supporting meetings and providing phone and in-person customer service. The position occasionally requires lifting and/or moving objects up to 20 pounds.
VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
MANAGEMENT ANALYST

SALARY RANGE: $92,983 - $139,259

SUMMARY DESCRIPTION
The Management Analyst supports Silicon Valley Clean Energy (SVCE) by performing analytical and administrative support services for the Agency and its Departments as may be needed. The management analyst conducts research, performs statistical analysis, and supports Agency budget development, general operations and special projects as assigned by the Director of Finance and Administration. This class differs from the Administrative Analyst in that it handles the more complex, difficult and sensitive analytical assignments, using a high degree of independent judgment and requiring a substantial level of professional training and experience and may supervise subordinate staff. This position requires both breadth and depth of use and application of theories, concepts, and techniques used, and a thorough understanding of policies and procedures. Under general supervision of the Director of Finance and Administration, perform a variety of complex, difficult and sensitive budget, project and program management, administrative, and research work. This position may develop and evaluate management projects and policy issues. The position provides high level administrative, project coordination and analytical support to SVCE staff and works collaboratively with all SVCE teams.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Finance and Administration and has no supervisor responsibilities.

ESSENTIAL FUNCTIONS
- Conducts and summarizes comprehensive analytical studies of complex administrative, operational, financial and/or other organizational issues.
- Performs statistical and other research as assigned.
- Prepares and delivers oral and written reports based on information obtained through research and analysis.
- Drafts recommended administrative procedures and/or operational policies in the assigned area of responsibility.
- Coordinates and assembles a variety of administrative/financial/statistical
information for manager's review.
• Prepares a variety of professional reports, presentations, and correspondence in assignment area.
• Receives and responds to questions from the public, outside agencies, SVCE staff and Board
• Analyzes and initiates recommendations to improve and facilitate Agency programs, departmental procedures and outcomes.
• Collaborate with management and co-workers in providing consultation and peer review services in areas of expertise.
• Coordinate activities with those of other departments, depending upon the nature of the project to which assigned.
• Serve as a liaison between assigned department and other departmental management teams.
• Budget/Financial Analysis: Prepare the annual budget for division, or department; monitor and control the budget; conduct revenue and expenditure forecasting and research.
• Project Management: Plan and direct activities of multi-faceted projects of limited duration; evaluate progress and resolves difficulties including those crossing departmental lines; provide project leadership and advice to committees; provide technical direction and expertise related to project; manage and direct the work of project staff.
• Contract Administration: Research contract services and supply needs; develop and negotiate contract terms; monitor contract compliance and mediate user/provider complaints.
• Assist in the development of goals, objectives, policies and procedures.
• Investigate, interpret, analyze and prepare recommendations in relation to proposals for new programs, grants and/or services.
• Conduct research and analyze statistical and other data; make recommendations on administrative and operational problems, policies and procedures.
• Manage special studies and projects, which includes: proposing, writing, and/or setting up contracts, agreements, and/or grants; establishing and monitoring timelines; preparing requests for proposal and quotes; participating in and conducting consultant selection activities; ensuring compliance with applicable governmental regulations; developing and monitoring project budgets; tracking projects; preparing related reports; and, performing other related duties.
• Perform the most complex and detailed analyses; evaluate comprehensive policy, human resources, budget, and organizational procedures and services; compile, analyze and interpret data including complex statistical and narrative reports, correspondence, memos, and contracts.
• Prepare comprehensive reports recommending options and course of action
for policy-making decisions.

- Interact and communicate with a variety of groups and individuals, including staff, professional peers and agencies.
- Prepare and deliver presentations to the Board of Directors, Committees of the Board and/or a variety of community groups and agencies.
- Perform other related duties as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge of:*

- Thorough knowledge of principles and practices of organization and public administration; procurement, contract administration; research techniques, sources and availability of information, and methods of report presentation.
- Principles, methods and practices of municipal finance and budgeting, including long-range financial forecasting.
- Statistical and analytical methods, techniques and procedures.
- Project management.
- Basic management information system applications for accounting and budgeting functions.
- Computer applications, including advanced proficiency with spreadsheet, database, word processing and presentation software.
- General customer service principles and practices.
- Contract management principles and practices.
- Development and administration of strategic plan implementation action plan.
- Applicable federal, state and local laws, rules and regulations pertaining to area of assignment; administrative principles and methods, including goal setting, program and budget development, work planning and organization.

*Ability to:*

- Prepare and analyze complex budgets and data.
- Manage multiple priorities.
- Develop and analyze complex problems and/or programs, evaluate alternatives, and implement creative recommendations.
- Establish and maintain effective working relationships with supervisor, co-workers other departments, outside agencies, and the general public.
- Use independent judgment, within established guidelines, in the course of undertaking assigned responsibilities.
- Organize work, set priorities, meet deadlines, and complete assignments independently.
• Communicate effectively, both verbally and in writing.
• Work effectively as a team member in developing and preparing quality finished products.
• Identify data sources, collect and analyze information and prepare informative reports.
• Provide technical and substantive direction to other staff members on budget and assigned program matters.

REQUIRED QUALIFICATIONS

EXPERIENCE and TRAINING GUIDELINES: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited college or university with major course work in Public Administration, Political Science, Business Administration or closely related field.

A Master’s Degree from an accredited college or university is highly desirable.

