Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, March 13, 2019
7:00 pm
Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

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 February 13, 2019, Board of Directors Meeting
1b) Approve Minutes of the February 23, 2019, Board of Directors Special Meeting
1c) Receive December 2018 Treasurer Report
1d) Receive January 2019 Treasurer Report
1e) Approve Appointment of Maria Öberg, County Treasury Administrator, to Serve on the SVCE Finance and Administration Committee
1f) Adopt Resolution to Delegate Authority to Chief Executive Officer to Enter Into Certain Transactions Under Approved Master Agreements Pursuant to the Energy Risk Management Policy and Authorize the Chief Executive Officer to Execute Master Agreement with NextEra Energy Marketing, LLC
1g) Authorize CEO to Execute Agreement with EV Alliance for Developing a Joint Action Plan for Silicon Valley Clean Energy and its Member Communities to Pursue Electric Vehicle Charging Infrastructure Programs and Strategies
1h) Authorize CEO to Execute Amendment to the Current Agreement with Richards, Watson and Gershon in an Amount Not to Exceed $185,000 for Legal Services

1i) Approve Amended Title for Energy Associate, Job Description Updates for Associate Energy Consultant and Energy Consultant Positions, Amendment to Salary Ranges for Senior Analyst and Senior Energy Consultant, and Adopt Resolution Renaming the Organization Chart as the Positions Chart and Amending the Approved Positions Chart, Job Classifications, and Salary Schedule

**Regular Calendar**

2) CEO Report (Discussion)

3) Approve the FY 2018-19 SVCE Mid-Year Budget (Action)

4) Executive Committee Report (Discussion)

5) Finance and Administration Committee Report (Discussion)

6) Legislative Ad Hoc Committee Report (Discussion)

7) Audit Committee Report (Discussion)

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

**Adjourn**
Call to Order

Chair Abe-Koga called the meeting to order at 7:02 p.m.

Members of the Board participated in roll call by introducing themselves from their seats at the dais.

Roll Call

Present:
Chair Margaret Abe-Koga, City of Mountain View
Vice Chair Howard Miller, City of Saratoga
Director Javed Ellahie, City of Monte Sereno
Director Bob Nuñez, City of Milpitas
Director Marico Sayoc, Town of Los Gatos
Director Nancy Smith, City of Sunnyvale
Director Rod Sinks, City of Cupertino
Director Courtenay Corrigan, Town of Los Altos Hills
Director Liz Gibbons, City of Campbell
Director Jeannie Bruins, City of Los Altos (arrived at 7:05 p.m.)

Absent:
Director Susan Ellenberg, County of Santa Clara
Director Fred Tovar, City of Gilroy
Director Yvonne Martinez Beltran, City of Morgan Hill

Public Comment on Matters Not Listed on the Agenda

Bruce Karney, Chair of Carbon Free Mountain View, introduced himself to new members of the Board of Directors and commented he is proud that SVCE is the only community choice organization that has chosen to make 100% greenhouse gas free electricity available by default to all of its customers.

Consent Calendar

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

Prior to the motion, Director Sinks commented on Item 1e) Authorize CEO to Execute Grant Agreement with Bay Area Air Quality Management District for FutureFit Heat Pump Water Heater Initiative, noting he and Chair Abe-Koga serve on the Bay Area Air Quality Management District Board and are excited for the BAAQMD and SVCE partnership on electric heat pump water heaters.
MOTION: Director Sinks moved and Director Smith seconded the motion to approve the Consent Calendar

The motion carried unanimously with Directors Ellenberg, Martinez Beltran and Tovar absent.

1a) Approve Minutes of the January 9, 2019, Board of Directors Meeting
1b) Approve Minutes of the December 12, 2018 Customer Program Advisory Group Meeting
1c) Customer Program Advisory Group Report
1d) Approve Amendment to Financial Policy 6 – Purchasing Policy to Grant the CEO the Authority to Execute Agreements Not to Exceed $500,000 in Response to Emergency Situations with the Prior Written Consent of Two Executive Committee Members
1e) Authorize CEO to Execute Grant Agreement with Bay Area Air Quality Management District for FutureFit Heat Pump Water Heater Initiative
1f) Approve 2019 Updates to Exhibits C, Annual Energy Use, and Exhibit D, Voting Shares, of the SVCE Joint Powers Agreement
1g) Approve the Cancellation of the July 10, 2018 Board of Directors Meeting, and Move the August Board of Directors Meeting to August 21, 2019
1h) Approve Amendment to Credit Agreement and Other Related Documents with River City Bank to Increase the Line of Credit to $35 million, and Adopt Resolution Certifying Representatives with River City Bank Loans
1i) Approve General and Administrative Policy 5 – Code of Ethics Policy

General Counsel Greg Stepanich noted for the record regarding Item 1e) Authorize CEO to Execute Grant Agreement with Bay Area Air Quality Management District for FutureFit Heat Pump Water Heater Initiative, disclosure that Chair Abe-Koga and Director Sinks serve on the Bay Area Air Quality Management District (BAAQMD) Board. General Counsel Stepanich confirmed with Chair Abe-Koga that she and Director Sinks did not need to recuse themselves from voting on the item.

Regular Calendar

2) Receive Financial Audit Report from Pisenti & Brinker LLP (Action)

Brett Bradford of Pisenti & Brinker LLP introduced himself and presented a PowerPoint presentation; Bradford responded to Board questions regarding results of the financial audit.

Vice Chair Miller inquired if SVCE would be in a position to develop a Comprehensive Annual Financial Report (CAFR) next year; Director of Finance and Administration Don Eckert confirmed a CAFR would be created next year.

MOTION: Director Corrigan moved and Director Bruins seconded the motion to receive the Year-End Financial Statements and the Independent Auditor’s Report for the Fiscal Year 2017-18.

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

The motion carried unanimously with Directors Ellenberg, Martinez Beltran and Tovar absent.

3) CEO Report (Discussion)

CEO Girish Balachandran provided a CEO report which included introductions of new employees Colleen Regan and Robert Spragg; both provided brief comments. CEO Balachandran noted SVCE’s implementation staff, representing SVCE, Santa Clara County, Mountain View, Sunnyvale, and Cupertino, would be receiving a SPUR Impact Award on March 22.
Chair Abe-Koga presented plaques of recognition to immediate past chair Courtenay Corrigan, and past Chair Director Sinks.

Manager of Regulatory and Legislative Affairs Staver provided a Regulatory and Legislative Update and responded to questions from the Board. Director Sinks requested staff email a summary of the comments submitted to the California Public Utilities Commission (CPUC) by SVCE and Northern California CCAs on the order instituting investigation into PG&E’s safety culture, as well as talking points for Directors.

CEO Balachandran announced a special meeting/orientation for the Board of Directors would take place on February 23rd, 10:00 a.m. - 2:00 p.m. at the Sunnyvale Community Center, and noted he would be speaking at the Cities Association February 14th.

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

4) Appoint Board Committee Members (Action)

CEO Balachandran introduced the item; Board Clerk Andrea Pizano summarized Board interests for the 2019 committees as follows:

Audit Committee
Director Bruins
Director Corrigan
Director Smith

Finance and Administration Committee
Vice Chair Howard Miller
Director Gibbons
Alternate Director Rennie
Director Nuñez

Legislative Ad Hoc Committee
Chair Abe-Koga
Director Ellahie
Director Nuñez
Director Sayoc
Director Sinks
Director Smith

General Counsel Stepanicich confirmed with the Board additional committee members could be added during the course of the year, so long as the appointment is placed on the agenda for Board approval, with up to a maximum of six members serving on each committee.

Following discussion, Director Ellahie expressed interest in serving on the Finance and Administration Committee.

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

MOTION: Director Sinks moved and Director Gibbons seconded the motion to approve the 2019 Committee Assignments, as summarized in the staff report, with the addition of Director Javed Ellahie on the Finance and Administration Committee.

The motion carried unanimously with Directors Ellenberg, Martinez Beltran and Tovar absent.
5) **Electric Vehicle Supply Equipment Incentive Program (Action)**

Director of Decarbonization and Grid Innovation Programs Aimee Bailey presented a PowerPoint presentation on the budget request for an electric vehicle supply equipment (EVSE) incentive program and responded to Board member questions.

Director of Decarbonization and Grid Innovation Programs Bailey clarified the $8M ask is $2M per year between FY2020 and FY2023.

Director Corrigan requested staff consider ways of serving other open and remote areas that are worthy of electric vehicle supply equipment such as open space parking lots, and suggested collaborating with local library systems.

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

MOTION: Director Bruins moved and Director Corrigan seconded the motion to adopt Resolution No. 2019-02 to approve the budget request for the Electric Vehicle Supply Equipment Incentive Program (EVSE Incentive Program) totaling $8M for the four-year period of FY2020-FY2023.

The motion carried with Directors Ellenberg, Martinez Beltran, and Tovar absent.

6) **2020 Time-of-Use Rate Transition for Residential Customers (Discussion)**

Director of Account Services and Community Relations Don Bray introduced the item, presented a PowerPoint presentation, and responded to Board questions.

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

7) **Executive Committee Report (Discussion)**

Chair Abe-Koga reported the Executive Committee last met on January 29th and discussed the 2020 Time-of-use Rate transition, Code of Ethics Policy, and future stakeholder and community input processes. A Chair and Vice Chair of the Executive Committee were selected, as well as a regular meeting schedule of every fourth Friday of the month from 9:30-11:30 a.m. Chair Abe-Koga reported the group also discussed moving power contracts executed by the CEO to the end of the Board packets, which was referenced in Appendix A of the board packet materials.

Chair Abe-Koga announced staff’s request to cancel the regularly scheduled February 22nd Executive Committee meeting due to a light agenda; there were no objections from the Board.

8) **Finance and Administration Committee Report (Discussion)**

Vice Chair Miller reported the Finance and Administration Committee met on January 25th and received a presentation from an unnamed bank; Vice Chair Miller noted the committee gave staff feedback on what conditions they may want to talk to another bank. Staff presented a recommendation to expand SVCE’s current line of credit with River City Bank, and an update on the fiscal year-end financial condition.

Chair Abe-Koga opened public comment on Items 7 and 8.
No speakers.
Chair Abe-Koga closed public comment on Items 7 and 8.
9) Legislative Ad Hoc Committee Report (Discussion)

Chair Abe-Koga reported there was no report as the group had not met.

10) Audit Committee Report (Discussion)

Director Corrigan reported the Audit Committee met several times this winter, including February 4th, where the committee received an update of the financial audit by Brett Bradford of Pisenti and Brinker LLP. Staff presented an update on both the annual IT audit and the Automated Meter Infrastructure (AMI) audit, which is required by the CPUC and is focused on the security of customer information; the committee also approved a request for information on cybersecurity.

Director Corrigan noted the next Audit Committee meeting is tentatively scheduled for April 29th to receive updates on the IT audit.

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

Board Member Announcements and Direction on Future Agenda Items

Director Corrigan introduced the 2019 Los Altos Hills SVCE Alternate Director George Tyson, and noted she and Alternate Director Tyson may reverse roles next year to allow for a smooth transition for Los Altos Hills and SVCE when Director Corrigan’s term on the Los Altos Hills City Council expires in November 2020.

Director Gibbons announced the American Institute of Architects Silicon Valley Chapter would be hosting a conference, Architectural Intelligence, on March 1 focused on sustainability and energy conservation; Director Gibbons noted she would get the information to Board Clerk Pizano to distribute to the Board.

Public Comment on Closed Session
No speakers.

General Counsel Stepanicich announced the Board would be meeting in closed session to discuss existing litigation that involves the PG&E bankruptcy.

The Board convened to Closed Session in the Community Hall Kitchen at 8:44 p.m.

Convene to Closed Session (Community Hall Kitchen)
Conference with Legal Counsel – Existing Litigation
Government Code Section 54956.9(d)(1)
Name of Case: In re Pacific Gas and Electric Company, Debtor, United States Bankruptcy Court, Northern District of California, San Francisco Division, Case No. 19-30088

The Board returned to the Council Chambers at 9:06 p.m. with Directors Ellenberg, Martinez Beltran, and Tovar absent.

Report from Closed Session
Chair Abe-Koga reported there was nothing to report.

Adjourn
Chair Abe-Koga adjourned the meeting at 9:06 p.m.
Call to Order

Vice Chair Miller called the meeting to order at 10:11 a.m.

Roll Call

Present:

Directors:
Vice Chair Howard Miller, City of Saratoga
Director Javed Ellahie, City of Monte Sereno
Director Nancy Smith, City of Sunnyvale
Director Rod Sinks, City of Cupertino
Director Courtenay Corrigan, Town of Los Altos Hills
Director Liz Gibbons, City of Campbell
Director Jeannie Bruins, City of Los Altos
Director Susan Ellenberg, County of Santa Clara
Director Yvonne Martinez Beltran, City of Morgan Hill

Alternate Directors:
Alternate Director George Tyson, Town of Los Altos Hills
Alternate Director Rob Rennie, Town of Los Gatos
Alternate Director Anthony Eulo, City of Morgan Hill
Alternate Director Neysa Fligor, City of Los Altos

Absent:

Directors:
Chair Margaret Abe-Koga, City of Mountain View
Director Fred Tovar, City of Gilroy
Director Marico Sayoc, Town of Los Gatos
Director Bob Nuñez, City of Milpitas

Alternate Directors:
Alternate Director Susan Landry, City of Campbell
Alternate Director Darcy Paul, City of Cupertino
Alternate Director Carol Marques, City of Gilroy
Alternate Director Karina R. Dominguez, City of Milpitas
Alternate Director Liz Lawler, City of Monte Sereno
Alternate Director Lisa Matichak, City of Mountain View
Alternate Director Dave Cortese, County of Santa Clara
Alternate Director Manny Cappello, City of Saratoga
Alternate Director Gustav Larsson, City of Sunnyvale

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

Regular Calendar
1) SVCE Workshop – Overview of the Electricity Industry, SVCE Community Impact, and Operations

Communications Manager Pamela Leonard provided introductory comments and introduced CEO Girish Balachandran.

CEO Balachandran gave welcoming comments and provided an electricity industry overview which included information on SVCE, the electric utility network, and CCA legislation.

SVCE staff, which included: Director of Account Services and Community Relations Don Bray, Director of Finance and Administration Don Eckert, Director of Power Resources Monica Padilla, Director of Decarbonization and Grid Innovation Programs Aimee Bailey, and Manager of Regulatory and Legislative Affairs Hilary Staver, presented information on SVCE and responded to Board questions.

Board members provided feedback on the presentation verbally and through written comments.

Director Corrigan left the meeting at 11:47 a.m.
Alternate Director Fligor left the meeting at 11:52 a.m.
Directors Ellenberg, Martinez Beltran and Alternate Director Eulo left the meeting at 1:31 p.m.
Director Ellahie left the meeting at 2:02 p.m.
Alternate Director Tyson left the meeting at 2:03 p.m.

Following the departure of Alternate Director Tyson, CEO Balachandran noted no new members of the Board were present. Board Clerk Andrea Pizano announced the loss of a quorum; Vice Chair Miller reported there was no action to take at the meeting and suggested completing the remaining slides.

Board Member Announcements and Direction on Future Agenda Items
None.

Adjourn
Vice Chair Miller adjourned the meeting at 2:13 p.m.
TREASURER REPORT
Fiscal Year to Date
As of December 31, 2018
(Preliminary & Unaudited)
Issue Date: March 13, 2019

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Financial Highlights for the month of December 2018:

Note: The financial audit for FY 2017-18 is complete and is posted on SVCE’s website.

PG&E declared bankruptcy in late January 2019. SVCE expects no impact in the short-term as daily customer receipts are being received.

> SVCE operations resulted in positive change in net position for the month of $2.0 million and year-to-date change in net position of $11.0 million.
  o December revenue of $20.4 million accounted for 354 GWh in net retail consumption.
  o Year-to-date operating margin is $13.5 million with year-to-date performance $2.6 million below budget.
  o SVCE is above the minimum cash reserve target.

> Retail GWh sales for the month came in 4.0% above budget for the month and 1.4% below budget year-to-date.
  o Weather is has been close to the 15 year average. December's higher than expected usage lowered the variance year-to-date.

> Power Supply
  o Year-to-date power supply is on target compared to budget.
  o December brown power prices spiked. Unhedged power was procured at a premium.
  o Staff presented an update to the Risk Management Policy at the January Board of Directors meeting. Staff is developing risk management guidelines.

> Programs/Capital
  o A Programs Roadmap was be presented to the Board of Directors in December 2018.

> Investing/Financing
  o SVCE executed a $20 million line of credit with River City Bank in October and exploring expansion of the line of credit.
  o SVCE increased investment balances in the money market fund with River City Bank.