EXPERIENCE: Five Years of progressively responsible analytical or administrative experience, two years of which is at journey level and which includes supervisory responsibility.

Strong experience in utilization of computers including word-processing, spreadsheet, database, presentation and email communication applications.

Willingness to continue education and training by learning new skills as changes occur. Expand skills by taking additional courses and attending seminars, workshops and individual study.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level
in the work environment is usually typical of an office environment and public events

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** *Hear in the normal audio range with or without correction.*

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
MANAGER OF DECARBONIZATION & GRID INNOVATION PROGRAMS

SALARY RANGE: $116,300 - $182,757

SUMMARY DESCRIPTION
The Manager of Decarbonization & Grid Innovation Programs (abbr. “Manager”) works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Manager will lead teams and projects, as needed, under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated responsibilities include managing staff, consultants and contractors carrying out the following:
- developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities;
- analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification;
- carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing;
• designing and conducting the evaluation, measurement and verification for programmatic initiatives;
• creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; and,
• preparing written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff.

The Manager may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of staff, consultants and contractors.

ESSENTIAL FUNCTIONS
• Supervise staff in carrying out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
• Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
• Support/lead integrated resource planning efforts.
• Support/lead the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
• Lead the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
• Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
• Support/lead the development and implementation of SVCE’s overarching decarbonization roadmap.
• Write staff reports and presentations for Board and Committee meetings.
• Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge:
• Principles of electricity generation, transmission, distribution and infrastructure.
• Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application.
• End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
• Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
• Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
• Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:
• Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Superior people management experience and skills.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Eight (8) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.
PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
POWER RESOURCES PLANNER

**SALARY RANGE:** $116,300 - $182,757

**SUMMARY DESCRIPTION**
Under general direction of the Director of Power Resources, the Power Resource Planner ("Planner"), is responsible for power portfolio planning, rate development support, and forecasting of supply and demand side programs. The Planner will also work with the Decarbonization and Grid Innovation team to develop and implement solutions in support of SVCE’s greenhouse gas reduction goals.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Power Resources. Management of consultants and contractors is expected. This position has no direct reports however may supervise temporary and/or internship positions.

**ESSENTIAL FUNCTIONS**
- Assist in the development of technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Evaluates the cost and benefits of distributed energy resources including energy storage, energy efficiency, distributed generation, electric vehicles and customer-sited generation and storage.
- Support/lead in the administration and selection of energy solutions through local and/or regional requests for proposals.
- Work with other public agencies within SVCE’s territory to explore, evaluate and implement carbon-free and renewable energy projects.
- Assist in the development of retail rates to meet customer and decarbonization needs including Net Energy Metering, custom contract rates for large customers, green tariffs, and renewable energy feed-in-tariffs.
- Support integrated resource planning efforts.
- Support legislative and regulatory efforts by providing subject matter expertise and/or policy analysis.
- Assist the development and implementation of systems, processes, plans and reports to ensure compliance with all applicable laws, standards, mandates and regulatory requirements related to providing electricity as a load serving entity in California including meeting the Renewable Portfolio Standard, resource adequacy, power content label reporting, and integrating resource planning requirements.
- Assist in Support/lead the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
• Lead the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
• Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
• Support the development and implementation of SVCE’s overarching decarbonization roadmap.
• Write staff reports and presentations for Board and Committee meetings.
• Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:
• Principles of electricity generation, transmission, distribution and infrastructure.
• Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application.
• End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
• Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
• Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
• Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:
• Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Superior people management experience and skills.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for
up to three years of the required experience.

**EXPERIENCE:** Five (5) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

**LICENSE:** Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

**PHYSICAL AND WORKING CONDITIONS**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**ENVIRONMENT:** Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
POWER RESOURCES MANAGER

**SALARY RANGE**: $134,193 - $210,874

**SUMMARY DESCRIPTION**
Under general direction of the Director of Power Resources, the Power Resources Manager (“Manager”), is responsible for assessing SVCE’s energy needs, developing and implementing strategies to achieve SVCE’s energy portfolio and risk management goals and ensuring adherence to regulatory compliance requirements.

The Manager performs assignments under general direction of the Director of Power Resources and is an integral part of the Power Resources team. The Manager will be responsible for leading various supply management activities including: long-term planning and development of integrated resource plans; negotiations for power supply contracts; procurement of energy and energy hedging products, resource adequacy and environmental products in support of SVCE’s goals and customer needs and compliance obligations. The Manager will provide support in the development of risk management policies, guidelines and procedures; settlements and invoicing functions; development of retail rates and program offerings. In addition, the Manager will collaborate with other SVCE team members by contributing towards the development and implementation of policies, strategies, programs and processes in support of the SVCE’s goals.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Power Resources. Management of projects, programs, consultants and contractors. This position may have lead worker and/or supervisory responsibilities.

**ESSENTIAL FUNCTIONS**
- Develop and implement energy and capacity procurement plans consistent with the law, regulatory requirements and SVCE’s goals and objectives.
- Develop and maintain models to evaluate, track and report on carbon content, energy and capacity needs, power costs, revenue requirements, risks and performance.
- Assist and/or lead in the development of long-term and operational load forecasts, avoided cost models and cost of service models.
- Establish improvements to trade manager systems.
- Assist and/or lead solicitations processes to procure electricity and related products either through request for proposals/offers, open solicitations, bilateral negotiations and/or joint procurement with other community choice aggregators and/or municipal organizations.
- Assist and/or lead supplier power purchase agreement negotiations, contract development and execution of agreements.
- Assist with creation of materials to facilitate Board review of potential supplier agreements, policies, programs and plans including staff reports, supporting information, and presentation materials.
• Develop systems, processes, plans and reports to ensure compliance with all applicable laws, standards, mandates and regulatory requirements related to providing electricity as a load serving entity in California including meeting the Renewable Portfolio Standard, resource adequacy, power content label reporting, and integrating resource planning requirements.
• Prepare and submit compliance reports and materials on behalf of SVCE, including those required by the California Public Utilities Commission (CPUC), California Energy Commission (CEC), The Climate Registry (TCR) and the Department of Energy (DOE).
• Provide subject matter expertise in support of legislative and regulatory positions, proceedings and strategies.
• Assist in the development and implementation of strategic plans, strategies, programs, rates and other initiatives in support of SVCE’s decarbonization, budget, financial reserve, rates, and risk management goals and requirements.
• Establish supplier agreements and provide contract management support for various types of vendors and electricity suppliers.
• Manage supplier invoice and settlement process including overseeing the payment of all invoices related to power supply.
• Coordinate with SVCE’s scheduling coordinator(s) and/or other power operation/technical support vendors.
• Manage SVCE’s renewable energy certificate accounts within the WREGIS system.

**KNOWLEDGE, SKILLS AND ABILITIES**

*Knowledge of:*

• Energy resource planning and risk management concepts.
• Strong understanding of the general wholesale electricity market and California specific requirements, participants and governance structure.
• Electric portfolio modeling, management, procurement and optimization strategies and tools.
• Energy risk management principals, metrics and hedging strategies, products and tools.
• Retail load forecasting, metering, rate design, energy efficiency and electrification programs and distributed energy resources.
• Energy generation technologies including carbon neutral electricity, conventional energy, and renewable energy such as wind, biomass, geothermal, solar, concentrating solar, and hydroelectricity.
• Energy storage and emerging energy technologies.
• Power agreement structures, general terms, conditions and basic requirements including power purchase agreements and enabling agreements (EEI and WSPP).
• California’s Renewables Portfolio Standard, Power Content Label and Power Source Disclosure Programs, resource adequacy obligations, integrated resource planning requirements and greenhouse gas measuring, reporting and mitigation requirements.
• Renewable energy project development including environmental and local use permitting, interconnection agreements and processes.
• The California Independent System Operator (CAISO) and its settlement process, power scheduling protocols, strategies and cost mitigation measures including congestion revenue rights.
• The Western Renewable Energy Information System (WREGIS).
• Regulatory reporting and compliance requirements of the California Public Utilities Commission (CPUC), and California Energy Commission (CEC), CAISO and California Air Resource Board as they apply to load serving entities in general and specifically to Community Choice Aggregation (CCA).
• Microsoft Office software including Access, Excel, Word, PowerPoint and Project.

Ability to:
• Work independently and as a team member.
• Manage project and teams.
• Manage and track multiple priorities, meet deadlines, and quickly adapt to changing priorities in a fast-paced dynamic environment.
• Achieve goals and provide accurate, timely, and meaningful progress updates.
• Be thorough and detail-oriented.
• Demonstrate patience, tact, and courtesy.
• Identify and solve problems effectively and expeditiously.
• Establish and maintain effective working relationships with persons encountered during the performance of duties, including counterparties, consultants, SVCE team members, and Board Directors.
• Communicate effectively verbally, in writing, and through presentations.
• Prepare high quality research, reports and other written work products.
• Exercise sound judgment, creative problem solving, effective dispute resolution, and commercial awareness.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: Bachelor’s degree in engineering, business, economics, environmental science or accounting from an accredited university.

EXPERIENCE: Eight (8) years of progressively responsible experience in resource planning, management and/or origination with emphasis on electric procurement issues, distributed energy resources, energy market structure and energy risk management at an electric utility, municipal utility, Community Choice Aggregation program or in a closely related field. Note: Master’s degree in a engineering, business administration, economics or related field may be considered in lieu of one year’s experience.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate
noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

**PHYSICAL:** While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

**HEARING:** Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SENIOR ANALYST

**SALARY RANGE:** $93,935 - $126,524

**SUMMARY DESCRIPTION**
The Senior Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:
- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Senior Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include developing avoided cost models, cost-effectiveness models for decarbonization initiatives, and GHG emissions reductions forecasts accounting for SVCE’s programmatic activities; analyzing local and state policy related to decarbonization and developing creative policy and market transformation proposals for accelerating electrification; supporting the development of written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Senior Analyst may be assigned to assist in the work of other SVCE teams and perform related work and other analytic tasks for SVCE, as required.

SUPERVISION RECEIVED AND EXERCISED
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of Program staff, consultants and contractors.