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### Change in Net Position ($ in 000's)

<table>
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<tr>
<th></th>
<th>Oct</th>
<th>Nov</th>
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<th>June</th>
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<th>Aug</th>
<th>Sept</th>
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<th>Budget</th>
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<td>Actual</td>
<td>8,092</td>
<td>953</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,992</td>
<td>29,541</td>
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### Power Supply Costs ($ in 000's)

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<th>Dec</th>
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<th>Aug</th>
<th>Sept</th>
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<td>Energy &amp; REC's</td>
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<td>12,890</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>41,554</td>
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<tr>
<td>Capacity</td>
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<td>912</td>
<td>1,082</td>
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<td>-</td>
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<td>2,979</td>
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<td>CAISO Charges</td>
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<td>-</td>
<td>-</td>
<td>2,279</td>
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<tr>
<td>NEM Expense</td>
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<td>(82 )</td>
<td>(242 )</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>(250)</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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<td>51,604</td>
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### Other

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<th>Aug</th>
<th>Sept</th>
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<th>Budget</th>
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<td>Energy Programs</td>
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<td>5,177</td>
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### Load Statistics - GWh

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<th>Aug</th>
<th>Sept</th>
<th>Total</th>
<th>Budget</th>
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<tbody>
<tr>
<td>Retail Sales Actual</td>
<td>323</td>
<td>318</td>
<td>354</td>
<td>334</td>
<td>318</td>
<td>304</td>
<td>309</td>
<td>314</td>
<td>335</td>
<td>346</td>
<td>342</td>
<td>363</td>
<td>3,974</td>
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<tr>
<td>Retail Sales Budget</td>
<td>335</td>
<td>335</td>
<td>339</td>
<td>334</td>
<td>318</td>
<td>304</td>
<td>309</td>
<td>314</td>
<td>335</td>
<td>346</td>
<td>342</td>
<td>363</td>
<td>3,974</td>
<td>3,974</td>
</tr>
</tbody>
</table>
Power Supply 95.3%
Personnel 1.4%
Prof. Services 0.5%
Billing 2.2%
Marketing 0.1%
G & A 0.5%
Programs 0.1%

YTD EXPENSES

Other Statistics and Ratios

- Working Capital: $86,117,336
- Current Ratio: 4.0
- Operating Margin: 21%
- Expense Coverage Days: 113
- Return on Assets: 9%
- Long-Term Debt: $0
- Total Accounts: 268,181
- Opt-Out Accounts: 9,497
- Opt-Up Accounts: 3,104

Retail Sales - Month
- Actual: 20.4
- Budget: 19.8
- FY16/17: 17.4

Retail Sales - YTD
- Actual: 65.1
- Budget: 67.5
- FY16/17: 55.5

O&M - Month
- Actual: 18.4
- Budget: 19.1
- FY16/17: 16.8

O&M - YTD
- Actual: 54.2
- Budget: 56.1
- FY16/17: 46.3
# SILICON VALLEY CLEAN ENERGY AUTHORITY

## STATEMENT OF NET POSITION

**As of December 31, 2018**

### ASSETS

#### Current Assets

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$72,318,260</td>
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<tr>
<td>Accounts Receivable, net of allowance</td>
<td>15,830,330</td>
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<tr>
<td>Accrued Revenue</td>
<td>12,908,332</td>
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<td>Other Receivables</td>
<td>23,587</td>
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<tr>
<td>Prepaid Expenses</td>
<td>1,244,382</td>
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<tr>
<td>Deposits</td>
<td>8,055,770</td>
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<tr>
<td>Restricted cash - lockbox</td>
<td>4,000,000</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>114,380,661</strong></td>
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#### Noncurrent assets

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital assets, net of depreciation</td>
<td>179,396</td>
</tr>
<tr>
<td>Deposits</td>
<td>3,129,560</td>
</tr>
<tr>
<td><strong>Total Noncurrent Assets</strong></td>
<td><strong>3,308,956</strong></td>
</tr>
</tbody>
</table>

**Total Assets**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>117,689,617</strong></td>
</tr>
</tbody>
</table>

### LIABILITIES

#### Current Liabilities

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>624,469</td>
</tr>
<tr>
<td>Accrued Cost of Electricity</td>
<td>25,542,634</td>
</tr>
<tr>
<td>Accrued Payroll &amp; Benefits</td>
<td>254,473</td>
</tr>
<tr>
<td>Other accrued liabilities</td>
<td>362,740</td>
</tr>
<tr>
<td>User Taxes and Energy Surcharges due to other gov'ts</td>
<td>865,689</td>
</tr>
<tr>
<td>Supplier Security Deposits</td>
<td>613,320</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td><strong>28,263,325</strong></td>
</tr>
</tbody>
</table>

### NET POSITION

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net investment in capital assets</td>
<td>179,396</td>
</tr>
<tr>
<td>Restricted for security collateral</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Unrestricted (deficit)</td>
<td>85,246,896</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td><strong>$ 89,426,292</strong></td>
</tr>
</tbody>
</table>
### OPERATING INCOME(LOSS)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING REVENUES</td>
<td></td>
</tr>
<tr>
<td>Electricity Sales, Net</td>
<td>$64,898,488</td>
</tr>
<tr>
<td>GreenPrime electricity premium</td>
<td>210,031</td>
</tr>
<tr>
<td>TOTAL OPERATING REVENUES</td>
<td>$65,108,519</td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td></td>
</tr>
<tr>
<td>Cost of Electricity</td>
<td>51,604,388</td>
</tr>
<tr>
<td>Staff Compensation and benefits</td>
<td>758,446</td>
</tr>
<tr>
<td>Data Management</td>
<td>903,535</td>
</tr>
<tr>
<td>Service Fees - PG&amp;E</td>
<td>282,656</td>
</tr>
<tr>
<td>Consultants and Other Professional Fees</td>
<td>243,676</td>
</tr>
<tr>
<td>Legal</td>
<td>56,372</td>
</tr>
<tr>
<td>Communications &amp; Noticing</td>
<td>75,467</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>244,087</td>
</tr>
<tr>
<td>Depreciation</td>
<td>12,693</td>
</tr>
<tr>
<td>TOTAL OPERATING EXPENSES</td>
<td>54,181,320</td>
</tr>
<tr>
<td>OPERATING INCOME(LOSS)</td>
<td>10,927,199</td>
</tr>
</tbody>
</table>

### NONOPERATING REVENUES (EXPENSES)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Income</td>
<td>120,229</td>
</tr>
<tr>
<td>Financing costs</td>
<td>(55,856)</td>
</tr>
<tr>
<td>TOTAL NONOPERATING EXPENSES</td>
<td>64,373</td>
</tr>
</tbody>
</table>

### CHANGE IN NET POSITION

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Position at beginning of period</td>
<td>78,434,720</td>
</tr>
<tr>
<td>Net Position at end of period</td>
<td>$89,426,292</td>
</tr>
</tbody>
</table>
SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2018 through December 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES
Receipts from electricity sales $ 76,878,598
Receipts from wholesale sales 362,740
Supplier security deposits 28,320
Tax and surcharge receipts from customers 1,424,321
Energy settlements received 223,732
Deposits and collateral received 3,000,500
Payments to purchase electricity (60,520,795)
Payments for staff compensation and benefits (771,679)
Payments for data manager fees (903,761)
Payments for PG&E service fees (188,367)
Payments for consultants and other professional services (271,093)
Payments for legal fees (96,877)
Payments for communications and noticing (107,997)
Payments for general and administrative (269,198)
Payments of deposits and collateral (500)
Payments and surcharge payments to other governments (1,495,251)
Net cash provided (used) by operating activities $ 17,292,693

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES
Interest and related expense payments (55,856)
Net cash provided (used) by non-capital financing activities (55,856)

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES
Acquisition of capital assets (2,146)

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES
Interest income received 120,229

Net change in cash and cash equivalents 17,354,920
Cash and cash equivalents at beginning of year 58,963,340
Cash and cash equivalents at end of period $ 76,318,260
### 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>$10,927,199</td>
</tr>
<tr>
<td><strong>Adjustments to reconcile operating income to net cash provided (used) by operating activities</strong></td>
<td></td>
</tr>
<tr>
<td>Depreciation expense</td>
<td>$12,693</td>
</tr>
<tr>
<td>Revenue reduced for uncollectible accounts</td>
<td>$327,179</td>
</tr>
<tr>
<td>(Increase) decrease in net accounts receivable</td>
<td>$7,503,638</td>
</tr>
<tr>
<td>(Increase) decrease in other receivables</td>
<td>$62,674</td>
</tr>
<tr>
<td>(Increase) decrease in accrued revenue</td>
<td>$4,023,029</td>
</tr>
<tr>
<td>(Increase) decrease in prepaid expenses</td>
<td>$(120,536)</td>
</tr>
<tr>
<td>(Increase) decrease in current deposits</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>$(101,692)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued payroll &amp; benefits</td>
<td>$63,184</td>
</tr>
<tr>
<td>Increase (decrease) in energy settlements payable</td>
<td>$1,332,166</td>
</tr>
<tr>
<td>Increase (decrease) in accrued cost of electricity</td>
<td>$(9,973,205)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued liabilities</td>
<td>$362,740</td>
</tr>
<tr>
<td>Increase (decrease) in taxes and surcharges due to other governments</td>
<td>$(154,696)</td>
</tr>
<tr>
<td>Increase (decrease) in supplier security deposits</td>
<td>$28,320</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td>$17,292,693</td>
</tr>
</tbody>
</table>
SILICON VALLEY CLEAN ENERGY
BUDGETARY COMPARISON SCHEDULE
October 1, 2018 through December 31, 2018

<table>
<thead>
<tr>
<th>REVENUES &amp; OTHER SOURCES</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance $</th>
<th>% Budget Spent</th>
<th>FY 2018-19 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Sales</td>
<td>$64,898,488</td>
<td>$67,330,450</td>
<td>$(2,431,962)</td>
<td>4%</td>
<td>$258,831,695</td>
</tr>
<tr>
<td>Green Prime Premium</td>
<td>210,031</td>
<td>153,423</td>
<td>56,608</td>
<td>37%</td>
<td>613,691</td>
</tr>
<tr>
<td>Other Income</td>
<td>25,000</td>
<td>(4,771)</td>
<td>0%</td>
<td>0%</td>
<td>100,000</td>
</tr>
<tr>
<td>Investment Income</td>
<td>120,229</td>
<td>125,000</td>
<td>(4,771)</td>
<td>0%</td>
<td>500,000</td>
</tr>
<tr>
<td>TOTAL REVENUES &amp; OTHER SOURCES</td>
<td>65,228,748</td>
<td>67,633,873</td>
<td>(2,405,125)</td>
<td>4%</td>
<td>260,045,386</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>Power Supply</td>
<td>51,604,388</td>
<td>51,399,655</td>
<td></td>
<td>54,232,253</td>
<td>$10,996,495</td>
</tr>
<tr>
<td>Data Management</td>
<td>903,535</td>
<td>843,825</td>
<td>(59,710)</td>
<td>3,375,301</td>
<td>$11,471,585</td>
</tr>
<tr>
<td>PG&amp;E Fees</td>
<td>282,656</td>
<td>268,490</td>
<td>(14,166)</td>
<td>1,073,960</td>
<td>$475,090</td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td>758,446</td>
<td>1,208,374</td>
<td>449,928</td>
<td>4,833,494</td>
<td>$29,494,058</td>
</tr>
<tr>
<td>Professional Services</td>
<td>259,569</td>
<td>457,513</td>
<td>197,944</td>
<td>1,830,051</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Promotions</td>
<td>63,992</td>
<td>275,625</td>
<td>211,633</td>
<td>1,102,500</td>
<td></td>
</tr>
<tr>
<td>Notifications</td>
<td>11,475</td>
<td>38,750</td>
<td>27,275</td>
<td>155,000</td>
<td></td>
</tr>
<tr>
<td>Lease</td>
<td>79,549</td>
<td>79,908</td>
<td>359</td>
<td>326,040</td>
<td></td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>164,538</td>
<td>159,040</td>
<td>(5,498)</td>
<td>636,160</td>
<td></td>
</tr>
<tr>
<td>TOTAL CURRENT EXPENDITURES</td>
<td>54,128,148</td>
<td>54,731,179</td>
<td>603,031</td>
<td>225,147,694</td>
<td></td>
</tr>
<tr>
<td>Customer Programs</td>
<td>40,479</td>
<td>1,346,609</td>
<td>1,306,130</td>
<td>5,176,634</td>
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</tr>
<tr>
<td>Office Equipment</td>
<td>7,770</td>
<td>37,500</td>
<td>29,730</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Financial Security Requirement</td>
<td>-</td>
<td>147,000</td>
<td>147,000</td>
<td>147,000</td>
<td></td>
</tr>
<tr>
<td>Refund of Bond</td>
<td>-</td>
<td>(100,000)</td>
<td>(100,000)</td>
<td>(100,000)</td>
<td></td>
</tr>
<tr>
<td>TOTAL OTHER USES</td>
<td>48,249</td>
<td>1,431,109</td>
<td>1,382,860</td>
<td>5,373,634</td>
<td></td>
</tr>
<tr>
<td>DEBT SERVICE</td>
<td>55,856</td>
<td></td>
<td>(55,856)</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL DEBT SERVICE</td>
<td>55,856</td>
<td></td>
<td>(55,856)</td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>

Net Increase(Decrease) in Available Fund Balance $10,996,495 $11,471,585 $(475,090) -4% $29,494,058
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 $ 10,996,495

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

Subtract depreciation expense (12,693)

Add back capital asset acquisitions 7,770

Change in Net Position 10,991,572
### SILICON VALLEY CLEAN ENERGY AUTHORITY

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
October 1, 2018 through December 31, 2018

<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><strong>OPERATING REVENUES</strong></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>Green electricity premium</td>
<td>76,005</td>
<td>66,499</td>
<td>67,567</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>210,031</td>
</tr>
<tr>
<td>Other income</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 revenues</td>
<td>$26,089,313</td>
<td>$18,656,099</td>
<td>$20,363,107</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>65,108,519</td>
<td></td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES</strong></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>Cost of electricity</td>
<td>17,160,575</td>
<td>16,892,744</td>
<td>17,551,069</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>51,604,388</td>
<td></td>
</tr>
<tr>
<td>Staff compensation and benefits</td>
<td>236,907</td>
<td>256,926</td>
<td>264,613</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>758,446</td>
<td></td>
</tr>
<tr>
<td>Data manager</td>
<td>301,479</td>
<td>300,856</td>
<td>301,200</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>903,535</td>
<td></td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>94,279</td>
<td>94,000</td>
<td>94,377</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>282,656</td>
<td></td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>130,737</td>
<td>130,899</td>
<td>129,909</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>375,515</td>
<td></td>
</tr>
<tr>
<td>General and administration</td>
<td>99,316</td>
<td>70,743</td>
<td>74,028</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>244,087</td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>4,179</td>
<td>4,179</td>
<td>4,335</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>12,693</td>
<td></td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>18,027,472</td>
<td>17,734,317</td>
<td>18,419,531</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>54,181,320</td>
<td></td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>8,061,841</td>
<td>921,792</td>
<td>1,943,576</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,927,199</td>
<td></td>
</tr>
<tr>
<td><strong>NONOPERATING REVENUES (EXPENSES)</strong></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>Interest income</td>
<td>30,474</td>
<td>30,758</td>
<td>58,997</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>120,229</td>
<td></td>
</tr>
<tr>
<td>Interest and related expense</td>
<td>-</td>
<td>-</td>
<td>(55,856)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(55,856)</td>
<td></td>
</tr>
<tr>
<td>Total nonoperating revenues (expenses)</td>
<td>30,474</td>
<td>30,758</td>
<td>3,141</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>64,373</td>
<td></td>
</tr>
<tr>
<td><strong>CHANGE IN NET POSITION</strong></td>
<td>$8,092,315</td>
<td>$952,540</td>
<td>$1,946,717</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$10,991,572</td>
<td></td>
</tr>
</tbody>
</table>
## PERSONNEL REPORT FOR DECEMBER 2018

<table>
<thead>
<tr>
<th>Position</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Account Services and Community Relations</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>Energy Consultant</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Energy Associate</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Communications 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>Communications Specialist</td>
<td>1</td>
<td>1</td>
<td>0</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>Director of Finance and Administration</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Services Manager</td>
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<td>0</td>
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<tr>
<td>Management Analyst</td>
<td>1</td>
<td>1</td>
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<td>1</td>
<td>0</td>
<td>1</td>
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<tr>
<td>Director of Power Resources</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Power Resources Manager</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Power Resources Planner</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Power Settlements &amp; Compliance Analyst</td>
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<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Manager of Regulatory and Legislative Affairs</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Senior Regulatory Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Decarboniation and Grid Innovation</td>
<td>1</td>
<td>1</td>
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</tr>
<tr>
<td>Data Analyst</td>
<td>1</td>
<td>0</td>
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</tr>
<tr>
<td>Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>25</strong></td>
<td><strong>17</strong></td>
<td><strong>8</strong></td>
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## Return on Investments

<table>
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<tr>
<th>Money Market</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>$30,474</td>
<td>$30,758</td>
<td>$58,997</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$120,229</td>
</tr>
</tbody>
</table>

## Portfolio Invested

*Note: Balance available to invest does not funds in the lockbox or deposits for power supply.*

<table>
<thead>
<tr>
<th></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>Average daily portfolio available to invest*</td>
<td>55,148,395</td>
<td>63,583,109</td>
<td>62,254,625</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average daily portfolio invested</td>
<td>20,154,823</td>
<td>20,185,339</td>
<td>35,700,846</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of average daily portfolio invested</td>
<td>36.5%</td>
<td>31.7%</td>
<td>57.3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

## Detail of Portfolio

<table>
<thead>
<tr>
<th>Money Market - River City Bank</th>
<th>Opening Rate %</th>
<th>Current Rate %</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.26%</td>
<td>1.98%</td>
<td>$60,274,070</td>
</tr>
</tbody>
</table>

* Note: Balance available to invest does not funds in the lockbox or deposits for power supply.
CUSTOMER ACCOUNTS

RESIDENTIAL ACCOUNTS

NON-RESIDENTIAL ACCOUNTS

Item 1c
# Accounts Receivable Aging Report

**Silicon Valley Clean Energy Authority**

<table>
<thead>
<tr>
<th>Days</th>
<th>Accounts Receivable</th>
<th>Period %</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>Total</td>
<td>$19,055,600</td>
<td>100%</td>
<td>$16,556,912</td>
<td>$1,280,980</td>
<td>$366,483</td>
<td>$271,405</td>
<td>$579,820</td>
</tr>
</tbody>
</table>

*Note: A portion of accounts that are 120 days old have been sent back to PG&E, however the receivable remains outstanding until PG&E writes the account off.*
TREASURER REPORT
Fiscal Year to Date
As of January 31, 2019
(Preliminary & Unaudited)
Issue Date: March 13, 2019

Table of Contents

<table>
<thead>
<tr>
<th>Item</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>
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<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>
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<tr>
<td>Accounts Receivable Aging Report</td>
<td>15</td>
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</table>
Financial Highlights for the month of January 2019:

Note: Retail revenues are better than budget due to the budget assuming revenue reducing rate changes would occur in January 2019. Rate changes are not expected until June 2019.

The Mid-Year Budget process will reflect updated revenues and power supply cost and presented to the Board in March 2019.

PG&E declared bankruptcy in late January 2019. SVCE expects no impact in the short-term as daily customer receipts are being received.

SVCE operations resulted in a negative change in net position for the month of ($4.9) million and year-to-date change in net position of $6.2 million.

- January revenue of $19.4 million accounted for 336 GWh in net retail consumption.
- Year-to-date operating margin is $9.4 million with year-to-date performance $4.9 million below budget.
- SVCE is above the minimum cash reserve target and stable liquidity.

Retail GWh sales for the month came 2 GWh above budget for the month and 1% below budget year-to-date.

- Overall, weather year-to-date has been near the 15 year average but January was warmer than usual.

Power Supply
- Year-to-date power supply is 7% above budget.
- January resulted in large REC purchases which reduced margin.
- Staff presented an update to the Risk Management Policy at the January Board of Directors meeting. Staff is developing risk management guidelines.

Programs/Capital
- The Programs Roadmap was approved by the Board of Directors in December 2018.
- EV Charging Station program was presented at the February 2019 Board of Directors meeting.

Investing/Financing
- SVCE amended its credit agreement with River City Bank to expand the line of credit to $35 million.
- SVCE increased its investment balances.