ESSENTIAL FUNCTIONS
• Carry out technology, policy, and economic analysis to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
• Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) as needed throughout a program’s lifetime (design, development, implementation, evaluation, measurement, and verification).
• Support integrated resource planning efforts.
• Support the development of partnerships with local, state and federal agencies, national laboratories, universities, businesses, start-ups, and non-profits to create opportunities for program funding, new program markets and more effective program design and implementation.
• Support the development of applications in response to funding opportunities issued by the CPUC, CEC, BAAQMD, DOE, CARB, and other agencies.
• Contribute to ongoing work with staff from member jurisdictions to support local climate action plans.
• Support the development and implementation of SVCE’s overarching decarbonization roadmap.
• Write staff reports and presentations for Board and Committee meetings.
• Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES
Knowledge:
• Principles of electricity generation, transmission, distribution and infrastructure.
• Data analytics and statistics.
• End-to-end knowledge of retail customer programs (design, development, implementation, evaluation, measurement, and verification).
• Regulatory and legislative activities relating to decarbonization, distributed energy resources, demand response.
• Familiarity with policies and procedures at the CPUC, CEC, CARB, BAAQMD and the California ISO related to decarbonization, electrification, building codes, distributed energy resources, rates and customer programs.
• Deeper subject matter expertise in one or more of the following topics: state and local climate and energy policy, pathways to deep decarbonization, wholesale and retail power markets, resource planning, energy usage in the built environment, building codes and end uses, transportation electrification, grid integration, electric distribution system, and grid edge technologies.

Ability to:
• Proficiency in Microsoft Office Suite and GIS software.
• Superior project management skills, including managing multiple priorities.
• Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
• Ability to work independently or in a team, as needed.
• Excellent written and oral communication skills.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Six (6) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization with emphasis on electrification of the built environment, mobility, or grid integration, or a closely related field.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.
-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SENIOR DATA ANALYST

SALARY RANGE: $106,343 - $152,352

SUMMARY DESCRIPTION
The Senior Data Analyst works under the direction of the Director for Decarbonization & Grid Innovation and collaborates closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to plan and design a platform and portfolio of programs to achieve SVCE goals.

The focus areas of the program portfolio include mobility, the built environment and grid integration and innovation. In general, built environment programs will catalyze efficient electrification and reimagine energy use in the built environment. In general, mobility programs will reduce emissions, electrify and automate personal and commercial transport. In general, grid integration & innovation programs will enable demand-side flexibility for achieving high-penetration renewables.

SVCE is in a unique position to lead in developing programs that will positively impact customers in its member jurisdiction and have an impact beyond its borders. The Decarbonization & Grid Innovation team is responsible for:

- planning and designing programs that amplify and multiply value;
- developing partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community;
- developing platforms for innovation, proofs-of-concept and prototypes that will be key to moving the needle in decarbonization and grid innovation within member territories and influence change throughout the state and country; and,
- developing sophisticated data analytics dashboards and visualizations to support programs and overall business goals.

Program planning and design requires integrating input from all other SVCE divisions in addition to external stakeholders throughout the design cycle. Program work includes close collaboration on markets with the California ISO, CEC, CARB, BAAQMD, PG&E, municipal utilities and other CCAs.

The Senior Data Analyst will work independently and in teams, as needed, to perform assignments under the general direction of the Director of Decarbonization & Grid Integration. Examples of anticipated assignments include carrying out statistical analysis for the purposes of retail customer segmentation and targeted marketing; designing and conducting the evaluation, measurement and verification for programmatic initiatives; creating compelling graphics, charts, tables, and other methods of data visualization to incorporate into written reports and oral presentations for community training and workshops, legislative and professional groups, the Board of Directors, and SVCE staff; managing consultants and contractors.
The Senior Data Analyst may be assigned to assist in the work of other SVCE teams and perform data analysis tasks for SVCE, as required.

**SUPERVISION RECEIVED AND EXERCISED**
This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors.

**ESSENTIAL FUNCTIONS**
- Use data analytics, statistics, and application development skills to support the planning, design, development, and evaluation of programs to support decarbonization and grid integration across SVCE service territory.
- Work closely with the other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness) to develop solutions to data-intensive problems.
- Collaborate with internal and external stakeholders to understand business and policy challenges, goals and objectives and translate them into data analytics use cases.
- Design and develop sophisticated data analytics dashboards and visualization tools to support programs and overall business goals.
- Support the development and implementation of SVCE’s overarching data strategy.
- Support the development of partnerships with key Silicon Valley stakeholders such as academia, start-ups, high-tech, students and the community.

**KNOWLEDGE, SKILLS, AND ABILITIES**

**Knowledge:**
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement, or other to be determined areas.

**Ability to:**
- Excellent programming skills in Python or another interpreted programming language such R or Matlab.
- Proficient with GIS software tools.
- Proficiency in Microsoft Office Suite.
- Superior project management skills, including managing multiple priorities.
- Self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Ability to work independently or in a team, as needed.
- Excellent written and oral communication skills.

**REQUIRED QUALIFICATIONS**

**Experience and Training Guidelines:** Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:
EDUCATION: A Bachelor’s Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master’s Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Six (6) years of progressively responsible experience as a data analyst at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver’s license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS
The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----
SENIOR ENERGY CONSULTANT

**SALARY RANGE:** $93,935 - $126,524

**SUMMARY DESCRIPTION**
Senior Energy Consultant team members work under general supervision from the Account Services Manager and have responsibility for a wide range of customer service, business development, technical support, program management and community development matters. Responsibilities include responses to customer inquiries, billing analysis, technical support of SVCE programs, and providing presentations to business and community groups.

The Senior Energy Consultant works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to be experts in SVCE programs and to provide customers or other staff with technical explanations of SVCE programs and billing mechanisms. To be effective, the Senior Energy Consultant will also need to develop expertise with PG&E programs and billing mechanisms and be able to analyze and explain usage and billing data for customers and other staff.

The Senior Energy Consultant will also lead outreach and community events within the SVCE service territory, to both educate and build relationships with various groups. Senior Energy Consultants will self-identify and/or be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Senior Energy Consultant position is differentiated from the Energy Consultant or Associate Energy Analyst position based upon the degree of responsibility for handling more complex accounts, depth of industry and energy-related expertise, customer service experience, program management and supervisory experience.

**SUPERVISION RECEIVED AND EXERCISED**
The Senior Energy Consultant position reports to the Account Services Manager and the position includes team leader responsibilities and may include supervisory responsibilities.

**ESSENTIAL FUNCTIONS**
- Develop and execute an account plan to support key customers.
- Effectively explain SVCE services and programs to customers and respond to questions clearly and adequately.
- Explain utility bill details and charges and communicate billing information to customers.
- Perform rate and cost comparisons for customers.
- Support customers with energy related inquiries.
• Provide support for escalated interactions from SVCE call center representatives.
• Manage incoming customer inquiries with professionalism and tact.
• Attend, present, and network at community meetings and events as an SVCE spokesperson.
• Participate in relevant working groups, advisory boards, or industry groups.
• Ensure correspondence with customers is clear, consistent and timely.
• Interface and maintain relationships with key accounts.
• Utilize CRM (customer relationship management) tools to track customer interactions.
• Manage portfolio of customers and programs as assigned.
• Identify and develop team and overall staff capabilities in collaboration with the Account Services Manager.
• Identify and execute upon potential business development opportunities within our customer base and/or industry.
• Lead internal group planning and strategy sessions
• Lead internal and external trainings on the above, as appropriate.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:
• Utility billing structures, bill presentment, and program operations.
• Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
• Community Choice Aggregation (CCA) programs and the services SVCE offers.
• The interaction between CCAs and investor-owned utilities.
• Diverse communities and customer types in the SVCE service area.
• Microsoft Excel, including some familiarity with functions and advanced features.
• Microsoft Office Suite, including Power Point and Word.
• Principles of account management, marketing and salesmanship.
• CRM platforms.
• Appropriate telephone and e-mail etiquette.
• Principles and practices of employee supervision, as applicable
• Recognized internally and externally as excellent with the above.

Ability to:
• Take responsibility and work independently, as well as coordinate or participate in team efforts.
• Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
• Effectively utilize data, estimation, heuristics, and reporting.
• Establish and maintain effective working relationships with supervisors, co-workers, customers, local community groups and organizations and SVCE Board members.
• Exercise sound judgment in applying appropriate policies and procedures.
• Demonstrate creative problem solving and commercial awareness.
• Communicate effectively both verbally (by phone and in-person) and in written form.
• Manage projects and time efficiently.
• Represent SVCE with confidence and enthusiasm.
• Be self-motivated with a strong drive to resolve issues quickly and effectively.
• Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
• Work accurately and swiftly under pressure.
• Demonstrate patience, tact and courtesy.

Willingness to:
• Work occasional overtime or on weekends and evenings

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor’s Degree from an accredited university or college.

EXPERIENCE: A minimum of eight (8) years of experience energy consulting or account management with a utility, energy service provider, or relevant energy technology.

LICENSES/CERTIFICATES: Possession and continued maintenance of a valid class C California driver’s license and a safe driving record or the ability to provide alternate transportation as approved by the CEO.

Required one or more professional certifications, including, but not limited to Certified Energy Manager (CEM), Business Energy Professional (BEP), Leadership in Energy and Environmental Design (LEED), HVAC, Solar, or Electrical work.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers’ markets, etc) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: Position requires sitting, walking, standing, bending, and twisting in the performance of daily activities. The position requires hand manipulation and repetitive hand movement and fine coordination in using a computer keyboard. The position
requires near and far vision in reading reports and use of a computer. Acute hearing is required in supporting meetings and providing phone and in-person customer service. The position occasionally requires lifting and/or moving objects up to 20 pounds.

**VISION:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment

**HEARING:** Hear in the normal audio range with or without correction.

------SVCE IS AN EQUAL OPPORTUNITY EMPLOYER------
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 4: Approve Amendments to SVCE Benefits Package

Date: 9/12/2018

RECOMMENDATION
Staff recommends that the Board approve amendments to the employee handbook and other benefits policies to include:

a. Establish specific days during the week between Christmas and New Years as Agency paid holidays for 2018 and 2019;
b. Amendment to Employee Handbook to establish Management Leave for exempt employees;
c. Volunteer Time Off Policy;
d. Unpaid Personal Leave Policy;
e. Expansion of benefits to include coverage for dependents, employer paid vision premiums and dental enhancements; and
f. Establish SVCE funding of Health Reimbursement Account and Flexible Spending Account

FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATION
An overview of the recommended amendments to the current benefits package was presented to the Finance and Administration Committee at the September 4, 2018 meeting. The Finance and Administration Committee recommends the Board approve the amendments to the benefits package.