<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>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>8,092</td>
<td>953</td>
<td>1,947</td>
<td>(4,819)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,173</td>
<td>29,541</td>
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<table>
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<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>Budget</th>
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</thead>
<tbody>
<tr>
<td>Energy &amp; REC's</td>
<td>14,735</td>
<td>13,930</td>
<td>12,890</td>
<td>18,262</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>59,816</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>985</td>
<td>912</td>
<td>1,082</td>
<td>1,554</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>4,533</td>
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<td>CAISO Charges</td>
<td>798</td>
<td>1,043</td>
<td>438</td>
<td>1,768</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>4,047</td>
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<tr>
<td>NEM Expense</td>
<td>74</td>
<td>(82)</td>
<td>(242)</td>
<td>(214)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(464)</td>
<td></td>
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<tr>
<td>Charge/Credit (IST/Net Rev)</td>
<td>569</td>
<td>1,089</td>
<td>3,383</td>
<td>2,064</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>7,105</td>
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<tr>
<td><strong>Net Power Costs</strong></td>
<td>17,161</td>
<td>16,892</td>
<td>17,551</td>
<td>23,434</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>75,038</td>
<td>211,815</td>
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<table>
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<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>Budget</th>
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<tr>
<td>Capital Expenditures</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>9</td>
<td>150</td>
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<tr>
<td>Energy Programs</td>
<td>37</td>
<td>3</td>
<td>-</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>41</td>
<td>5,177</td>
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<table>
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<th>Load Statistics - GWh</th>
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<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>Budget</th>
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<tbody>
<tr>
<td>Retail Sales Actual</td>
<td>323</td>
<td>318</td>
<td>354</td>
<td>336</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>1,331</td>
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<tr>
<td>Retail Sales Budget</td>
<td>335</td>
<td>335</td>
<td>339</td>
<td>334</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,343</td>
<td>3,974</td>
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Other Statistics and Ratios

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<th>Description</th>
<th>Value</th>
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<tr>
<td>Working Capital</td>
<td>$81,300,777</td>
</tr>
<tr>
<td>Current Ratio</td>
<td>3.3</td>
</tr>
<tr>
<td>Operating Margin</td>
<td>11%</td>
</tr>
<tr>
<td>Expense Coverage Days</td>
<td>109</td>
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<tr>
<td>Return on Assets</td>
<td>5%</td>
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<tr>
<td>Long-Term Debt</td>
<td>$0</td>
</tr>
<tr>
<td>Total Accounts</td>
<td>268,259</td>
</tr>
<tr>
<td>Opt-Out Accounts</td>
<td>9,608</td>
</tr>
<tr>
<td>Opt-Up Accounts</td>
<td>3,115</td>
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Retail Sales - Month

<table>
<thead>
<tr>
<th>Period</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Millions</td>
<td></td>
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</tr>
<tr>
<td>Actual</td>
<td>19.4</td>
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<td>Budget</td>
<td>16.8</td>
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</tr>
<tr>
<td>FY16/17</td>
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</table>

Retail Sales - YTD

<table>
<thead>
<tr>
<th>Period</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Millions</td>
<td></td>
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</tr>
<tr>
<td>Actual</td>
<td>84.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>84.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY16/17</td>
<td>71.3</td>
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</table>

O&M - Month

<table>
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<th>Period</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Millions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual</td>
<td>24.3</td>
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</tr>
<tr>
<td>Budget</td>
<td>20.0</td>
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<td></td>
</tr>
<tr>
<td>FY16/17</td>
<td>13.0</td>
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</table>

O&M - YTD

<table>
<thead>
<tr>
<th>Period</th>
<th>Actual</th>
<th>Budget</th>
<th>FY16/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Millions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual</td>
<td>78.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>76.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY16/17</td>
<td>59.3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION
As of January 31, 2019

ASSETS

Current Assets
Cash & Cash Equivalents $ 73,776,488
Accounts Receivable, net of allowance 19,733,449
Accrued Revenue 12,019,983
Other Receivables 202,377
Prepaid Expenses 1,258,318
Deposits 6,142,300
Restricted cash - lockbox 4,000,000

Total Current Assets 117,132,915

Noncurrent assets
Capital assets, net of depreciation 177,078
Deposits 3,129,560

Total Noncurrent Assets 3,306,638

Total Assets 120,439,553

LIABILITIES

Current Liabilities
Accounts Payable 448,343
Accrued Cost of Electricity 33,357,325
Accrued Payroll & Benefits 272,186
Other accrued liabilities 457,112
User Taxes and Energy Surcharges due to other gov'ts 683,852
Supplier Security Deposits 613,320

Total Current Liabilities 35,832,138

NET POSITION

Net investment in capital assets 177,078
Restricted for security collateral 4,000,000
Unrestricted (deficit) 80,430,337

Total Net Position $ 84,607,415
**SILICON VALLEY CLEAN ENERGY AUTHORITY**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
October 1, 2018 through January 31, 2019

<table>
<thead>
<tr>
<th>OPERATING REVENUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity Sales, Net $84,177,395</td>
</tr>
<tr>
<td>GreenPrime electricity premium 283,955</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUES</strong> 84,461,350</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Electricity 75,038,044</td>
</tr>
<tr>
<td>Staff Compensation and benefits 1,028,054</td>
</tr>
<tr>
<td>Data Management 1,204,920</td>
</tr>
<tr>
<td>Service Fees - PG&amp;E 376,656</td>
</tr>
<tr>
<td>Consultants and Other Professional Fees 335,190</td>
</tr>
<tr>
<td>Legal 71,372</td>
</tr>
<tr>
<td>Communications &amp; Noticing 92,306</td>
</tr>
<tr>
<td>General &amp; Administrative 317,708</td>
</tr>
<tr>
<td>Depreciation 17,086</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong> 78,481,336</td>
</tr>
</tbody>
</table>

| OPERATING INCOME(LOSS) | 5,980,014 |

<table>
<thead>
<tr>
<th>NONOPERATING REVENUES (EXPENSES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Income 248,537</td>
</tr>
<tr>
<td>Financing costs (55,856)</td>
</tr>
<tr>
<td><strong>TOTAL NONOPERATING EXPENSES</strong> 192,681</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHANGE IN NET POSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Position at beginning of period 78,434,720</td>
</tr>
<tr>
<td><strong>Net Position at end of period</strong> $84,607,415</td>
</tr>
</tbody>
</table>

---

*Item 1d*
CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from electricity sales $ 93,243,322
Receipts from wholesale sales 362,740
Supplier security deposits 28,320
Tax and surcharge receipts from customers 1,805,182
Energy settlements received 223,732
Deposits and collateral received 4,913,970
Payments to purchase electricity (76,306,873)
Payments for staff compensation and benefits (1,023,574)
Payments for data manager fees (1,204,960)
Payments for PG&E service fees (282,410)
Payments for consultants and other professional services (364,567)
Payments for legal fees (124,680)
Payments for communications and noticing (126,417)
Payments for general and administrative (428,363)
Payments of deposits and collateral (500)
Tax and surcharge payments to other governments (2,084,612)

Net cash provided (used) by operating activities 18,630,310

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Interest and related expense payments (55,856)

Net cash provided (used) by non-capital financing activities (55,856)

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Acquisition of capital assets (9,843)

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Interest income received 248,537

Net change in cash and cash equivalents 18,813,148
Cash and cash equivalents at beginning of year 58,963,340
Cash and cash equivalents at end of period $ 77,776,488
### 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>$ 5,980,014</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>17,086</td>
</tr>
<tr>
<td>Revenue reduced for uncollectible accounts</td>
<td>424,428</td>
</tr>
<tr>
<td>(Increase) decrease in net accounts receivable</td>
<td>3,503,269</td>
</tr>
<tr>
<td>(Increase) decrease in other receivables</td>
<td>(116,116)</td>
</tr>
<tr>
<td>(Increase) decrease in accrued revenue</td>
<td>4,911,378</td>
</tr>
<tr>
<td>(Increase) decrease in prepaid expenses</td>
<td>(134,472)</td>
</tr>
<tr>
<td>(Increase) decrease in current deposits</td>
<td>4,913,470</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>(272,195)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued payroll &amp; benefits</td>
<td>80,897</td>
</tr>
<tr>
<td>Increase (decrease) in energy settlements payable</td>
<td>1,619,178</td>
</tr>
<tr>
<td>Increase (decrease) in accrued cost of electricity</td>
<td>(2,445,526)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued liabilities</td>
<td>457,112</td>
</tr>
<tr>
<td>Increase (decrease) in taxes and surcharges due to other governments</td>
<td>(336,533)</td>
</tr>
<tr>
<td>Increase (decrease) in supplier security deposits</td>
<td>28,320</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td><strong>$ 18,630,310</strong></td>
</tr>
</tbody>
</table>
## SILICON VALLEY CLEAN ENERGY
### BUDGETARY COMPARISON SCHEDULE
October 1, 2018 through January 31, 2019

### REVENUES & OTHER SOURCES

<table>
<thead>
<tr>
<th>Item</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance</th>
<th>FY 2018-19 Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Sales</td>
<td>$84,177,395</td>
<td>$84,050,361</td>
<td>$127,034</td>
<td>$258,831,695</td>
<td>0%</td>
</tr>
<tr>
<td>Green Prime Premium</td>
<td>283,955</td>
<td>204,564</td>
<td>79,391</td>
<td>613,691</td>
<td>39%</td>
</tr>
<tr>
<td>Other Income</td>
<td>33,333</td>
<td>(33,333)</td>
<td>-100%</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Investment Income</td>
<td>248,537</td>
<td>166,667</td>
<td>81,870</td>
<td>500,000</td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES &amp; OTHER SOURCES</strong></td>
<td><strong>84,709,887</strong></td>
<td><strong>84,454,925</strong></td>
<td><strong>254,962</strong></td>
<td><strong>260,045,386</strong></td>
<td><strong>0%</strong></td>
</tr>
</tbody>
</table>

### EXPENDITURES & OTHER USES

#### CURRENT EXPENDITURES

<table>
<thead>
<tr>
<th>Item</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance</th>
<th>FY 2018-19 Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Supply</td>
<td>75,038,044</td>
<td>69,978,453</td>
<td>(5,059,591)</td>
<td>211,815,189</td>
<td>35%</td>
</tr>
<tr>
<td>Data Management</td>
<td>1,204,920</td>
<td>1,125,100</td>
<td>(79,820)</td>
<td>3,375,301</td>
<td>36%</td>
</tr>
<tr>
<td>PG&amp;E Fees</td>
<td>376,656</td>
<td>357,987</td>
<td>(18,669)</td>
<td>1,073,960</td>
<td>35%</td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td>1,028,054</td>
<td>1,611,165</td>
<td>583,111</td>
<td>4,833,494</td>
<td>21%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>366,083</td>
<td>610,017</td>
<td>243,934</td>
<td>1,830,051</td>
<td>20%</td>
</tr>
<tr>
<td>Marketing &amp; Promotions</td>
<td>76,879</td>
<td>367,500</td>
<td>290,621</td>
<td>1,102,500</td>
<td>7%</td>
</tr>
<tr>
<td>Notifications</td>
<td>15,427</td>
<td>51,667</td>
<td>36,240</td>
<td>155,000</td>
<td>10%</td>
</tr>
<tr>
<td>Lease</td>
<td>106,062</td>
<td>106,559</td>
<td>497</td>
<td>636,160</td>
<td>33%</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>211,646</td>
<td>212,053</td>
<td>407</td>
<td>1,125,189</td>
<td>33%</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT EXPENDITURES</strong></td>
<td><strong>78,423,771</strong></td>
<td><strong>74,420,501</strong></td>
<td><strong>(4,003,270)</strong></td>
<td><strong>225,147,694</strong></td>
<td><strong>35%</strong></td>
</tr>
</tbody>
</table>

#### OTHER USES

<table>
<thead>
<tr>
<th>Item</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance</th>
<th>FY 2018-19 Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Programs</td>
<td>40,479</td>
<td>1,681,007</td>
<td>1,640,528</td>
<td>5,176,634</td>
<td>1%</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>9,844</td>
<td>50,000</td>
<td>40,156</td>
<td>150,000</td>
<td>7%</td>
</tr>
<tr>
<td>Financial Security Requirement</td>
<td>-</td>
<td>147,000</td>
<td>147,000</td>
<td>147,000</td>
<td></td>
</tr>
<tr>
<td>Refund of Bond</td>
<td>-</td>
<td>(100,000)</td>
<td>(100,000)</td>
<td>(100,000)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL OTHER USES</strong></td>
<td><strong>50,323</strong></td>
<td><strong>1,778,007</strong></td>
<td><strong>1,728,684</strong></td>
<td><strong>5,373,634</strong></td>
<td><strong>1%</strong></td>
</tr>
</tbody>
</table>

#### DEBT SERVICE

<table>
<thead>
<tr>
<th>Item</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance</th>
<th>FY 2018-19 Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financing</td>
<td>55,856</td>
<td>-</td>
<td>(55,856)</td>
<td>30,000</td>
<td>186%</td>
</tr>
<tr>
<td><strong>TOTAL DEBT SERVICE</strong></td>
<td><strong>55,856</strong></td>
<td><strong>-</strong></td>
<td><strong>(55,856)</strong></td>
<td><strong>30,000</strong></td>
<td><strong>186%</strong></td>
</tr>
</tbody>
</table>

### Total Expenditures, Other Uses & Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance</th>
<th>FY 2018-19 Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>78,529,950</strong></td>
<td><strong>76,198,508</strong></td>
<td><strong>(2,331,442)</strong></td>
<td><strong>-3%</strong></td>
<td><strong>230,551,328</strong></td>
<td><strong>34%</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>FYTD Actual</th>
<th>FYTD Budget</th>
<th>Variance</th>
<th>FY 2018-19 Budget</th>
<th>% Budget Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6,179,937</strong></td>
<td><strong>8,256,417</strong></td>
<td><strong>(2,076,480)</strong></td>
<td><strong>-25%</strong></td>
<td><strong>29,494,058</strong></td>
<td></td>
</tr>
</tbody>
</table>
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 $ 6,179,937

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

- Subtract depreciation expense (17,086)
- Add back capital asset acquisitions 9,844

Change in Net Position 6,172,695
# STATEMENT OF REVENUES, EXPENSES
# AND CHANGES IN NET POSITION
# October 1, 2018 through January 1, 2019

## OPERATING REVENUES

<table>
<thead>
<tr>
<th></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>26,013,308</td>
<td>18,589,640</td>
<td>20,295,540</td>
<td>19,278,907</td>
<td>$84,177,395</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green electricity premium</td>
<td>76,005</td>
<td>66,459</td>
<td>67,567</td>
<td>73,924</td>
<td>283,955</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other income</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 revenues</td>
<td>26,089,313</td>
<td>18,656,099</td>
<td>20,363,107</td>
<td>19,352,831</td>
<td>$84,461,350</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

## OPERATING EXPENSES

<table>
<thead>
<tr>
<th></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>17,160,575</td>
<td>16,892,744</td>
<td>17,551,069</td>
<td>23,433,656</td>
<td>75,038,044</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff compensation and benefits</td>
<td>236,907</td>
<td>256,926</td>
<td>264,613</td>
<td>269,608</td>
<td>1,028,054</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data manager</td>
<td>301,479</td>
<td>300,856</td>
<td>301,200</td>
<td>301,385</td>
<td>1,204,920</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>94,279</td>
<td>94,000</td>
<td>94,377</td>
<td>94,000</td>
<td>376,656</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>130,737</td>
<td>114,869</td>
<td>129,909</td>
<td>123,353</td>
<td>498,868</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administration</td>
<td>99,316</td>
<td>70,743</td>
<td>74,028</td>
<td>73,621</td>
<td>317,708</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>4,179</td>
<td>4,179</td>
<td>4,335</td>
<td>4,393</td>
<td>17,086</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>18,027,472</td>
<td>17,734,317</td>
<td>18,419,531</td>
<td>24,300,016</td>
<td>78,481,336</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>8,061,841</td>
<td>921,782</td>
<td>1,943,576</td>
<td>(4,947,185)</td>
<td>5,980,014</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

## NONOPERATING REVENUES (EXPENSES)

<table>
<thead>
<tr>
<th></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>30,474</td>
<td>30,758</td>
<td>58,997</td>
<td>128,308</td>
<td>248,537</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest and related expense</td>
<td>-</td>
<td>-</td>
<td>(55,856)</td>
<td>-</td>
<td>(55,856)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total nonoperating revenues (expenses)</td>
<td>30,474</td>
<td>30,758</td>
<td>3,141</td>
<td>128,308</td>
<td>192,681</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## CHANGE IN NET POSITION

<table>
<thead>
<tr>
<th></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>$8,092,315</td>
<td>$952,540</td>
<td>$1,946,717</td>
<td>$4,819,877</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$6,172,695</td>
</tr>
</tbody>
</table>
# PERSONNEL REPORT FOR JANUARY 2019

## HEADCOUNT

<table>
<thead>
<tr>
<th>Position</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Account Services and Community Relations</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>Energy Consultant</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Energy Associate</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Communications 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>Communications Specialist</td>
<td>1</td>
<td>1</td>
<td>0</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>Director of Finance and Administration</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Management Analyst</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>Director of Power Resources</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Power Resources Manager</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Power Resources Planner</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>Manager of Regulatory and Legislative Affairs</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Senior Regulatory Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Director of Decarboniation and Grid Innovation</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Data Analyst</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Analyst</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>25</strong></td>
<td><strong>18</strong></td>
<td><strong>7</strong></td>
</tr>
</tbody>
</table>
### Return on Investments

<table>
<thead>
<tr>
<th>Money Market</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>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market</td>
<td>$30,474</td>
<td>$30,758</td>
<td>$58,997</td>
<td>$128,308</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$248,537</td>
</tr>
</tbody>
</table>

### Portfolio Invested

- **Average daily portfolio available to invest**: 55,148,395 63,583,109 62,254,625 69,135,839
- **Average daily portfolio invested**: 20,154,823 20,185,339 35,700,846 60,277,386
- **% of average daily portfolio invested**: 36.5% 31.7% 57.3% 87.2%

### Detail of Portfolio

<table>
<thead>
<tr>
<th>Money Market - River City Bank</th>
<th>Opening Rate %</th>
<th>Current Rate %</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.26%</td>
<td>2.05%</td>
<td>$60,376,868</td>
</tr>
</tbody>
</table>

*Note: Balance available to invest does not fund in the lockbox or deposits for power supply.*
CUSTOMER ACCOUNTS

RESIDENTIAL ACCOUNTS

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>239.7</td>
<td>240.0</td>
</tr>
<tr>
<td>Nov</td>
<td>240.4</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>240.5</td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr</td>
<td></td>
<td></td>
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<tr>
<td>May</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jul</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sep</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NON-RESIDENTIAL ACCOUNTS

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>27.8</td>
<td>27.8</td>
</tr>
<tr>
<td>Nov</td>
<td>27.8</td>
<td>27.8</td>
</tr>
<tr>
<td>Dec</td>
<td>27.8</td>
<td>27.8</td>
</tr>
<tr>
<td>Jan</td>
<td></td>
<td>27.8</td>
</tr>
<tr>
<td>Feb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun</td>
<td></td>
<td></td>
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<tr>
<td>Jul</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sep</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Legend:
- Green: Actual
- Blue: Budget
WEATHER STATISTICS

COOLING DEGREE DAYS

HEATING DEGREE DAYS
## Accounts Receivable Aging Report

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

<table>
<thead>
<tr>
<th>Days</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>Total</td>
<td>$19,233,332</td>
<td>$1,317,852</td>
<td>$413,351</td>
<td>$215,924</td>
<td>$705,434</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$21,885,892</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Period %**

|        | 100%  | 87.9% | 6.0%  | 1.9%  | 1.0%      | 3.2%  |

*Note: A portion of accounts that are 120 days old have been sent back to PG&E, however the receivable remains outstanding until PG&E writes the account off.*
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1e: Approve Appointment of Maria Öberg, County Treasury Administrator, to Serve on the SVCE Finance and Administration Committee

Date: 3/13/2019

RECOMMENDATION
Approve the appointment of Maria Öberg, County Treasury Administrator, to serve on the 2019 SVCE Finance and Administration Committee.