BACKGROUND
The current benefits policies were established soon after the agency was formed in 2016. Over the last two years, the landscape has significantly changed. The labor market in the Bay Area has become even more competitive compared to two years ago. There are now sixteen (16) Community Choice Aggregators (CCAs) in various states of operations in California with further expansion and four (4) CCA’s neighboring SVCE’s territory that are active in the labor market.

The current benefits structure was developed when SVCE’s working capital was funded by the Member Agencies. SVCE is now self-sufficient and in financially stable condition. However, the need to attract and retain top talent has never been greater. The challenges facing the agency are ever increasing, more complex with significantly greater risk to the agency’s commitment to the mission of de-carbonization.

ANALYSIS & DISCUSSION
SVCE seeks to manage its business risk by changing its employee benefits offerings to create agency-aligned incentives for a healthy, happy, productive workforce to support the over-arching goal of attracting the best talent and retaining our current employees.

Time-Off
Staff recommends the following time-off policy changes to strengthen our commitment to work and life balance including:

1. The closure of the office between Christmas Eve and New Years with business days during that week to be included as paid holidays for employees. This recommendation will be reviewed by the Board in 2020.
2. All employees who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) will receive forty (40) hours of Management Leave. Due to the agency’s limited staff and complexity of duties, quite often staff is required to work past 40 hours per week and occasionally on weekends and holidays. Non-exempt status employees receive overtime compensation for working over 40 hours per week.
3. The approval of the Volunteer Time-Off Policy providing employees with paid leave up to 40 hours per year for volunteering in qualified endeavors. The intention of the policy is to create community engagement opportunities for employees that are meaningful, purposeful and help those in need. At the same time, SVCE recognizes that participating in these activities will also enrich and inspire the lives of our employees.
4. The approval of Unpaid Personal Leave Policy. In an effort to recognize the need of employees who require time off in addition to other types of leave, the Chief Executive Officer may consider an unpaid personal leave of absence without pay for up to a maximum of 80 hours.

Upon Board approval, these recommendations will be effective October 1, 2018. The time-off policy changes have no fiscal impact.

Health and Welfare
Staff recommends enhancements to what would be referred as “traditional” benefits combined with the approval for the establishment of a health retirement account (HRA) and employer contributions to the Flexible Spending Account (FSA) that supports a "self-directed” approach where the agency provides a flat dollar towards a wide range of benefits and the employee chooses which to fund.

Traditional Benefits
Currently SVCE contributes towards employee-only medical premiums up to $1,000 per month. Staff recommends the following amendments to allow employees to maximize their allotment:

1. Allow employees to include qualified dependents. Upon approval of the Board, the effective date is the beginning of benefits year or February 1, 2019 as this type of change is not allowed during a benefits year.
2. Include employer paid premiums for vision coverage. Currently, vision is not included. Upon Board approval, the effective date is October 1, 2018.
3. Allow employees to include qualified dependents for dental coverage. Upon Board approval, the effective date is October 1, 2018.

These amendments to the traditional benefits results in no budgetary impact as the employer cap remains at $1,000/month per employee.

HRA and FSA
Staff recommends establishing employer funding of both an HRA and FSA.

Definitions
Health Retirement Account (HRA) - An account to help you pay for covered health care services and eligible medical expenses. Characteristics include:

- Only the employer can fund it. There is no limit on the employer contribution and the funding can occur all at once or in monthly increments.
- It is connected to the health plan offered by SVCE.
- The funds can be used to pay for hundreds of eligible medical expenses, which are determined by the Internal Revenue Service (IRS) and the employer. The employer may only allow the HRA to pay for...
services covered by your health plan but also may allow the employee use it to pay for dental, vision and other health care services and supplies that are listed under Section 213(d) of the Internal Revenue Code.

- Any unspent balance can be carried over.
- The employee can start spending the HRA on the first day of the plan year.
- The employee cannot cash out any remaining balance and upon termination of employment, the funds are returned to SVCE.
- The employee cannot use it for items not qualified as medical expenses.

Flexible Spending Account (FSA) - An account to help the employee pay for covered health care services and eligible medical expenses, as well as dependent care and transportation. Characteristics include:

- Funding can be both from the employer and employee. There is a limit set by the IRS which the combined funding cannot exceed. For 2018, the limit is $2,650 per person.
- The funds can be used to pay for hundreds of eligible medical expense, which are determined by the IRS and the employer. This can include services covered by a health plan. It can also be used for dental, vision, and many other health care services and supplies that are listed under Section 213(d) of the Internal Revenue Code. A key difference between HRA and FSA is an FSA allows an employee to pay for dependent care and public transportation and parking expenses near work.
- An FSA was established for employees on July 1, 2018.
- Any unspent balance can be carried over up to $500. The limit is set by the IRS.
- The employee can start spending the FSA on the first day of the plan year.
- The employee cannot cash out any remaining balance and upon termination of employment, the funds are returned to SVCE.
- Employee funding is through pre-tax paycheck deduction.

Funding
Staff recommends establishing funding by SVCE of both the HRA and FSA through the adoption of the Recommended FY 2018-19 Operating Budget. The funding recommendation for eligible employees includes:

- SVCE funding of $500/month towards an HRA account.
- SVCE funding of $200/month towards an FSA account.

Including the current $1,000/month per employee funding, this would cap SVCE’s benefits expenses to $1,700/month per employee. The recommendation accomplishes both competitiveness for SVCE when compared to other CCA’s and affordability for SVCE.