BACKGROUND
The Finance and Administration Committee was formed and approved by the Board on February 14th, 2018. During discussion of the composition of the Finance and Administration committee, Directors were in consensus that eligible members could include Board members, Alternate Board members or a member agency staff person.

When the composition of SVCE’s Audit and Finance and Administration committees was initially discussed, some Directors felt that having financial expertise on the committee would be beneficial to SVCE. Though agency staff was not appointed to serve on any committees in 2018, the Board identified a placeholder for a County appointment in the event Director Dave Cortese identified a County staff person to serve on the Finance and Administration Committee.

ANALYSIS & DISCUSSION
The 2019 Committee assignments were made at the February 23, 2019 Board of Directors meeting. During committee selections, General Counsel confirmed additional committee members could be added during the course of the year, so long as the appointment is placed on the agenda for Board approval.

The attached letter of nomination for Maria Öberg, County of Santa Clara Treasury Administrator, was received from the office of Alternate Director Cortese’s office on February 26, 2019. Ms. Öberg provides management oversight of the County’s investments as well as the County’s capital financing program. Prior to joining the County, she was the Finance Director for the City of Emeryville and the Treasury Division Manager for the City of San Jose.

The appointment of Ms. Öberg would increase the Finance and Administration Committee membership to six members, which is the limit as defined by Board policy.

STRATEGIC PLAN
The recommendation supports the fiscal management goals of the strategic plan.
**ALTERNATIVE**
Should the Board choose not to approve Ms. Öberg’s appointment, the Finance and Administration Committee will remain with five members.

**FISCAL IMPACT**
No fiscal impact as a result of approving the appointment.

**ATTACHMENT**
1. Letter of Nomination for Maria Öberg from Alternate Director Dave Cortese, Santa Clara County
February 26, 2019

SVCE Board of Directors

Dear Board Members,

Please consider my nomination of Maria Öberg to the SVCE Finance and Administration Committee. Maria was selected as the best choice within our large and complex organization. I am confident that she will provide exemplary service to SVCE and I encourage you to appoint her.

Maria Öberg has served as the County of Santa Clara’s Treasury Administrator since January 2016. She provides management oversight of the County’s investment pool of $8.2 billion as well as the County’s capital financing program. Prior to joining the County, she was the Finance Director for the City of Emeryville and the Treasury Division Manager for the City of San Jose.

Sincerely,

[Signature]

Dave Cortese
Santa Clara County Board of Supervisors
Staff Report – Item 1f

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

**Item 1f:** Adopt Resolution to Delegate Authority to Chief Executive Officer to Enter Into Certain Transactions Under Approved Master Agreements Pursuant to the Energy Risk Management Policy and Authorize the Chief Executive Officer to Execute Master Agreement with NextEra Energy Marketing, LLC

Date: 3/13/2019

**RECOMMENDATION**

Adopt Resolution No. 2019-03 to delegate authority to the Chief Executive Officer ("CEO") as follows:

1) Enter into Transactions under Approved Master Agreements (as defined below) Pursuant to the Energy Risk Management Policy; and  
2) Execute a Master Agreement (as attached) with NextEra Energy Marketing, LLC ("NextEra"), with non-substantive changes.

**BACKGROUND**

Silicon Valley Clean Energy Authority ("SVCE") transacts for the majority of its power supply arrangements under the industry-standard Edison Electric Institute ("EEI") master power purchase and sale agreement ("Master Agreement"). The Master Agreement is a widely used standard form agreement containing general terms and conditions for electric power transactions. The SVCE Board of Directors ("Board") by resolution and/or minute action, has previously authorized the CEO to execute Master Agreements (once approved by the Board, an "Approved Master Agreement") with multiple counterparties. Thus far, the Board’s delegation of authority to transact under Approved Master Agreements has been on a case-by-case basis with specific limits related to term, price and/or products such as renewable energy and resource adequacy capacity. This approach served its purpose in the past, but over time has proved to be limiting as each Approved Master Agreement was only approved for certain products, with specific price limits, on a counterparty-by-counterparty and as-needed basis. As a result of the timing of their respective approvals, the CEO’s transaction authority under Approved Master Agreements among similarly qualified suppliers is not consistent. This situation limits SVCE’s flexibility to enter into transactions with qualified and approved suppliers under Approved Master Agreements.

The Board-adopted Energy Risk Management Policy ("ERM Policy") defines SVCE’s general energy risk management framework and provides management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which SVCE is exposed in its normal course of business. The ERM Policy establishes certain comprehensive and forward-looking limits for the types of transactions the CEO, or his designee, may execute along with limits on authority related to term, volume and dollars and necessary oversight. The Board most recently approved an updated ERM Policy in January 2019. The updated ERM Policy establishes certain parameters and limits for transactions under Approved Master Agreements. However, these parameters do not fully govern transaction authority under Approved Master Agreements, which are subject to Board approval and, as previously discussed, have been approved subject to certain limitations as were appropriate at the time of approval. Thus, under any Approved Master Agreement, the ERM Policy may or may not impose a limit on trading authority depending on the terms of the initial Board approval.

In sum, the current approach of granting transaction authority under Master Agreements on a case-by-case basis has resulted in a portfolio of enabling agreements subject to transaction limits under initial Board approvals (which limits may or may not still be appropriate and which are not uniformly applied across all suppliers) and which do not fully integrate with the Board’s ERM Policy.
The CEO has determined in consultation with SVCE Staff ("Staff") that it would be beneficial to harmonize the Board’s approval of Master Agreements with the authority limits in the ERM Policy through an integrated approach. Under this integrated approach, the Board would approve Master Agreements (i.e., the Approved Master Agreements) and would establish limits for the CEO’s transaction authority under such Approved Master Agreements through the ERM Policy, rather than on a case-by-case basis as in the past. This change would be accomplished by the attached resolution establishing that the CEO has the delegated authority to enter into permitted Transactions (as defined below) under all Approved Master Agreements, subject to compliance with trading limits established under the ERM Policy.

The attached resolution also provides authority to enter into an EEI Master Agreement with NextEra. NextEra and SVCE have agreed to certain terms and provisions as defined in the attached EEI Master Agreement and Collateral Annex, which have been reviewed and approved by SVCE’s energy counsel and are consistent with the terms approved by the Board under existing Master Agreements.

**ANALYSIS & DISCUSSION**

A Master Agreement does not itself obligate SVCE to execute transactions but rather enables parties to transact various types of energy and related services such as renewable energy resources to meet Renewable Portfolio Standards (RPS); carbon-free resources; system energy at fixed and/or index prices and resource adequacy capacity products. The Master Agreement between SVCE and each counterparty includes standard, boilerplate terms and conditions, with modifications negotiated by the parties via a "Cover Sheet" as well as certain global credit provisions. Enhancement of credit and/or collateral requirements are memorialized through the execution of a Collateral Annex. Energy transactions are made through competitive solicitations and memorialized by written "Confirmations" setting forth the specifics of the purchase such as term, product, volume, and price. Once executed by SVCE and the counterparty, a Confirmation becomes a "Transaction," and is a binding obligation for the purchase of energy or other products.

The Board may either execute Master Agreements and subsequent Confirmations or delegate such authority to the CEO, which the Board has done subject to certain limitations and adherence to the Board-approved Energy Risk Management Policy. Table 1 is a summary of existing authority under Board-approved Master Agreements. Table 2 shows the current approach to granting authority to transact to the CEO under the ERM Policy.

**Table 1: Authority Delegated to the CEO by the Board under Master Agreements**

<table>
<thead>
<tr>
<th>Board Meeting</th>
<th>Delegated Authority to CEO</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 9, 2016</td>
<td>Resolution #2016-09: Execute Master Agreements with the following:</td>
<td>Only allows for the execution of the Master Agreement</td>
</tr>
<tr>
<td></td>
<td>3 Phases Renewables Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Energy America, LLC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exelon Generation Company, LLC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Morgan Stanley Capital Group, Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Powerex Corp.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shell Energy North America (US), L.P.</td>
<td></td>
</tr>
<tr>
<td>December 14, 2016</td>
<td>Resolution #2016-15: Execute multiple transactions under Master Agreements approved via Resolution #2016-09</td>
<td>Term may not exceed 57 months; and the average purchase cost in aggregate may not exceed fifty-dollars per megawatt hour</td>
</tr>
<tr>
<td>February 8, 2017</td>
<td>Execute Master Agreement with Regenerate Power LLC</td>
<td>Single purchase of renewable energy - Power Content Category One (PCC1) for delivery in 2018-2021</td>
</tr>
<tr>
<td>August 9, 2017</td>
<td>Execute Master Agreement with TransAlta Energy Marketing</td>
<td>Single purchase of renewable energy - Power Content Category Two (PCC2) for delivery in calendar year 2018</td>
</tr>
<tr>
<td>October 24, 2017</td>
<td>Execute Master Agreement with Pacific Gas and Electric Company</td>
<td>Single purchase of resource adequacy (RA) capacity for calendar year 2018</td>
</tr>
<tr>
<td>January 10, 2018</td>
<td>Execute Master Agreement with Southern California Edison</td>
<td>RA products</td>
</tr>
<tr>
<td>April 11, 2018</td>
<td>Execute Master Agreement with Calpine Energy Services, L.P.</td>
<td>RA products for calendar years 2019-2023</td>
</tr>
</tbody>
</table>
As Table 1 shows, the CEO’s authority to transact under Approved Master Agreements is limited to the scope of prior approval, which may have been limited in term, price or product. This one-off approach limits the ability of SVCE to procure energy from the largest number of qualified suppliers under Approved Master Agreements, creates an administrative burden for Staff to manage procurements, and also limits the Board’s ability to comprehensively establish transaction and risk parameters for all Transactions.

Table 2: ERM Policy Authority Delegated to the CEO by the Board

<table>
<thead>
<tr>
<th>Product</th>
<th>Term Limit</th>
<th>Notional Value Limit</th>
<th>Who</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy, Capacity, and CAISO Ancillary Services</td>
<td>Day Ahead and Real Time</td>
<td>As needed to meet SVCE’s obligations with the CAISO</td>
<td>CEO</td>
</tr>
<tr>
<td>Energy, Capacity, CRRs, and Environmental Products</td>
<td>Up to 12 months</td>
<td>As needed to meet SVCE’s needs (per Purchasing Policy)</td>
<td>CEO</td>
</tr>
<tr>
<td></td>
<td>Up to 60 months</td>
<td>As delegated to the CEO under Master Agreements approved by the Board</td>
<td>CEO</td>
</tr>
<tr>
<td></td>
<td>Over 60 months</td>
<td>As approved by the Board</td>
<td>Board</td>
</tr>
</tbody>
</table>

Revised Delegation of Authority Under Master Agreements

As discussed above, the current approach of approving Master Agreements and Transactions on a case-by-case basis has led to a structure that is inflexible, increasingly difficult to implement, and which fails to fully integrate and implement the current ERM Policy across all Approved Master Agreements. For example, the price limit established under Resolution No. 2016-15, may be too restrictive in times when market prices are high and there is a need to purchase additional fixed-price energy to meet hedging strategies, financial objectives and budget constraints.

Therefore, Staff requests that the Board adopt the attached resolution authorizing the CEO to enter into Transactions with counterparties under Approved Master Agreements subject to the limits established under the ERM Policy. A clear policy that Transactions under Approved Master Agreements are governed by the ERM Policy will simplify the procurement process for Staff, clarify the CEO’s transactional authority for SVCE’s energy suppliers, and allow SVCE to transact among the largest possible pool of qualified, Master Agreement-enabled counterparties, leading to greater liquidity and lower prices and rates for SVCE’s customers. It will also enable the CEO to efficiently and competitively meet the many goals, objectives and mandates set forth by the Board, the State of California and/or the multiple regulatory bodies. Finally, it will also give the Board a better ability to comprehensively adjust Transaction limits in the future across all Approved Master Agreements solely by amending the ERM Policy.

In addition, further limits on individual counterparty transactions will be imposed based on soon to be developed Counterparty Credit Guidelines (“Credit Guidelines”). At a minimum, the Credit Guidelines will provide a process for evaluating the creditworthiness of existing or potential counterparties; monitor default risk; establish dollar and/or volume limits to diversity credit risk; and establish reporting requirements to provide for the proper oversight of credit risk and adherence to authority limits. The Risk Oversight Committee will provide guidance and oversight in the development and implementation of such Credit Guidelines.

Table 3 is a summary of proposed delegation of authority to the CEO for each of the existing Master Agreements. Transactions beyond the delegated authority require Board approval. In addition, the CEO or Staff would not be precluded from seeking Board approval from time to time for an unusual or exceptional Transaction (or amendment thereto). For example, Staff is in the process of evaluating the performance of the one Transaction with Regenerate Power LLC and may return to the Board for an amendment to such Transaction.
Table 3: Revised Authority Delegated to the CEO under Master Agreements

<table>
<thead>
<tr>
<th>Approved Master Agreements (as of 3/4/19)</th>
<th>Products</th>
<th>Term Limit</th>
<th>Volume Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Energy America, LLC</td>
<td>All products approved under the ERM Policy</td>
<td>Up to 60 Months</td>
<td>Subject to SVCE’s projected load and the minimum and maximum annual net open position tolerance bands under the Board-approved ERM Policy</td>
</tr>
<tr>
<td>• Exelon Generation Company, LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Morgan Stanley Capital Group, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Powerex Corp.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Regenerate Power LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Shell Energy North America (US), L.P.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• TransAlta Energy Marketing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pacific Gas and Electric Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Southern California Edison</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The CEO will report monthly to the Board all transactions executed under the Approved Master Agreements including supplier, product, term, notional volume and adherence to price limits.

NextEra Master Agreement
NextEra Energy, Inc. is a Fortune 200 corporation with two principal subsidiaries, Florida Power & Light and NextEra Energy Resources. The proposed Master Agreement is with NextEra Energy Marketing, LLC., the trading arm of NextEra Energy Resources. NextEra is a long-standing supplier in California’s wholesale market of compliance products for renewable energy and resource adequacy and fixed-price, forward energy for the purposes of hedging.

The CEO requests authority to execute the Master Agreement as provided for in Attachment 2, which contains the proposed terms under the Cover Sheet and Collateral Annex. The CEO further seeks the Board’s authority to transact pursuant to one or more Confirmations consistent with the authority being proposed for Approved Master Agreements.

STRATEGIC PLAN
The expanded use of Approved Master Agreements will better enable Staff to meet its power supply procurement and cost management goals as provided for in SVCE’s Strategic Plan, Power Supply Goals 9, 10 and 11.

ALTERNATIVES
Alternatives to the recommended resolution expanding the authority under Approved Master Agreements may include: a) not approving Staff’s recommendation and instead Transactions are brought to the Board on a case-by-case basis for consideration; or b) restricting the authority delegated to the CEO based on price, notional value per Transaction and/or per supplier. These alternatives are difficult to implement, may result in less competitive offers and are not consistent with the Board-approved ERM Policy.

FISCAL IMPACT
Adoption of the recommended resolution does not in itself create a fiscal impact. Execution of Transactions under the Approved Master Agreements does require a fiscal commitment for which appropriation of funds are or will be included as part of the Board-adopted annual budget.

ATTACHMENTS
1. Resolution 2019-03 of the Board of Directors of Silicon Valley Clean Energy Authority Delegating Authority to the Chief Executive Officer to Execute Confirmation Agreements Pursuant to Approved Master Agreements and to Execute a Master Agreement with NextEra Energy Marketing, LLC
2. NextEra EEI Master Agreement and Collateral Annex
RESOLUTION NO. 2019-03

RESOLUTION OF THE BOARD OF DIRECTORS OF SILICON VALLEY CLEAN ENERGY AUTHORITY DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE CONFIRMATION AGREEMENTS PURSUANT TO APPROVED MASTER AGREEMENTS AND TO EXECUTE A MASTER AGREEMENT WITH NEXTERA ENERGY MARKETING, LLC

THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the Silicon Valley Clean Energy Authority ("Silicon Valley Clean Energy") was formed on March 31, 2016;

WHEREAS, Silicon Valley Clean Energy launched service under a community choice aggregation program on April 3, 2017;

WHEREAS, to provide such service, Silicon Valley Clean Energy purchases energy, renewable energy, carbon free energy, resource adequacy and related products and services (the "Product") from energy generating sources that are cleaner and have a higher percentage of renewable energy than that provided by the incumbent utility and at competitive prices;

WHEREAS, the EEI Master Agreement ("Master Agreement") is an industry standard framework agreement used for the purchase of Product that establishes certain terms and conditions for the contractual relationship between an energy purchaser and energy supplier, but which does not require a purchaser to purchase or a supplier to supply the Product without further written agreements executed in accordance with the terms and conditions of a Master Agreement ("Confirmations");

WHEREAS, Silicon Valley Clean Energy Board of Directors ("Board") pursuant to Resolution No. 2016-09 delegated authority to the Chief Executive Officer to negotiate and execute separate Master Agreements with certain energy suppliers ("Suppliers"), (such agreements, the “Approved Master Agreements”);

WHEREAS, the Board pursuant to Resolution No. 2016-15 delegated authority to the Chief Executive Officer to execute one or more transactions under an Approved Master Agreement pursuant to a Confirmation subject to certain limitations including an aggregate price for all Products not to exceed $50/MWh and a maximum Product term limit of 57 months with the Suppliers (“Authority”);

WHEREAS, the Chief Operating Officer has executed multiple Confirmations for Product consistent with the Board’s delegated authority;

WHEREAS, the Board by minute order further authorized the Chief Executive Officer to negotiate and execute Master Agreements with additional Suppliers with limited delegated authority for single Confirmations and/or limited Product, including:
Regenerate Power LLC
TransAlta Energy Marketing
Pacific Gas and Electric Company
Southern California Edison
Calpine Energy Services, L.P.

WHEREAS, the following Suppliers are currently parties to an Approved Master Agreement:

3 Phases Renewables Inc.
Calpine Energy Services, L.P.
Direct Energy Business Marketing, LLC
Exelon Generation Company, LLC
Morgan Stanley Capital Group, Inc.
Pacific Gas and Electric Company
Powerex Corp.
Regenerate Power LLC
Shell Energy North America (US), L.P.
Southern California Edison Company
TransAlta Energy Marketing

WHEREAS, in January 2019 the Board approved an updated Energy Risk Management Policy (the “ERM Policy”) which among other things, helps ensure that Silicon Valley Clean Energy achieves its mission and adheres to policies established by the Board, meets its power supply and related contract commitments, follows good utility practice, and complies with all applicable laws and regulations, and defines Silicon Valley Clean Energy’s general energy risk management framework and provides management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which Silicon Valley Clean Energy is exposed in its normal course of business;

WHEREAS, the Board has previously granted transaction authority to the Chief Executive Officer to enter into transactions under Approved Master Agreements on a case-by-case basis with transaction-specific limits such as contract length or price, and such approach is no longer well integrated with the updated ERM Policy;
WHEREAS, in order to further enhance Silicon Valley Clean Energy’s ability to competitively procure Product to meet multiple Board policies and regulatory compliance obligations, as well as facilitate Board oversight and better support energy risk management of Silicon Valley Clean Energy’s procurement through the ERM Policy, the Board has determined to harmonize its delegation of transaction authority to the Chief Executive Officer under Approved Master Agreements through the ERM Policy rather than on a case-by-case determination made at the time the Master Agreement is approved by the Board;

WHEREAS, in furtherance of such objectives, the Board wishes to grant the Chief Executive Officer the authority to execute Confirmations with Board-approved Suppliers under Approved Master Agreements for Silicon Valley Clean Energy’s projected requirements for energy and other Products, provided that such transactions are expressly subject to the then-current limits of the ERM Policy, as may be revised by the Board from time to time;

WHEREAS, the Board recognizes that the current ERM Policy needs to be updated to reflect changes to the Chief Executive Officer’s transaction authority set forth in this Resolution, including (a) granting the Chief Executive Officer authority to enter into Confirmations for terms not greater than 60 months and (b) limiting the Chief Executive Officer’s transaction authority to purchases of Product consistent with forecasted load and within the Energy NOP Tolerance Bands (as defined in the ERM Policy);

WHEREAS, the Board continues to reserve to itself the authority to authorize new Approved Master Agreements; and

WHEREAS, Silicon Valley Clean Energy desires to enter into a Master Agreement with NextEra Energy Marketing, LLC to transact Product and has agreed to terms and conditions consistent with Approved Master Agreements.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

1. Execute Confirmations, and amendments thereto, from time to time consistent with and subject to the limits, requirements, oversight and authority under the ERM Policy, with Suppliers that are parties to an Approved Master Agreement;

2. Cause the current ERM Policy to be updated to reflect changes to the Chief Executive Officer’s transaction authority set forth this Resolution, including (a) granting the Chief Executive Officer authority to enter into Confirmations for terms not greater than 60 months and (b) limiting the Chief Executive Officer’s transaction authority to purchases of Product consistent with forecasted load and within the Energy NOP Tolerance Bands (as defined in the ERM Policy);

3. Negotiate, enter into and deliver, and do all things necessary and appropriate for the execution and delivery of and performance of Silicon
Valley Clean Energy’s obligations under Approved Master Agreements and Confirmations (including any other instruments, documents, certificates and agreements executed by Silicon Valley Clean Energy in connection therewith) in order to implement the Chief Executive Officer’s authority to enter into such Approved Master Agreements and Confirmations; and

4. Execute a Master Agreement with NextEra Energy Marketing, LLC with terms consistent with the form of agreement presented to the Board of Directors, with any non-material changes, additions, variations or deletions (“Changes”) which following such execution by both parties, shall become an Approved Master Agreement.

ADOPTED AND APPROVED this 13th day of March 2019, by the following vote:

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Chair

ATTEST:

Secretary
MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This Master Power Purchase and Sale Agreement (Version 2.1; modified 04/25/00) (“Master Agreement”) is made as of the following date: March ___, 2019 ("Effective Date"). The Master Agreement, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the “Agreement.” The Parties to this Master Agreement are the following:

Name: NextEra Energy Marketing, LLC (“Party A”)

All Notices:
Street: 700 Universe Blvd.
City: Juno Beach, FL Zip: 33408
Attn: Contracts/Legal Department
Phone: n/a
Facsimile: (561) 625-7504
Duns: [Redacted]
Federal Tax ID Number: [Redacted]

Invoices:
Attn: Manager, NEM Accounting
Phone: 561-304-5830
Facsimile: 561-625-7651
michael.collier@nee.com
Power-Settlements.SharedMailbox@nee.com

Scheduling:
Attn: Scheduling Desk
Phone: (561) 625-7100
Facsimile: (561) 625-7604

Option Exercise:
Phone: (561) 625-7100

Payments:
Attn: Manager, NEM Accounting
Phone: 561-304-5830
Facsimile: 561-625-7663
michael.collier@nee.com
Power-Settlements.SharedMailbox@nee.com

Name: Silicon Valley Clean Energy Authority, a California joint powers authority (“Party B”)

All Notices:
Street: 333 W. El Camino Real, Suite 290
City: Sunnyvale, CA Zip: 94087
Attn: Girish Balachandran, CEO
Phone: (408) 721-5301
Email girish@svcleanenergy.org
Duns: [Redacted]
Federal Tax ID Number: [Redacted]

Invoices:
Attn: Power Supply Group
Phone: (408) 721-5301
Email: SVCEpowersettlements@svcleanenergy.org

Scheduling:
Attn: ZGlobal
Phone: (916) 221-4327
Email: eric@zglobal.biz

Option Exercise:
Phone:

Payments:
Attn: Finance Group
Phone: (408) 721-5301
Email: SVCEpowersettlements@svcleanenergy.org
**Wire Transfer Only:**
Pay: Bank of America
For the Account of: NextEra Energy Marketing, LLC
Account No.: [Redacted]
Fed. ABA No.: [Redacted]

**ACH Transfer Only:**
Pay: Bank of America
For the Account of: NextEra Energy Marketing, LLC
Account No.: [Redacted]
Fed. ABA No.: [Redacted]

**Wire Transfer:**
BNK: River City Bank
ABA: [Redacted]
ACCT: [Redacted]

**Credit and Collections:**
Attn: Credit Manager
Phone: (561) 694-3440
Facsimile:
Email: DL-CREDIT-GAS&OIL@nee.com

**Confirmations:**
Attn: Confirmation Desk
Phone: (561) 304-2488
Facsimile: (561) 625-7517

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: Contracts/Legal Department
Phone: n/a
Facsimile: (561) 625-7504

**Credit and Collections:**
Attn: Finance Group
Phone: (408) 721-5301
Email: SVCEpowersettlements@svcleanenergy.org

**Confirmations:**
Attn: __________________________
Phone: __________________________
Facsimile: _________________________

With additional Notices of an Event of Default or Potential Event of Default to:
Hall Energy Law PC
Attn: Stephen Hall
Phone: (503) 477-9354
Email: steve@hallenergylaw.com
The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

**Party A Tariff**  
Tariff  
Market-Based Rate  
Dated: January 9, 2017  
Docket Number: ER17-838-000

**Party B Tariff**  
Tariff N/A  
Dated N/A  
Docket Number N/A

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**Article Two**  
Transaction Terms and Conditions

☑️ Optional provision in Section 2.4. If not checked, inapplicable.

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**Article Four**  
Remedies for Failure to Deliver or Receive

☑️ Accelerated Payment of Damages. If not checked, inapplicable.

---

**Article Five**  
Events of Default; Remedies

☑️ Cross Default for Party A:

☐ Party A: ________________  
Cross Default Amount $______

☑️ Other Entity: NextEra Energy Capital Holdings, Inc.

☑️ Cross Default for Party B:

☑️ Party B:  
Cross Default Amount $______

☐ Other Entity: ____________  
Cross Default Amount $______

5.6 Closeout Setoff

☐ Option A (Applicable if no other selection is made.)

☑️ Option B (as amended pursuant to this Cover Sheet)

☐ Option C (No Setoff)

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**Article 8**  
8.1 Party A Credit Protection:

Credit and Collateral Requirements

(a) Financial Information:

☑️ Option A  
<if there is no Guarantor>

☐ Option B  
Specify: [Name of Guarantor]

<Guarantor, when there is one>
Option C Specify: *choose when we wish to specify different financial info*

(b) Credit Assurances:

- [ ] [ ]
- [ ] [ ]

(c) Collateral Threshold:

- [ ] [ ]
- [ ] [ ]

If applicable, the provisions of Section 8.1 (c) of the Agreement shall be replaced by the provisions of the *Collateral Annex* attached hereto.

(d) Downgrade Event:

- [ ] [ ]
- [ ] [ ]

If applicable, complete the following:

- [ ] [ ]
- [ ] [ ]

(e) Guarantor for Party B: _______________________________

Guarantee Amount:

8.2 Party B Credit Protection:

(a) Financial Information:

- [ ] Option A
- [ ] Option C Specify: ____________

(b) Credit Assurances:

- [ ] [ ]
- [ ] [ ]

(c) Collateral Threshold:

- [ ] [ ]
- [ ] [ ]

If applicable, the provisions of Section 8.2 (c) of the Agreement shall be replaced by the provisions of the *Collateral Annex* attached hereto.
(d) Downgrade Event:

- [ ] It shall be a Downgrade Event for Party A if NextEra Energy Capital Holding, Inc.’s Credit Rating falls below BBB- from S&P or Baa3 from Moody’s or if NextEra Energy Capital Holding, Inc. is rated by neither S&P nor Moody’s.
- [ ] Other:
  Specify: ________________________________________________

(e) Guarantor for Party A: NextEra Energy Capital Holding, Inc.’s
Guarantee Amount: [REDACTED].

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**Article 10**

Confidentiality

- [ ] Confidentiality Applicable  If not checked, inapplicable.

**Schedule M**

- [ ] Party A is a Governmental Entity or Public Power System
- [x] Party B is a Governmental Entity or Public Power System
- [x] Add Section 3.6. If not checked, inapplicable
- [x] Add Section 8.6. If not checked, inapplicable

**Other Changes**

**Part 1. GENERAL TERMS AND CONDITIONS.**

**(A) Definitions.** The following definitions are amended as set forth below:

1. Section 1.3 is amended in its entirety to read as follows:

   “Bankrupt” means, with respect to a Party or other entity, that such Party or other entity (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (a) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (b) is not dismissed, discharged, stayed or restrained, in each case within 30 days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an
administrator, provisional liquidator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) (inclusive); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.”

(2) Section 1.12 is amended in its entirety to read as follows:

“Credit Rating” means, with respect to any entity on any date of determination, the respective rating then assigned to its unsecured senior long-term debt or deposit obligations (not supported by third party credit enhancement), by S&P, Moody’s or such other rating agency or agencies as are specified; and if no rating is assigned to such entity’s unsecured, senior long-term debt or deposit obligations by such rating agency, the general corporate credit rating or long-term issuer rating, as applicable, assigned by such rating agency to such entity.

(3) A new Section 1.26A is added to read as follows:

“1.26A “Joint Powers Agreement” means the Joint Powers Agreement, effective as of March 31, 2016, as amended, providing for the formation of Party B, as such agreement may be further amended or amended and restated.”

(4) Section 1.27 is deleted in its entirety and replaced with the following: “Letter of Credit” means an irrevocable, non-transferable, standby letter of credit, issued by a commercial bank that has an office, branch, or place of business in the United States where claims can be presented having assets of at least $10 billion and a Credit Rating of at least “A-” from S&P or “A3” from Moody’s, substantially in the form set forth in Exhibit B attached hereto. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.” For purposes of this definition, Schedule 1 as referenced in the Edison Electric Institute’s Collateral Annex, Version 1.0, dated February 21, 2002, as the same may be amended from time to time, is hereby replaced with Exhibit B attached hereto.

(5) Section 1.50 is amended by changing “Section 2.4” to “Section 2.5.”

(6) Section 1.51 is amended by (i) adding the phrase “for delivery” immediately before the phrase “at the Delivery Point” in the second line and (ii) deleting the phrase “at Buyer’s option” from the fifth line and replacing it with the following: “absent a purchase.”

(7) Section 1.53 is amended by (i) deleting the phrase “at the Delivery Point” from the second line, and (ii) deleting the phrase “at Seller’s option” from the fifth line and replacing it with the following: “absent a sale.”

(8) The following definition is added as Section 1.62: “‘Merger Event’ means, with respect to a Party or other entity, that such Party or other entity consolidates or amalgamates with, or merges into or with, or transfers substantially all of its assets to another entity and (i) the resulting entity fails to assume all of the obligations of such Party or other entity hereunder or (ii) the benefits of any credit support provided pursuant to Article 8 fail to extend to the performance by such resulting, surviving or transferee entity of its obligations hereunder or (iii) the resulting entity’s
creditworthiness is materially weaker than that of such Party or other entity immediately prior to such action.”

(9) The following definition is added as Section 1.63: “Qualified Institution” means a commercial bank that has an office, branch, or place of business in the United States where claims can be presented having assets of at least $10 billion and a Credit Rating of at least “A-” from S&P or “A3” from Moody’s.

(B) Confirmation.

(1) In Section 2.1, delete the first sentence in its entirety and replace with the following: “A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties.”

(2) Section 2.3 is hereby deleted in its entirety and replaced with the following:

2.3 “No Oral Agreements or Modifications. Notwithstanding anything to the contrary in this Master Agreement, the Master Agreement and any and all Transactions may not be orally amended or modified.”

(3) Section 2.4 is hereby amended by deleting the words “either orally or” in the sixth line.

(4) Section 2.5 is amended by inserting at the end of the first sentence the phrase “, provided that such Recording would be admissible in accordance with the applicable law of such proceeding or action; provided, further, the parties agree not to contest or assert any defense to the validity or enforceability of Transactions entered into pursuant to this Master Agreement solely under Statute of Fraud laws or laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.”

(C) Transmission and Scheduling.

(1) Section 3.2 is amended by inserting at the end thereof the following:

“Product deliveries shall be Scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and Scheduling practices for the relevant region and system operator.”

(D) Seller/Buyer Failure.

(1) The following is inserted as Section 4.3:

“4.3 With respect to Section 4.1 and Section 4.2, the origin of the values used in said calculations must be derived from a commercially reasonable source. Each Party agrees and covenants to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party’s performance or non-performance of the Agreement.”

(E) Events of Default.

(1) Section 5.1(f) is deleted in its entirety and replaced with the following: “a Merger Event occurs with respect to such Party;”
(2) Section 5.1(h) is amended by insertion of the following as clause (vi): “(vi) a Merger Event occurs with respect to a Guarantor”.

(3) Section 5.1 is amended by insertion of the following as subsections (i) and (j):

“(i) the Defaulting Party repudiates any Transaction or this Agreement;

(j) an event of default or termination event occurs (howsoever determined) with respect to the Defaulting Party under any agreement between Party A and Party B under any forward contract or swap agreement (the “Specified Transactions”) in each case as defined in the United States Bankruptcy Code and there occurs a liquidation of, an acceleration of obligations under, or an early termination of all transactions under the documentation applicable to the Specified Transactions.”

(4) Section 5.2 is amended by reversing the placement of “(i)” and “(o)”.

(5) The following shall be added to the end of Section 5.2:

“If the Non-Defaulting Party’s aggregate Gains exceeds its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Settlement Amount shall be zero, notwithstanding any provision in this Section or any provision in this Agreement to the contrary.”

(F) Declaration of an Early Termination Date and Calculation of Settlement Amount. Section 5.2 is amended by inserting the following at the end of the section:

“The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information.”

(G) Close-out Setoffs. Option B of Section 5.6 is deleted in its entirety and replaced with the following:

“Option B: Upon the designation of an Early Termination Date the non-defaulting party (the “Non-Defaulting Party” or “X”) may, at its option and in its discretion, setoff against any amounts Owed to the Defaulting Party (“Y”) by X or any Affiliate of X under this Agreement or under any other agreement, instrument and/or undertaking, any amounts Owed by Y to X or any of X’s Affiliates (irrespective of the place of payment or booking office of the obligation) under this Agreement or under any other agreement, instrument and/or undertaking (the “Net Settlement Amount”). The obligations of Y and X under this Agreement in respect of such Net Settlement Amount shall be deemed satisfied and discharged to the extent of any such setoff exercised by X and/or X’s Affiliates. X will give Y notice of any setoff effected under this Section as soon as practicable after the setoff is effected provided that failure to give such notice shall not affect the validity of the setoff. For purposes of this Section, “Owed” shall mean any amounts owed or otherwise accrued and payable (regardless of whether such amounts have been or could be invoiced) as of the Early Termination Date. Amounts subject to the setoff permitted in this Section may be converted by X into any currency in which any obligation Owed is denominated at the rate of exchange at which X, acting in a reasonable manner and in good faith, would be able to purchase the relevant amount of the currency being converted. If an obligation is unascertained, X may in good faith estimate that obligation and setoff on the basis of such estimate, subject to the relevant party accounting to
the other when the obligation is ascertained. Nothing in this Section shall be effective to create a charge or other security interest except as may be provided under applicable law. This setoff provision shall be without limitation and in addition to any right of setoff, netting, offset, combination of accounts, counterclaim, recoupment, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise). Each of the parties represents and acknowledges that the rights set forth in this Section are an integral part of this Agreement between the parties and that without such rights the parties would not be willing to enter into the Agreement.”

(H) Other Terminating Events. The following is inserted as Section 5.8:

“5.8 Other Terminating Events. In the event that Buyer is regulated by a federal, state or local regulatory body, and such body shall disallow recovery of all or any portion of any costs incurred or yet to be incurred by Buyer under any provision of this Agreement or in respect of any Transaction, such action shall not operate to excuse Buyer from performance of any obligation hereunder nor shall such action give rise to any right of Buyer to any refund or retroactive adjustment of the Contract Price with respect to any Transaction. Notwithstanding the foregoing, if performance by either Party (an “Affected Party”) under this Agreement or in respect of any Transaction becomes subject to regulation of any kind whatsoever under any applicable law to a greater or different extent than that existing on the Effective Date and such regulation either (i) renders this Agreement illegal or unenforceable, or (ii) would render performance by the Affected Party of some but not all outstanding Transactions (the “Affected Transactions”) illegal, unenforceable, then such Party (or either Party if both Parties are Affected Parties) may declare an Early Termination Date in the manner contemplated by Section 5.2, which notice shall specify the basis for declaring such Early Termination Date and (in the circumstances described in clause (ii) above) identify which Transactions are Affected Transactions. If an Early Termination Date is declared under circumstances described in clause (i) above, both Parties shall calculate their respective Gains, Losses or Costs in respect of terminated Transactions and endeavor in good faith to agree upon the Termination Payment payable by either Party, and, if an Early Termination Date is declared under circumstances described in clause (ii) above, only the Party that is not the Affected Party shall calculate its Gains, Losses and Costs in respect of all terminated Transactions and notify the Affected Party of the Settlement Amount, as provided in Section 5.2. Only the Affected Transactions shall be terminated on the Early Termination Date under the circumstances described in clause (ii) above. All other Transactions shall remain unaffected as if no Early Termination Date had been declared. The terms and provisions of this Section 5.8 will apply notwithstanding any inconsistency with Section 10.8 hereof and will govern to the extent of any inconsistency therewith.”