Implementation
Upon Board approval of funding and concept, staff recommends to delegate the CEO authority to implement the benefit changes. The implementation plan will include extensive communications with employees. Open enrollment period would begin January 2019 with benefit enhancements in place February 1, 2019 which is the start of SVCE’s benefits plan year.

Other Benefits Enhancements
Staff may present to the Board during the FY 2018-19 Mid-Year Budget process other benefits policies or amendments to the employee handbook including:

- Electric Vehicle rebate
- Education/Job Training assistance
- Telecommuting
- Cash-Out of Paid-Time-Off
- Retirement

Summary
Staff recommends the following benefits changes for approval:
• Closure of the office between Christmas and New Years with business days during that week to be included as paid holidays.
• Management Leave for exempt employees of 40 hours per year.
• Volunteer Time-Off Policy allowing up to 40 hours per year for employees to be compensated for volunteering in the community.
• Authorizing the CEO to grant up to 80 hours of unpaid personal leave.
• Expanding current “traditional benefits” to include coverage for dependents, employer paid vision premiums and dental enhancements to include coverage of dependents.
• SVCE funding of HRA and FSA accounts and delegate CEO to implement. Benefit changes effective new plan year on February 1, 2019.

STRATEGIC PLAN
This report supports the “Best Place to Work” goal of the strategic plan.

ALTERNATIVE
This report is being provided to inform the Board of the activities associated with the development of this recommendation. Staff considered many alternatives through an employee survey, the Finance and Administration Committee and the Board of Directors in developing a final recommendation.

FISCAL IMPACT
The incremental budget impact of SVCE funding of the HRA and FSA accounts will be approximately $0.2 million per year. The total benefits funding is $0.5 million per year.

ATTACHMENTS
1. HRP3 – Volunteer Time-Off Policy
2. HRP4 – Unpaid Personal Leave Policy
VOLUNTEER TIME OFF PROGRAM AND POLICY

I. PURPOSE
   The purpose of SVCE’s volunteer program (VTO) is to:
   1. Support volunteer activities that enhance and serve communities in which we live and work.
   2. Support communities that are impacted by disasters.
   3. Address issues that impact quality of life.

II. POLICY

   Amount of Time
   All regular full-time and part-time employees can volunteer up to 40 hours per calendar year with a 501(c)(3) nonprofit or its U.S. equivalent in accordance with SVCE’s giving and volunteering guidelines. More than one organization may be chosen. If you are not sure of the status of your chosen organization, please contact the Director of Finance and Administration for guidelines.
   - Employees will be paid at their normal pay rate for the volunteer hours taken.
   - No more than 2 days per quarter.
   - Minimum of 2 hours per opportunity.
   - VTO is refreshed at the beginning of each calendar year and cannot be accrued or carried-over into the following year – “use it or lose it” policy.
   - Usage of this time does not affect PTO or Management Leave usage.

Note: Disaster Response Volunteering is managed separately based on individual skill sets and community needs. Please contact Finance and Administration for guidelines and to request clarification.
**Eligibility**
All full time regular employees of SVCE are eligible to participate in this program after one month from date-of-hire. The employee must be in good standing. The employee must provide reasonable notice to their supervisor and work demands can take priority over the VTO request. Employees can choose a charity of their choice or work together with other CCAs on a team volunteer activity.

**Ineligibility**
Employees are ineligible to participate in the VTO program if:
- The employee is on a Performance Improvement Plan.
- The employee’s employment with SVCE terminates for any reason.
- The VTO program is discontinued. SVCE reserves the right to modify, amend, suspend or discontinue this program at any time without prior notice. SVCE also reserves the right to revoke approval if it is felt that the employee is misusing the program.

**Approval Process**
Employees must complete the VTO request form and submit to his/her supervisor at least one week before the requested time off. The supervisor should consult with Finance and Administration with any questions or concerns before approving or denying the request. Approval is at the discretion of the employee’s supervisor and Finance and Administration.

**Examples of Appropriate Uses for VTO:**
- Building a house for Habitat for Humanity
- Volunteering at a food bank
- Cleaning up a beach, park or trail
- Volunteering at a local hospital
- Judging a science fair competition
- Serving on a nonprofit board
Examples of Inappropriate Uses for VTO:

- Coaching your child’s basketball team
- Serving as your child’s scout leader
- Attending a professional, religious, or personal interest conference
- Taking a ski vacation and charitably giving ski lessons
- Judging a beauty pageant

VTO may not be used for organizations that discriminate based on race, color, age, gender, religious creed, veteran status, marital status, sexual orientation, national origin or ancestry, physical or mental disability, medical condition or genetic information, or political affiliation.
VOLUNTEER TIME OFF REQUEST FORM

Date of Request: ______________

Employee Name: ______________________________

Charitable Organization Information:
Name: _________________________________________
Address: _________________________________________
City/State/Zip: ___________________________________
Website: _________________________________________

Date and Time of requested VTO: _____________________

Total # of hours requested _________

Description of volunteer activity you would like to do: ___________

_________________________________________________________________

I certify that the information provided is complete and correct to
the best of my knowledge. By signing below, I verify that the
volunteer efforts and recipient organization meet SVCE’s VTO
guidelines.