(I) Credit and Collateral Requirements.

(1) Section 8.1(d) is amended by inserting the phrase “or fails to maintain such Performance Assurance or guaranty or other credit assurance for so long as the Downgrade Event is continuing” after the words “receipt of notice” in the fifth line thereof.

(2) Section 8.2(d) is amended by inserting the phrase “or fails to maintain such Performance Assurance or guaranty or other credit assurance for so long as the Downgrade Event is continuing” after the words “receipt of notice” in the fifth line thereof.

(J) New Taxes. Article Nine is amended by inserting the following as Section 9.3:
“9.3 New Taxes. For purposes of this Section 9.3, New Taxes shall mean means (i) any Taxes enacted and effective after the date of agreement with respect to a Transaction, or (ii) any law, order, rule or regulation, or interpretation thereof, enacted and effective after the date of agreement with respect to a Transaction resulting in application of any Tax to a new or different class of persons (‘New Tax(es)’). If any New Tax is imposed for which Buyer or Seller is responsible, the Party affected by the New Tax (‘New Tax Affected Party’) may require the other Party to enter into good faith negotiations to apportion liability for the New Tax equitably between the Parties. If, after fifteen Business Days the Parties are not able to resolve the issue, the New Tax Affected Party may terminate such ‘New Tax Affected Transaction’, upon thirty days written notice. Unless otherwise agreed, the New Tax Affected Transaction shall be liquidated in accordance with Article 5 as though the New Tax Affected Party has defaulted on the New Tax Affected Transaction without taking into effect the impact of the New Tax.”

(K) Representations and Warranties. Subsection (ix) of Section 10.2 is deleted in its entirety and replaced with the following:

“(ix)(A) it is a ‘forward contract merchant’ within the meaning of the United States Bankruptcy Code; and (B) it is an ‘eligible contract participant’ as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 1(a)(18)).”

(L) Indemnity. Section 10.4 is amended by inserting the phrase “except to the extent attributable to the indemnitee Party’s gross negligence, willful misconduct or bad faith” at the end of the first sentence.

(M) Assignment. Section 10.5 is amended by deletion of the phrase “tax and enforceability assurance” in the eleventh and twelfth lines thereof and replacement therewith of the phrase, “tax, credit and enforceability assurance.”

(N) In Section 10.6 change “State of New York” to “State of California” and add the following after the last line:

“For any action or proceeding relating to this Agreement or any Transaction, each Party submits to the exclusive jurisdiction of the federal courts located in San Francisco, California, or if such federal courts do not have jurisdiction, to the exclusive jurisdiction of the state courts of the state of California located in San Francisco, California, and each Party expressly waives any objection it may have to such jurisdiction or the convenience of such forum.”

(O) General. Section 10.8 is amended by inserting the following at the end thereof:

“This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original. Copies of this Agreement (and each amendment, modification and waiver in respect of it) are deemed acceptable and may be used in lieu of originals for all purposes, including, but not limited to admissibility, authenticity or other purposes related to legal proof.”

(P) Confidentiality. Section 10.11 is deleted in its entirety and replaced with the following:

“10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement or the completed Cover Sheet or any annex to this Master Agreement to a third party (other than the employees, lenders, counsel, accountants or advisors of
a Party or its Affiliates to whom disclosure is reasonably required (with respect to a Party, its “Representatives”)) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding or request by a regulatory authority; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the non-disclosure obligations set forth in this Section 10.11; provided, that a breach of this Section 10.11 shall not give rise to a right to suspend or terminate any ongoing Transaction under this Agreement. Notwithstanding the foregoing, it shall not be deemed a breach of this Section 10.11 if a Party disclosed the terms or conditions of a Transaction, provided that the name of and any other identifying information relating to the other Party is redacted and otherwise not disclosed. Each Party will cause its Representatives to comply with the non-disclosure obligations set forth in this Section 10.11. Party A and Party B acknowledge and agree that the Master Agreement and any Confirmations executed in connection therewith are subject to the California Public Records Act (Government Code Section 6250 et seq.). Party B will notify Party A in writing promptly upon receipt of any request for information regarding the Master Agreement and/or any Confirmations executed in connection therewith pursuant to the California Public Records Act (Government Code Section 6250 et seq.)."

(Q) Index Transactions. Article 10 is amended by inserting the following as Section 10.13:

“10.13 Index Transactions.

(a) Market Disruption. If a Market Disruption Event occurs during the Determination Period, the Floating Price for the affected Trading Day(s) shall be determined pursuant to the Floating Price specified in the Transaction for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price), and if the Parties have not so agreed on or before the twelfth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then each Party shall reasonably and in good faith obtain a calculation of the relevant Floating Price from a Reference Market-maker, and the Floating Price shall be the average of the two calculations.

“Determination Period” means each calendar month a part or all of which is within the Delivery Period of a Transaction.

“Exchange” means, in respect of a Transaction, the exchange or principal trading market specified in the relevant Transaction.

“Floating Price” means the Contract Price specified in a Transaction that is based upon a Price Source.

“Market Disruption Event” means, with respect to any Price Source, any of the following events: (i) the failure of the Price Source to announce or publish information necessary for determining the Floating Price; (ii) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the Exchange or in the market specified for determining a Floating Price; (iii) the temporary or permanent discontinuance or unavailability of the Price Source; (iv) the temporary or permanent closing of any Exchange specified for determining a Floating Price; or (v) a material change in the formula for or the method of determining the Floating Price.
“Price Source” means, in respect of a Transaction, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the specified price (or prices from which the specified price is calculated) specified in the relevant Transaction.

“Reference Market-maker” means a leading dealer in the relevant market selected by a Party in good faith from among dealers which satisfy all the criteria that such Party applies generally at the time in deciding whether to offer or to make an extension of credit.

“Trading Day” means a day in respect of which the relevant Price Source published the relevant price.

(b) Corrections to Published Prices. For purposes of determining the relevant prices for any day, if the price published or announced on a given day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after the effectiveness of that notice, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

(c) Calculation of Floating Price. For the purposes of the calculation of a Floating Price, all numbers shall be rounded to three (3) decimal places. If the fourth (4th) decimal number is five (5) or greater, then the third (3rd) decimal number shall be increased by one (1), and if the fourth (4th) decimal number is less than five (5), then the third (3rd) decimal number shall remain unchanged.”

(R) Miscellaneous. Article 10 is amended by inserting the following as Sections 10.14, 10.15, 10.16, and 10.17:

“10.14 FERC Standard of Review; Mobile-Sierra Waiver.

(A) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the “public interest” application of the “just and reasonable” 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) and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).

(B) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent
of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).”

“10.15 Section 366. Each Party acknowledges and agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in Section 366 of the Bankruptcy Code, and each Party agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further agrees to waive the right to assert that the other Party is a provider of last resort.”

“10.17 Joint Powers Authority. Party A hereby acknowledges and agrees that Party B 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 the Joint Powers Agreement and is a public entity separate from its members. Party B shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement and Party A agrees that it shall have no rights and shall not make any claim, take any actions or assert any remedies against any of Party B’s members in connection with this Agreement, any cities participating in Party B’s aggregation program, or any of Party B’s retail customers in connection with this Agreement or any of the Transactions.”

Part 2. SCHEDULE M.

The Cover Sheet under Schedule M is amended by deleting the reference to “Section 8.6” and replacing it with “Section 8.4”.

Schedule M: Amend Schedule M as follows:

(1) Add the following definition in Article One:

“Act” means Joint Powers Act of the State of California (Government Code Section 6500 et seq.)

(2) Section 3.4 of Schedule M is deleted in its entirety and replaced with the following addition to Article Three:

“Section 3.4 Party B’s Deliveries. As a condition to the obligations of Party A under this Agreement, Party B shall provide to Party A (i) copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Party B of this Master Agreement and (ii) the incumbency and signatures of the signatories of Party B executing this Master Agreement and any Confirmations executed in connection herewith.”

(3) Section G of Schedule M is amended to insert the relevant state of California.
Part 3. SCHEDULE P

The following shall be added at the end of Schedule P:

“If the parties agree to a service level/product defined by reference to the WSPP Agreement, as such agreement may be amended or supplemented from time to time, and any related WSPP agreements and/or operating guidelines for a particular Transaction, then, unless the Parties expressly state and agree that all the terms and conditions of such other agreement will apply, such reference to a service level/product shall be as defined by such other agreement, including if applicable, the regional reliability requirements and guidelines as well as the specific excuses for performance, Force Majeure, Uncontrollable Forces, or other such excuses applicable to such other agreement, to the extent inconsistent with the terms of this Agreement, but all other terms and conditions of this Agreement remain applicable.”
IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

**PARTY A**  
NextEra Energy Marketing, LLC

By: ________________________________  
Name: ________________________________  
Title: ________________________________

**PARTY B**  
Silicon Valley Clean Energy Authority, a California joint powers authority

By: ________________________________  
Name: ________________________________  
Title: ________________________________

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute (“EEI”) and National Energy Marketers Association (“NEM”) member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.
EXHIBIT B

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: ____________________

[Address]

Re: Credit No.________________

We (the “Issuing Bank”) hereby establish our Irrevocable Non-Transferable Standby Letter of Credit in your favor for the account of ________________ (“Account Party”), for the aggregate amount not exceeding ____________ United States Dollars ($______) (the “Initial Available Amount”), available to you (“Beneficiary”) at sight upon demand at our counters at [specify location] on or before the expiration hereof against presentation to us of the Beneficiary’s signed and dated statement referencing our Letter of Credit No. ________________, stating the amount of the demand and reading as follows:

“An Event of Default (as defined in the Master Agreement dated as of _________ between Beneficiary and Account Party, as the same may have been amended (the “Master Agreement”)) has occurred and is continuing with respect to Account Party under the Master Agreement and Account Party has failed to make all payments due and owing to Beneficiary in accordance with the terms of the Master Agreement.”

[OR]

“An Early Termination Date (as defined in the Master Agreement dated as of ________ between Beneficiary and Account Party, as the same may have been amended (the “Master Agreement”)) has occurred as a result of a Termination Event (as defined in the Master Agreement) and Account Party has failed to make all payments due and owing to Beneficiary in accordance with the terms of the Master Agreement.”

The Initial Available Amount shall automatically be reduced by the amount of any and all drawings paid from time-to-time through the Issuing Bank referencing this Letter of Credit No. ________ (as so reduced, the “Available Amount”). Partial drawings and multiple presentations are permitted from time-to-time hereunder up to the then-outstanding Available Amount.

This Letter of Credit shall expire _________________ (____) days from the date of issuance, but shall automatically extend without amendment for additional __________ (____)-day periods from such original or any subsequent expiration dates, if Beneficiary and Account Party have not received, at least ninety (90) days prior to any such expiration date, notice of our intention not to renew.

We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.

The Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform Beneficiary thereof accordingly.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices, I.C.C. Publication No. 590 (“ISP98”). As to matters not covered by ISP98, the laws of the State of New York, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.
This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party

[BANK SIGNATURE]
GUARANTY

THIS GUARANTY (this “Guaranty”), dated as of _____, ____ (the “Effective Date”), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC. (“Guarantor”), in favor of ______________________ [“Counterparty”].

RECITALS:

A. WHEREAS, Counterparty and Guarantor’s indirect, wholly-owned subsidiary NEXTERA ENERGY MARKETING, LLC (“Obligor”) have entered into, or concurrently herewith are entering into, that certain [Specify Name of Agreement] [dated/entered into/effective as of] ___________ ____, 20__ (the “Underlying Agreement”); and

B. WHEREAS, Counterparty and Obligor may from time to time enter into one or more transactions pursuant and subject to the terms of the Underlying Agreement (the “Transactions”), which Transactions would be evidenced by one or more confirmations entered into by Obligor and Counterparty in accordance with the Underlying Agreement (which documentation shall, together with the Underlying Agreement, collectively be referred to hereinafter as the “Agreement”); and

C. WHEREAS, Guarantor will directly or indirectly benefit from the Transactions to be entered into between Obligor and Counterparty pursuant to the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty’s execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

1. GUARANTY. Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the “Obligations”). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

(a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed ______________ [spell out the dollar amount] U.S. Dollars (U.S. $___________) (the “Maximum Recovery Amount”).

(b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney’s fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in Section 1(a) above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. DEMANDS AND PAYMENT.

(a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an “Overdue Obligation”), Counterparty may present a written demand to Guarantor calling for Guarantor’s payment of such Overdue Obligation pursuant to this Guaranty (a “Payment Demand”).
(b) Guarantor’s obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor’s receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 9 below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.

(c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term “Business Day” shall mean all weekdays (i.e., Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor’s own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. WAIVERS AND CONSENTS. Subject to and in accordance with the terms and provisions of this Guaranty:

(a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.

(b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to
constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).

(c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor’s obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release Obligor or any person (other than Guarantor) from liability for payment of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.

7. REINSTATEMENT. Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. TERMINATION. Guarantor may terminate this Guaranty by providing a written termination notice to Counterparty specifying the date upon which such termination will take effect (provided that no such termination shall take effect prior to 5:00 p.m. (Eastern Prevailing Time) on the fifth (5th) Business Day after the termination notice has been delivered to Counterparty in accordance with Section 9 hereof). Upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as may pertain pursuant to the last sentence of this paragraph. No such termination shall affect Guarantor's liability with respect to any Obligations arising under any Transactions entered into prior to the time such termination is effective, which Obligations shall remain subject to this Guaranty.

Unless terminated earlier, this Guaranty and the Guarantor’s obligations hereunder will terminate automatically and immediately at 11:59:59 p.m. Eastern Prevailing Time [______, 20__]; provided, however, that no such termination shall affect Guarantor’s liability with respect to any Obligations arising under any Transactions entered into prior to the time the termination is effective, which Obligations shall remain subject to this Guaranty.

9. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called “Notice”) by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this Section 9):

TO GUARANTOR: *
NextEra Energy Capital Holdings, Inc.
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: Treasurer

TO COUNTERPARTY:

__________________
Any Notice given in accordance with this Section 9 will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. MISCELLANEOUS.

(a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

(b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.

(c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.

(d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).

(e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) Counterparty (by its acceptance of this Guaranty) and Guarantor each hereby irrevocably: (i) consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if that court does not have subject matter jurisdiction, to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of any party to remove to the United States District Court for the Southern District of New York) for the purposes
of any suit, action or other proceeding arising out of this Guaranty or the subject matter hereof or any of
the transactions contemplated hereby brought by Counterparty, Guarantor or their respective successors or
assigns; and (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim
that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or
proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper
or that this Guaranty or the subject matter hereof may not be enforced in or by such court.

(g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR
EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT
TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING
OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY
COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR
WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO OR THERETO. THIS
PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR’S EXECUTION AND DELIVERY
OF THIS GUARANTY.

(h) Delivery of an executed signature page of this Guaranty, and any subsequent amendment(s), by
facsimile transmission or other electronic transmission (e.g. “pdf” or “tif”) shall be effective as delivery
of a manually executed signature page hereof.

* * *

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____________, 20__, but it is
effective as of the Effective Date

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By:___________________________________
Name:_________________________________
Title:__________________________________
Date: _________________________________
PARAGRAPH 10
TO THE
COLLATERAL ANNEX
TO THE
EEI MASTER POWER PURCHASE AND SALE AGREEMENT
CREDIT ELECTIONS COVER SHEET
dated as of March ___, 2019
between
NextEra Energy Marketing, LLC
a limited liability company organized and existing under the laws of the State of Delaware (“Party A”)
and
Silicon Valley Clean Energy Authority,
a California joint powers authority (“Party B”)

Paragraph 10. Elections and Variables

I. Collateral Threshold.
   A. Party A Collateral Threshold.
      ☒ $_________; provided, however, that the Collateral Threshold for Party A shall be zero upon the occurrence and during the continuance of an Event of Default or a Potential Event of Default with respect to Party A.

      ☐ [if Guarantor] On any day of determination, (a) the lower of (i) the amount of the guaranty in force or effect from Party A’s Guarantor and supporting Party A’s obligations hereunder or (ii) the amount set forth below under the heading “Party A Collateral Threshold” opposite the Credit Rating for Party A’s Guarantor on the relevant date of determination, and if Party A’s Guarantor’s Credit Ratings shall not be equivalent, the lower Credit Rating shall govern or (b) zero if on the relevant date of determination Party A’s Guarantor has a Credit Rating from neither of the rating agency(ies) specified below or an Event of Default or a Potential Event of Default with respect to Party A has occurred and is continuing:

      provided, however, that, in the event that pursuant to clause (a) above, the Party A Collateral Threshold is zero, to the extent that the provisions of Section 8.2(b) or 8.2(d) are applicable to Party A, then the provisions of Section 8.2(b) or 8.2(d), as applicable, shall determine the amount of Performance Assurance that Party A shall be required to post to Party B.

      ☐ The amount of the Guaranty Agreement dated _____ from ____________, as amended from time to time but in no event shall Party A’s Collateral Threshold be greater than $__________.

   B. Party B Collateral Threshold.
      ☒
[if Guarantor] On any day of determination, (a) the lower of (i) the amount of the guaranty in force or effect from Party B’s Guarantor and supporting Party B’s obligations hereunder or (ii) the amount set forth below under the heading “Party B Collateral Threshold” opposite the Credit Rating for Party B’s Guarantor on the relevant date of determination, and if Party B’s Guarantor’s Credit Ratings shall not be equivalent, the lower Credit Rating shall govern or (b) zero if on the relevant date of determination Party B’s Guarantor has a Credit Rating from neither of the rating agency(ies) specified below or an Event of Default or a Potential Event of Default with respect to Party B has occurred and is continuing:

[if no Guarantor] On any day of determination, (a) the amount set forth below under the heading “Party B Collateral Threshold” opposite the Credit Rating for Party B on the relevant date of determination, and if Party B’s Credit Ratings shall not be equivalent, the lower Credit Rating shall govern or (b) zero if on the relevant date of determination Party B has a Credit Rating from neither of the rating agency(ies) specified below or an Event of Default or a Potential Event of Default with respect to Party B has occurred and is continuing:

provided, however, that, in the event that pursuant to clause (a) above, the Party B Collateral Threshold is zero, to the extent that the provisions of Section 8.1(b) or 8.1(d) are applicable to Party B, then the provisions of Section 8.1(b) or 8.1(d), as applicable, shall determine the amount of Performance Assurance that Party B shall be required to post to Party A.

[ ] The amount of the Guaranty Agreement dated _____ from _____, as amended from time to time but in no event shall Party B’s Collateral Threshold be greater than $______.

II. Eligible Collateral and Valuation Percentage.

The following items will qualify as “Eligible Collateral” for the Party specified:

<table>
<thead>
<tr>
<th>Party A</th>
<th>Party B</th>
<th>Valuation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Cash</td>
<td>[X]</td>
<td>[X]</td>
</tr>
<tr>
<td>(B) Letters of Credit</td>
<td>[X]</td>
<td>[X]</td>
</tr>
<tr>
<td>(C) Other</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

III. Independent Amount.

A. Party A Independent Amount.
Party A shall have a Fixed Independent Amount of $______________. If the Fixed Independent Amount option is selected for Party A, then Party A will be required to post to Party B Performance Assurance in the amount of such Independent Amount (the “Fixed IA Performance Assurance”). The Fixed IA Performance Assurance shall be posted for so long as there are any outstanding obligations between the Parties as a result of the Agreement, and shall not be considered as posted collateral when calculating Party A’s Collateral Requirement pursuant to the Collateral Annex. Except as expressly set forth above, the Fixed IA Performance Assurance shall be held and maintained in accordance with the Collateral Annex.

Party A shall have a Full Floating Independent Amount of $______________. If the Full Floating Independent Amount option is selected for Party A, then for purposes of calculating Party A’s Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, such Full Floating Independent Amount for Party A shall be added to the Net Exposure calculation by Party B.

Party A shall have a Partial Floating Independent Amount of $______________. If the Partial Floating Independent Amount option is selected for Party A, then Party A will be required to post to Party B Performance Assurance in the amount of such Independent Amount (the “Partial Floating IA Performance Assurance”) if at any time Party A otherwise has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount) pursuant to Paragraph 3 of the Collateral Annex. The Partial Floating IA Performance Assurance shall be posted to Party B so long as Party A has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount). The Partial Floating Independent Amount shall not be considered as posted collateral when calculating a Party’s Collateral Requirements pursuant to the Collateral Annex. Except as expressly set forth above, the Partial Floating IA Performance Assurance shall be held and maintained in accordance with the Collateral Annex.

B. Party B Independent Amount.

Party B shall have a Fixed Independent Amount of $______________. If the Fixed Independent Amount Option is selected for Party B, then Party B will be required to post to Party A Performance Assurance in the amount of such Independent Amount (the “Fixed IA Performance Assurance”). The Fixed IA Performance Assurance shall be posted for so long as there are any outstanding obligations between the Parties as a result of the Agreement, and shall not be considered as posted collateral when calculating Party B’s Collateral Requirement pursuant to the Collateral Annex. Except as expressly set forth above, the Fixed IA Performance Assurance shall be held and maintained in accordance with the Collateral Annex.

Party B shall have a Full Floating Independent Amount of $______________. If the Full Floating Independent Amount Option is selected for Party B then for purposes of calculating Party B’s Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, such Full Floating Independent Amount for Party B shall be added to the Net Exposure calculation by Party A.

Party B shall have a Partial Floating Independent Amount of $______________. If the Partial Floating Independent Amount option is selected for Party B, then Party B will be required to post to Party A Performance Assurance in the amount of such Independent Amount (the “Partial Floating IA Performance Assurance”) if at any time Party B otherwise has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount) pursuant to Paragraph 3 of the Collateral Annex. The Partial Floating IA Performance Assurance shall be posted so long as Party B has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount). The Partial Floating Independent Amount shall not be considered as posted collateral when calculating a Party’s Collateral Requirements pursuant to the Collateral Annex.
Except as expressly set forth above, the Partial Floating Independent Amount shall be held and maintained in accordance with the Collateral Annex.

IV. Minimum Transfer Amount.
   A. Party A Minimum Transfer Amount: $0
   B. Party B Minimum Transfer Amount: $0

V. Rounding Amount.
   A. Party A Rounding Amount: $10,000
   B. Party B Rounding Amount: $10,000

VI. Administration of Cash Collateral.
   A. Party A Eligibility to Hold Cash.
      ☐ Party A shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex.
      ☑ Party A shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) there is no Event of Default or Potential Event of Default with respect to Party A, and (2) Cash shall be held only in any jurisdiction within the United States. To the extent Party A is entitled to hold Cash, the Interest Rate payable to Party B on Cash shall be as selected below:

      Party A Interest Rate.
      ☑ Federal Funds Effective Rate - the rate for that day opposite the caption “Federal Funds Daily Effective Rate in effect for such day as displayed on the Federal Reserve Bank of New York web site or, if such rate is not so published for any day which is a Local Business Day, then the overnight Federal Funds Rate as reported in Federal Reserve Publication H.15 or any successor publication, published by the Board of Governors of the Federal Reserve System. The calculation of interest will be based on a 360-day year.
      ☐ Other - ____________

   B. Party B Eligibility to Hold Cash.
      ☐ Party B shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex.
      ☑ Party B shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) there is no Event of Default or Potential Event of Default with respect to Party B, and (2) Cash shall be held only in any jurisdiction within the United States. To the extent Party B is entitled to hold Cash, the Interest Rate payable to Party A on Cash shall be as selected below:

      Party B Interest Rate.
      ☑ Federal Funds Effective Rate - the rate for that day opposite the caption “Federal Funds Daily Effective Rate in effect for such day as displayed on the Federal Reserve Bank of New York web site or, if such rate is not so published for any day which is a Local Business Day, then the overnight Federal Funds Rate as reported in Federal Reserve Publication H.15 or any successor publication, published by the Board of Governors
of the Federal Reserve System. The calculation of interest will be based on a 360-day year.

☐ Other - ____________

VII. Notification Time.

☐ Other - ____________

VIII. General.

With respect to the Collateral Threshold, Independent Amount, Minimum Transfer Amount and Rounding Amount, if no selection is made in this Cover Sheet with respect to a Party, then the applicable amount in each case for such Party shall be zero (0). In addition, with respect to the “Administration of Cash Collateral” section of this Paragraph 10, if no selection is made with respect to a Party, then such Party shall not be entitled to hold Performance Assurance in the form of Cash and such Cash, if any, shall be held in a Qualified Institution pursuant to Paragraph 6(a)(ii)(B) of the Collateral Annex. If a Party is eligible to hold Cash pursuant to a selection in this Paragraph 10 but no Interest Rate is selected, then the Interest Rate for such Party shall be the Federal Funds Effective Rate as defined in Section VI of this Paragraph 10.

Below are modifications to certain provisions of the Edison Electric Institute Collateral Annex (“the Collateral Annex”). To the extent these modifications conflict with any terms and conditions contained in the Collateral Annex, said modifications shall prevail.

The definition of “Credit Rating Event” is amended by replacing “6(a)(iii)” with 6(a)(ii).”

The definition of “Downgraded Party” is amended by replacing “6(a)(i)” with “6(a)(ii).”

The definition of “Letter of Credit” is deleted in its entirety and shall have the meaning set forth in Section 1.2.7 of the General Terms and Conditions as revised.

The definition of “Qualified Institution” is amended by replacing “a capital and surplus of at least $1,000,000,000” with “assets of at least $10,000,000,000”.

The second to last sentence of Paragraph 4, “Delivery of Performance Assurance”, shall be amended to read as follows:

“Unless otherwise agreed in writing by the Parties, (i) Performance Assurance demanded of a Pledging Party on or before the Notification Time on a Local Business Day shall be provided by not later than (a) the close of business on the third Local Business Day for Cash and (b) the close of business on the fourth Local Business Day for Letters of Credit; and (ii) Performance Assurance demanded of a Pledging Party after the Notification time on a Local Business Day shall be provided by not later than (a) the close of business on the fourth Local Business Day for Cash and (b) the close of business on the fifth Local Business Day for Letters of Credit; Notwithstanding the foregoing, the Pledgor will notify the Secured Party no later than the close of business on the Local Business Day in which Cash is due of the Pledgor’s intent to transfer a Letter of Credit.”

The second sentence of Paragraph 6(a)(iii), “Interest Payments on Cash”, is deleted and replaced with the following:

“The transfer of the Interest Amount will be made on a monthly basis on or before three Local Business Days after receipt of a written notice.”

[Remainder of Page Left Intentionally Blank]
Confirmed and Agreed as of the date first written above.

Party A:

NextEra Energy Marketing, LLC

By: ________________________________
Name: ______________________________
Title: ______________________________

Party B:

Silicon Valley Clean Energy Authority, a California joint powers authority

By: ________________________________
Name: ______________________________
Title: ______________________________
Staff Report – Item 1g

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1g: Authorize CEO to Execute Agreement with EV Alliance for Developing a Joint Action Plan for Silicon Valley Clean Energy and its Member Communities to Pursue Electric Vehicle Charging Infrastructure Programs and Strategies

Date: 3/13/2019

RECOMMENDATION

Staff recommends that the Board authorize the CEO to execute the attached agreement with EV-AllianceE-Mobility Group, with non-substantive changes approved by the CEO, for developing a joint action plan for Silicon Valley Clean Energy (SVCE) and its member agencies to pursue electric vehicle charging infrastructure initiatives, including developing the overarching strategy and specific program implementation plans via stakeholder engagement, research review and subject matter expertise services from March 18, 2019 through August 31, 2019 and for an amount not to exceed $200,000.

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, in December 2018, the SVCE Board adopted the Decarbonization Strategy and Programs Roadmap (abbrv. "Roadmap"). One of the programmatic focus areas identified in the Roadmap is Mobility, given that transportation is responsible for half of the remaining community-wide greenhouse gas emissions. As a part of the Roadmap, the Board approved an initiative to develop an SVCE and member community electric vehicle (EV) charging infrastructure strategy and plan (MO1, now referred to as the “EVCI Joint Action Plan”), and approved a budget request to spend up to $200,000 to develop this plan. The EVCI Joint Action Plan development process will incorporate feedback from member agencies, affected industries and the public to develop directional strategies, priorities and action plans to guide the ongoing build-out of EV charging infrastructure. This is the first, key step to launching SVCE’s other mobility-focused programs. The agreement with EV-AllianceE-Mobility Group is to directly support the completion of the EVCI Joint Action Plan. The work is scheduled to begin in March and to be completed by the end of June 2019, which will allow Staff to incorporate timely feedback into discussions with the California Energy Commission in the context of CALeVIP funding. The Board approved SVCE signing a Letter of Intent for CALeVIP funding with the cities of San Jose, Santa Clara and Palo Alto, and Peninsula Clean Energy at the February Board meeting. In addition, the EVCI Joint Action Plan will prepare SVCE to deploy the first tranche of customer-facing EV incentive programs in fiscal year 2019.

ANALYSIS & DISCUSSION

SVCE carried out a competitive solicitation process to select EV-AllianceE-Mobility Group as the consultant for this work. Staff issued a request for proposals (RFP) on February 11, which closed on February 25. The RFP garnered a strong response, with eight qualified proposals submitted. SVCE conducted in-person interviews with four finalist teams on March 1. The six-person evaluation panel for the interviews consisted of three SVCE staff members, two representatives from our member agencies, and an EV subject matter expert and electrification program manager from one of our regional peers, Palo Alto Utilities. The proposal submitted by EV-AllianceE-Mobility Group was selected as the top finalist.
EV Alliance E-Mobility Group is a local organization with expertise in comprehensive EV action planning with utilities and governments. Their focus areas are on consumer awareness, state and local policy, EV incentives and program management, e-fleet acceleration, smart charging deployment and vehicle-grid integration. As subject matter experts with deep local understanding, EV Alliance E-Mobility Group is well positioned to guide the development of SVCE’s EVCI Joint Action Plan. Their involvement in this process will help ensure that the SVCE community’s interests are incorporated within the broader context of the EV market and trends.

As presented at the February 13 SVCE BOD meeting, this joint action plan is scheduled to begin development soon in order to coordinate timely stakeholder input for the development of the EVSE Incentive Program & CALeVIP funding process, as shown in Figure 1.

![Timeline for the EVSE Incentive Program & CALeVIP funding process](image)

*Coalition consists of SVCE, Peninsula Clean Energy, and the Cities of San Jose, Palo Alto, and Santa Clara*

**Figure 1: Timeline for the EVSE Incentive Program & CALeVIP funding 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 reductions. The current Board-adopted Strategic Plan sets a goal of 30% emissions reduction from the 2015 baseline by 2021, 40% by 2025, and 50% by 2030. The transportation sector represents over half of remaining community-wide emissions.

The staff proposal is also in direct support of SVCE’s Decarbonization Strategy and Programs Roadmap’s MO1 initiative.

**ALTERNATIVE**

The primary alternative to the Staff recommendation is to not enter into contract with a third party for EVCI Joint Action Plan development services, and to instead carry out this scope of work with SVCE staff resources. Staff does not recommend this alternative for the following reasons.

1. EV Alliance E-Mobility Group and their team have extensive experience and deep subject matter expertise in the development of actionable local plans while engaging with a broad array of stakeholders to develop innovative solutions that support transportation electrification.

2. SVCE staff resources are currently very limited, which would make it extremely challenging to complete the work on the proposed timeline to successfully begin customer program launches.

**FISCAL IMPACT**

The agreement is for an amount not to exceed $200,000 for the purpose of hiring a consultant for this project in the 2019 budget. This amount was already approved by the Board in December 2018 with Resolution No. 2018-20.

**ATTACHMENTS**

1. Draft Agreement with EV Alliance E-Mobility Group for EV Charging Infrastructure Joint Action Plan Development Services
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND
E-MOBILITY GROUP FOR
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE JOINT ACTION PLAN
DEVELOPMENT SERVICES

THIS AGREEMENT, is entered into this 18th day of March, 2019, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and SYSTEM Z, LLC, DOING BUSINESS AS E-MOBILITY GROUP, a limited liability company whose address is 744 Eureka Avenue, Davis, CA 95616 (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 the development of an electric vehicle charging infrastructure joint action plan upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
The term of this Agreement shall commence on March 18th, 2019, and shall terminate on August 31st, 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 two hundred thousand dollars ($200,000.00) 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 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 endeavor to 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 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. Richard Schorske 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:
Richard Schorske
System Z, LLC
744 Eureka Avenue
Davis, CA, 95616

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

__________________________________________________________________________

Aimee Bailey
Director of Decarbonization and Grid Innovation
CONSULTANT NAME
System Z, LLC d.b.a. E-Mobility Group
By: __________________________
Name: Richard Schorsk
Title: Chief Executive Officer
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 B.1. Current-State Assessment and Market Barriers | Deadline: April 30, 2019

B.1.1. Research and Summarize the Current Status and Utilization of EV and EVI Across the SVCE Service Territory, Including Key EVI Initiatives from Other Organizations | Deadline: April 30, 2019

The E-Mobility Group will assess the current-state and utilization of electric vehicle infrastructure (Level 1, Level 2, and DC Fast Charging infrastructure deployment) across the thirteen communities in SVCE territory. As data permits, the capability of deployed chargers to function in a “smart” (grid responsive) mode will also be assessed.

E-Mobility Group will summarize the transportation electrification and EV infrastructure development policies and goals of each member community through review of local climate action plans, general plans, and sustainability plans. As data is available, the project team will categorize transportation emissions across the service area based on vehicle segment and use case to inform program designs and investment strategies based on potential emission reduction (Co2e) outcomes as well as projected impact of enabling practices on EV adoption and EVI needs.

B.1.2. Review and Summarize EVI Plans in Similar Regions | Deadline: April 30, 2019

The E-Mobility Group will review and summarize EVI plans from similar regions including state and regional EV action plans and gather background information on the EVI use cases and enabling practices identified by the Use/Case and Enabling practices Matrix. Findings will be integrated into the first iteration of the matrix and ultimately integrated into specific program implementation plans (Task B.7) and the final joint action plan (Task B.8).

B.1.3 Assessment of Barriers to MUD EVSE Deployment | Deadline: April 26, 2019

The E-Mobility group will identify 20 larger-scale ownership groups, and location of major MUDs in the 13 service areas and assess owner interest through interviews with at least ten top ownership groups, and work directly with these stakeholders to identify barriers to MUD EVSE adoption.

B.1.4 Public and Private Fleet Electrification Opportunity Assessment | Deadline: April 26, 2019

If fleet electrification emerges Subject to SVCE identifying a prioritized list of fleets as a Working Group program priority and approving the work, the E-Mobility Group will utilize the electriphi platform to estimate “all-in” capital and operating cost of fleet electrification for ten top public and/or private fleets. A prioritized list of the largest fleets based on a combination of fleet size, emissions reduction impact, and fleet readiness to make the electric transition will be identified.

B.1.5. Fill Out the Use Case/Enabling Practices Matrix for Each SVCE Member Community and Identify What Is and Isn’t Working | Deadline: April 30, 2019

Upon completion of the current-state assessment, the project team will develop the first iteration of the use case / enabling practices matrix highlighted below.
The matrix will be populated for each member community as well as summarized into a single service area wide matrix. It will also be used when communicating program impacts and reporting in tasks B.7 and B.8.

If applicable, the following elements will be considered within the use case matrix for each member community of the SCE service territory framework.

- Estimated cost per EVSE port for each use case
- Expected utilization of ports in each use case
- Expected kWh usage of each charging use case and resulting impact on SVCE revenue ($)
- Potential CO2e reduction for each use case
- In the case of workplace and MUD charging, "households enabled for EV procurement per $ of EVSE investment."


#### B.2.1 Estimate SVCE’s EVI Requirements Through 2025 by Aggregating, Refining, and Interpreting Existing Forecasting Efforts and Modeling Tools | Deadline: April 30, 2019

The team will benchmark the EVI forecasts provided by EVI-PRO against other industry forecasting tools and establish a Microsoft Excel based Business as Usual EVSE adoption forecast.

As applicable, the E-Mobility Group team will project the impact of potential programs, such as enhanced public and MUD charging deployment, education and awareness programs such as ride and drives, consumer education, dealer incentives, transportation network company (TNC) electrification programs, and other program strategies and create a Microsoft Excel based Accelerated EVSE Adoption Forecast tool. These program strategies will be presented as toggleable scenario options within the tool.

Both the Business as Usual and Accelerated EVSE adoption forecasts will be presented to the Working Group.
B.2.2: Fill out the Use Case/Enabling Practice Matrix for Member Communities; and Identify Current and Future Major Areas of Need | Deadline: April 30, 2019
Feedback from the Working Group and SVCE staff during the first Working Group meeting on forecasting results will result in the first iteration of the Use Case/Enabling Practice Matrix, using the same framework described in B.1.5. The project team will summarize areas of identified major EVSE needs into the second iteration of the matrixes by April 30, 2019.