_______________________          _______________________
Employee Signature/Date          Manager Supervisor/Date
UNPAID PERSONAL LEAVE POLICY

I. PURPOSE
In an effort to recognize the need of employees who require time off in addition to other types of leave, the Chief Executive Officer may consider an unpaid personal leave of absence without pay for up to a maximum of 80 hours.

II. POLICY

Eligibility
All full time regular employees employed by SVCE for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements all will be taken into consideration before a request is approved. Approvals of the immediate supervisor, department director and CEO are required. Requests for unpaid personal leave may be denied or granted by SVCE for any reason or no reason and are within the sole discretion of SVCE. SVCE reserves the right to terminate employment for any reason or no reason during the leave of absence.

Supervisor
The immediate supervisor will:
- Review the request taking workload scheduling and departmental requirements into consideration.
- Make a recommendation to and obtain a decision from the department director/manager.
- Submit the department-level decision to the CEO for final approval.
- Return a decision to the employee as soon as feasible after receipt of the written request.
- If the request is approved, the supervisor will notify the Finance and Administration Department.
Payroll
Finance and Administration is responsible for ensuring that any employee on an approved personal leave of absence is not paid.

Return to Work/Extension of Leave
An employee is required to return from the unpaid personal leave on the originally scheduled return date. If the employee is unable to return, he or she must request an extension of the leave in writing. If SVCE declines to extend the leave, the employee must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will be considered on a case-by-case basis.
Staff Report – Item 5

To: Silicon Valley Clean Energy Board of Directors
From: Girish Balachandran, CEO

Item 5: SVCE High-Level Roadmap Draft
Date: 9/12/2018

RECOMMENDATION
The high-level decarbonization roadmap is being provided for consideration and feedback. Staff is scheduled to present the recommended decarbonization roadmap for adoption at the December Board of Directors Meeting.

BACKGROUND
To achieve its mission to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs for the community, SVCE adopted Strategy 5.2 of the Strategic Plan, to establish an SVCE decarbonization program roadmap (abbr. “roadmap”). Figure 1 is a schematic of the key stakeholder groups, interim deliverables and milestones, and timeline of the roadmap development, as presented in prior staff reports and presentations.

As depicted in Figure 1, Staff is carrying out a multi-month, multi-stakeholder engagement plan for the development of a programs roadmap. The following efforts are now complete and brought to the SVCE staff and Board of Directors (BOD):

- Customer Program Advisory Group (CPAG) Initial Recommendations (BOD, June 2018)
- Member Agency Working Group (MAWG) Recommendations (SVCE Staff, July 2018)
- High-level Roadmap (BOD, September 2018)

In the coming months, SVCE Staff will carry out the following remaining activities to complete the roadmap:

Figure 1: Schematic of roadmap development
development:
• Compilation of Commercial & Industrial (C&I) Recommendations
• Facilitated Stakeholder Workshop (September/Fall 2018)
• Detailed Roadmap (BOD, planned Winter 2018)

ANALYSIS & DISCUSSION
The draft high-level roadmap incorporates feedback received from multiple key stakeholder groups (CPAG, MAWG and C&I customers). To further integrate the feedback of these key stakeholder groups and incorporate the perspectives of other stakeholders within the broader ecosystem (practitioners, entrepreneurs, academics, etc.), Staff will carry out a stakeholder workshop facilitated by leading subject matter experts in electric mobility, smart grid and electrification in September 2018. The goals of the workshop are multifold:
• get feedback on the high-level roadmap
• prioritize goals for future program offerings
• identify opportunities and barriers
• prototype one or more flagship programs through a rapid-cycle design and prototyping process
• incorporate technical expertise and guidance from subject matter experts throughout the entire stakeholder engagement process

STRATEGIC PLAN
This recommendation supports SVCE’s Strategic Plan, Goal 5, which is to work with the community to achieve energy and transportation GHG emissions reductions. The Board-adopted Strategic Plan sets a goal of 30% emissions reduction from the 2015 baseline by 2021. Staff will consider proposing GHG emissions goals for 2025 and 2030 through the roadmap development process or in the following Strategic Plan update.

Strategy 5.2, copied below, supports Goal 5 by establishing an SVCE decarbonization program roadmap which is necessary to guide and measure progress toward achieving GHG emissions targets.

5.2.1) Establish high-level evaluation criteria and weighting to assess relative program impact and value
5.2.2) Identify and document candidate programs that promote decarbonization via improved energy efficiency and/or fuel switching to clean electricity
5.2.3) Confirm top-ranked programs for detailed development and launch in 2019
5.2.4) Establish process and mechanisms for ongoing stakeholder input and review

ALTERNATIVE
This report and accompanying presentation is being provided to inform the Board of the progress of the development of the decarbonization roadmap. Staff is in the process of refining alternatives and evaluating more detailed recommendations that will be proposed in the detailed roadmap to be brought before the Board for review and approval in December.

FISCAL IMPACT
Discussion of the draft high-level roadmap has no fiscal impact.
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 6: Executive Committee Report

Date: 9/12/2018

No report as the Executive Committee has not met since June. The next regularly scheduled meeting will be September 25, 11:30 a.m., at the SVCE office.
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 7: Finance and Administration Committee Report

Date: 9/12/2018

This item will be addressed in the form of an oral report to the Board.
Staff Report – Item 8

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 8: Legislative Ad Hoc Committee Report

Date: 9/12/2018

This item will be addressed in the form of an oral report to the Board.