B.2.3: Help SVCE Staff Determine and Clearly Articulate an EV Charging Infrastructure Vision and/or Guiding Principles | Deadline: April 30, 2019
The E-Mobility Group will work with SVCE staff during the identification of future-state goals to develop an overarching vision and/or guiding principles. This vision will succinctly outline SVCE’s strategy in the EV charging infrastructure sector and help other organizations understand SVCE’s priorities and rationale for pursuing programs.

Task B.3: EV Charging Infrastructure Education and Level Setting | Start Date: March 18, 2019 with dates dependent upon working group meetings

B.3.1 To help ensure that SVCE and its member communities understand and are fluent in the appropriate terminology and technology associated with EV charging infrastructure, develop straightforward EV background documentation. | Deadline: March 31, 2019
The E-Mobility Group will develop an educational presentation on current EV Charging Infrastructure technology, guiding state EVSE policy and goals, and major barriers to adoption by use case.

B.3.2 Present the EV background documentation once to SVCE staff and once to a Working Group (see B.4) to establish a baseline of mutual understanding. | SVCE Presentation Date: Late March; Working Group Presentation: Early April 2019
The level setting presentation will be presented twice over the contract period -- first to SVCE staff, and second, after feedback is integrated from SVCE staff to the Working Group. The E-Mobility Group will present the EV Charging level-setting presentation in person, or host a recorded webinar through which educational materials will be disseminated, whichever is preferable by SVCE.

B.3.3 Additional presentation to stakeholders beyond the formal Working Group | Deadline: May 15, 2019
Given differentiated information needs across EV Charging use cases, if applicable the E-Mobility Group will provide up to two additional presentations to stakeholders such as MUD property owners or fleet managers within SVCE service territory.

B.3.4 Incorporate information from the Current- and Future-State Assessments, as permitted by the timeline | Deadline: May 15, 2019
If applicable, and timely with discovery from tasks B.1 and B.2, current and future state assessments will be integrated into the level setting presentation.

Level Setting Presentation Timeline
- Late March 2019: EVI Presentation #1 (with simpler and more in-depth materials) to SVCE staff
- Early April 2019: EVI Presentation #2, educational presentation to the EVI Working Group
- Mid May 2019: Additional presentations to EVI Working Group and SVCE stakeholders as needed to address any identified deficiencies in information and knowledge
Task B.4 Define and Launch Standing Service-Area Working Group | Start Date: March 18, 2019 and Ongoing Through Project Term

B.4.1 Create an operating charter, define roles, suggested participants, and timeline for establishment of an electric vehicle infrastructure Working Group, to include SVCE member communities and interested parties from other relevant private and public-sector organizations. This Working Group, to be led initially by SVCE, will be ongoing - helping to deploy identified strategies and plans and effectively involve relevant parties over the next few years. | Deadline: March 31, 2019
The E-Mobility Group will create an operating charter, define roles, suggested participants, and timeline for establishment of an electric vehicle infrastructure Working Group, to include SVCE member communities and interested parties from other relevant private and public-sector organizations. This Working Group, to be led initially by SVCE, will be ongoing - helping to deploy identified strategies and plans and effectively involve relevant parties over the next few years.

As part of the Working Group launch process, facilitate an EV ecosystem visioning and goal setting exercise in collaboration with SVCE staff and Working Group members. This vision is intended to inform program prioritization, funding identification, and stakeholder engagement processes going forward.

B.4.2 Review and summarize similar Working Groups to help SVCE understand critical success and failure factors. | Deadline: March 31, 2019
The E-Mobility Group will review similar Working Groups to understand success and failure factors, survey the California regional PEV Coordinating Council leads to determine key success factors, and will also assess the effectiveness of other leading EV Collaboratives outside California.

B.4.3 Determine the best approach to integration of the Working Group within Santa Clara County and member community plans and initiatives | Deadline: March 31, 2019
E-Mobility Group will – in consultation with SVCE – define the “system” of key stakeholders to be convened. To target group membership, core priorities of SVCE and key allies will be identified. These core priorities will then be matched to prospective members to ensure that the group composition enables accomplishment of SVCE’s highest-priority goals.

B.4.4 Help launch and support the first two meetings of this group | Deadline: First meeting in early April, second meeting in early May
The E-Mobility Group (EMG) will coordinate and facilitate the first two Working Group meetings and follow up with members to assign next steps and to gather feedback on program plans. EMG will work with the Working Group to define an effective Joint Action Plan and define next steps in implementation.

B.4.5 Work with SVCE to facilitate discussion within the Working Group of the current- and future state assessments and identify up to five priority programs for the next 24 months. These programs will in turn be defined through Program Implementation Plans developed in Task B.7). | Deadline: Late April 2019
Utilizing the use case and enabling practice matrix and graphic facilitation templates, the E-mobility Group will engage the Working Group and identify up to five priority high-leverage programs that will have the highest impact on EV and EVI adoption and market acceleration, while addressing desired stakeholder “wins”. Identified priority programs will be selected for implementation plan development in Task B.7.
Working Group Timeline:
- March 2019: SVCE staff engagement and member recruitment
- First week of April 2019: First Working Group meeting
- Late April 2019: Priority program selection
- Early May 2019: Second Working Group meeting
- June: Working Group ownership transition to SVCE and stakeholder leadership group with sustainability plan incorporated into the final Joint Action Plan

Task B.5 Establish Mechanism for Pursuing Funding and Partnerships to Benefit EVI Deployment | Start Date: March 18, 2019 with ongoing updates through project term

B.5.1 Create a comprehensive list of funding sources that are, or could be, available to SVCE, its member communities and agencies and companies. Identify who needs to apply, describe all funding requirements and deadlines and note any other key facts. Some examples include PG&E’s EV Charge Network Program, Electrify America and BAAQMD’s Charge! Program. | Deadline: April 30, 2019

Working alongside the Working Group and pulling from current funding opportunity knowledge the E-Mobility Group will include but not be limited to relevant funding sources such as corporate, foundation, local government, and private sector investments.

B.5.2 Propose a structure for a funding clearinghouse through which SVCE and/or other partners could assist local member agencies, partners, property owners or other parties in securing incentive, grant or other funding for EV charging infrastructure. | Deadline May 17, 2019

Identified funding opportunities, including their eligibility requirements and application deadlines, will be incorporated into a comprehensive and accessible database of opportunities to be shared with SVCE staff for distribution to a larger stakeholder group at their discretion. The E-Mobility Group will outline the suggested structure or mechanism (e.g., external grant-writing consultant, online tool, or internal staff) for SVCE to pursue in order to keep the database up-to-date and most usable.

B.5.3 Identify Opportunities for SVCE to Partner with Other Initiatives, Companies, and Organizations That May Not Have Funding Available but Could Benefit SVCE’s EVI Deployment Efforts | Deadline: May 17, 2019

The E-Mobility Group will scout for demonstration and deployment initiatives that can be matched to SVCE stakeholder and community needs and program opportunities. In addition, we will identify potential innovative public/private financing strategies that can help support new SVCE initiatives.

If applicable within the project period, the E-Mobility Group will proactively engage select public and private funders with the highest-leverage project ideas. Potential targets for cultivation include CPUC, CARB, Electrify America, BAAQMD, and corporate and foundation leaders with expressed interest in EV. In addition, E-Mobility Group will also approach relevant regional public agencies and other key stakeholders as appropriate (e.g., SPUR, SVLG, and community-based “Green New Deal” advocates) to integrate SVCE EV Joint Action Plan funding into early stage planning for regional infrastructure bonds where applicable.
Task B.6 Facilitate CALeVIP Funding Discussions | Deadline: Based on forthcoming CEC deadlines, starting Late March 2019

B.6.1 Assist SVCE with proposal activities for the CEC’s California Electric Vehicle Infrastructure Project (CALeVIP) program, implemented by the Center for Sustainable Energy (CSE) | Deadline: Based on CEC timeline
E-Mobility Group will provide assistance in defining and articulating relevant priorities as identified in the EV Charging Infrastructure Strategy for potential support under CALeVIP, in a manner that is consistent with its goals and the interests of co-applicants.

B.6.2 Coordinate Joint Action Plan development efforts with CALeVIP proposal activities to ensure consistency. Assist SVCE in meeting timelines for the CALeVIP discussions | Deadline: Based on CEC timeline
The E-Mobility Group will coordinate with SVCE Staff in the development of CALeVIP proposals and integrate Joint Action Plan findings as they are developed.

Anticipated CALeVIP Timeline
- April 2019: CALeVIP program design and requirements are refined
- April 2019: Project team assists SVCE staff in CALeVIP funding response
- May 2019: Project team assists SVCE staff in creation of CALeVIP update to the Board
- June 2019: CALeVIP program design integrated into program implementation and Action Plans

Task B.7 Create Specific Program Implementation Plans | Deadline: June 7, 2019

B.7.1 Create a list of prioritized near-term programs (i.e. next 24 months), as identified by the Working Group (see B.4). | Deadline: Late April 2019
Utilizing results from the current state assessment (task B.1) and Future state Assessments (Task B.2) and the Use Case/Enabling Practices Matrix The E-Mobility Group will present a list of program options, and facilitate a program prioritization exercise with the Working Group.

B.7.2 Review pertinent similar programs and highlight key aspects | Deadline: April 2019
Once near-term programs are identified, similar existing programs will be analyzed for lessons learned and synthesis of key success and failure factors will be integrated into specific program implementation plans. See task B.1.2.

B.7.3 Create a detailed program synopsis for each prioritized program. Revise existing, similar program structures or develop new plans from the ground up. Each synopsis should allow SVCE to understand what the proposed program approach and components and requirements of the program will be once it is launched | Deadline June 7, 2019. SVCE should be able to leverage these synopses when launching each program over the next 24 months. As applicable based on program type, synopses will include overviews of the program scope, approach, targeted market barriers, eligibility requirements, incentive breakdowns, budget, funding sources, and data requirements.

B.7.4 Create a launch timeline for each prioritized program. Identify key steps that need to be taken and quantify involvement from major stakeholders in each step. | Deadline: June 7, 2019
Each program implementation plan will include a step-by-step launch plan and timeline with a clear and delineation of stakeholder roles (including milestones, due dates, time commitments, funding requirements, labor inputs, and any other in-kind or matching contribution).
B.7.5 Provide any additional program-related recommendations. | Deadline: June 7, 2019
If applicable, additional program related recommendations will also be provided within detailed program synopsis. Task B.9 includes contingency funds for additional work beyond the initial scope of this contract.

B.7.6 Identify relationships between program activities and SVCE’s planned “Innovation Onramp” pilot partnership program slated to launch in Spring 2019. | Deadline: June 7, 2019
Coordinating with SVCE staff, the E-Mobility Group will identify synergies between SVCE’s planned innovation onramp and specific program implementation plans.

Task B.8 Project Reporting | Deadline: August 14, 2019

The E-Mobility Group will integrate the results of the current and future state assessments and program specific implementation plans into a Final Report and Summary of the Joint Action Plan, along with any key points from the Working Group, Funding Mechanism, Education or CALeVIP efforts. This plan will clearly establish the benchmarks, activities, timelines, and capacity (funding and human capital) requirements needed to achieve the highest-priority EVI goals identified by the Working Group and throughout the visioning and goal-setting exercise.

The Joint Action Plan will specifically identify how EVI programs align with SVCE’s broader mission and decarbonization strategies, other planned programs, and overall business model. If applicable, the plan will highlight expected load growth and “ROI” on EV investments.

The Joint Action Plan will 1) highlight the overarching goals for EVI and EV deployment in the service territory; provide a “theory of action” that identifies the key leverage points in the system and the initiatives proposed to advance the goals; 2) comprehensively map a timeline stakeholder actions that will achieve the goals over the project planning period (see task bB.7.4); and 3) track to both existing and anticipated program funding opportunities, and call out opportunities to cultivate net new funding that has not yet been committed or announced by key funding agencies.

B.8.2 Develop summary roadmap for SVCE’s Program Implementation Plans and EV Charging Infrastructure Strategy for the next 24 months, with detailed design and contracting benchmarks, activities, timelines and resource requirements. | Deadline: June 30, 2019
The Joint Action Plan will include a 24 month timeline integrating the timelines of Specific Program Implementation Plans into a single master timeline, and will include a project management Gantt chart for SVCE management to utilize during the program implementation phase.

B.8.3 Develop summary roadmap for SVCE’s EV Charging Infrastructure Strategy through 2025, with program-level details and expected achievements for key metrics | Deadline: June 30, 2019
The Joint Action plan will include a summary roadmap of SVCE’s EV charging Infrastructure Strategy through 2025, with program-level details and expected achievements for key metrics.

B.8.4 Present summary of all findings to SVCE staff. | Deadline: June 30, 2019
The E-Mobility Group will present a summary of the all findings to SVCE staff.
B.8.5 Present summary of all findings to SVCE Board of Directors. | Deadline: August 14, 2019
The E-Mobility Group will either prepare SVCE staff to present - or directly present - summary of findings to the SVCE board of directors.

Task B.9 Contingency

B.9 Contingent tasks beyond initial scope of work | Deadline: Ongoing
Based on direction from SVCE staff, the E-Mobility Group will provide additional services beyond the initial scope of work outlined in this document (tasks B.1-B.8) on a time and materials basis, not to exceed budgetary limits of the contract.
**Exhibit B**

**Schedule of Performance**

The table below outlines the beginning and completion dates of tasks B.1–B.9. Additional sub-task deliverable dates are outlined in exhibit A above.

This schedule may be modified with the written approval of the Authority.

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<thead>
<tr>
<th>Task</th>
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<th>Complete</th>
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<tr>
<td>Task B.1. Current-State Assessment and Market Barriers</td>
<td>March 18, 2019</td>
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<td>Task B.3: EV Charging Infrastructure Education and Level Setting</td>
<td>March 18, 2019</td>
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<td>Task B.4 Define and Launch Standing Service-Area Working Group</td>
<td>March 18, 2019</td>
<td>June 30, 2019</td>
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<td>Task B.5 Establish Mechanism for Pursuing Grant Funding and Partnerships to Benefit EVI Deployment</td>
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<td>Task B.6 Facilitate CALeVIP Funding Discussions</td>
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<td>Task B.7 Create Specific Program Implementation Plans</td>
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<tr>
<td>Task B.9 Contingency</td>
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<td>June 30, 2019</td>
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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 thousand dollars ($200,000.00), 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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### Rates

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### Estimated Hours

These represent Consultant’s best understanding of the hours it will take to complete the tasks in Exhibit A. Substantial deviations from these hours must be approved in writing by Authority.

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<th>Estimated Hours</th>
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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.

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 1h

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1h: Authorize CEO to Execute Amendment to the Current Agreement with Richards, Watson & Gershon in an Amount Not to Exceed $185,000 for Legal Services

Date: 3/13/2019

RECOMMENDATION
Staff recommends that the Board authorize the CEO to execute an amendment to the current agreement with Richards, Watson & Gershon (RWG) to increase the compensation not to exceed limit to $185,000.

BACKGROUND
The current agreement with RWG was approved at the September 12, 2018 Board of Directors meeting. The current agreement expires at the end of the fiscal year and includes compensation not to exceed $145,000.

ANALYSIS & DISCUSSION
With the recent announcement of the Pacific Gas & Electric (PG&E) bankruptcy, SVCE has been commissioning legal advice and expertise from RWG. The projected incremental hours of work to provide support to SVCE related to the bankruptcy was not factored into the current agreement.

STRATEGIC PLAN
The recommendation supports the strategic plan.

ALTERNATIVE
There is no alternative provided with this report.

FISCAL IMPACT
The recommendation results in a fiscal impact of $40,000.

ATTACHMENTS
1. Amendment to the current agreement with Richards, Watson & Gershon
FIRST AMENDMENT TO AGREEMENT WITH RICHARD, WATSON & GERSHON, FOR LEGAL SERVICES

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency (“Authority”), and RICHARD, WATSON & GERSHON, a professional corporation entered into that certain agreement entitled “LEGAL SERVICES”, effective on “October 1, 2018”, hereinafter referred to as “Original Agreement”; and

WHEREAS, Authority and Richard, Watson & Gershon 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 3 (compensation) of Original Agreement shall be amended to read as follows:

   General Counsel shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed One hundred and eighty-five thousand and 00/100 dollars ($185,000) based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

2. This Amendment shall be effective on March 13, 2019.

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

____________________________________
Donald Eckert
Director of Finance & Administration
CONSULTANT NAME
Richards, Watson & Gerson

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
Staff Report – Item 1i

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 1i: Approve Amended Title for Energy Associate, Job Description Updates for Associate Energy Consultant and Energy Consultant Positions, Amendment to Salary Ranges for Senior Analyst and Senior Energy Consultant, and Adopt Resolution Renaming the Organization Chart as the Positions Chart and Amending the Approved Positions Chart, Job Classifications, and Salary Schedule

Date: 3/13/2019

RECOMMENDATION
Staff requests that the SVCVE Board approve the following:

1. Amendment of the Energy Associate position title to Associate Energy Consultant,
2. Updated description and qualifications for the Energy Consultant and Associate Energy Consultant positions,
3. Amendment of the Senior Analyst position salary range to $93,935 - $139,944,
4. Amendment of the Senior Energy Consultant position salary range to $93,935 - $139,944, and
5. Adoption of Resolution 2019-04 Amending the Approved Positions Chart, Job Classifications, and Salary Schedule reflecting the above amendments.

BACKGROUND
In 2018, the SVCE Board approved two positions for the Account Services team – Energy Consultant and Energy Associate. A higher-level position, Senior Energy Consultant, was also created, though no budget request was made to fulfill this role.

When the three positions were drafted, establishing a career path with continuity and differentiation between the three levels was a priority. The Energy Associate role reflects the qualifications and experience associated with a traditional entry level position. The Energy Consultant requires a higher degree of experience, education, and qualifications, and Senior Energy Consultant more so.

ANALYSIS & DISCUSSION
In reviewing the Energy Associate position as drafted, three needed improvements were identified. Firstly, the name of the position does not fully reflect the continuity desired. A change in the name of the position to Associate Energy Consultant helps better reflect a pathway from Associate Energy Consultant, to Energy Consultant, to Senior Energy Consultant.

Secondly, the job description was somewhat generic – focused on general account service and billing support, but not specifically calling out support of SVCE’s programmatic priorities related to building electrification, electric vehicles and other clean-energy related offerings. These elements were added to both the Associate Energy Consultant and Energy Consultant job descriptions.

Finally, the minimum qualifications initially identified for the Energy Associate role may exclude desirable candidates. The updated qualifications for the renamed Associate Energy Consultant continue to identify a bachelor’s degree and technical experience, and have been expanded to allow those with relevant experience in trades, unions, military, and other professional and technical training useful in supporting large commercial customers to substitute those skills and qualifications in lieu of university education requirements. This
supports a more inclusive applicant class with skillsets in alignment with our needs for this entry-level position.

The Energy Consultant qualifications were adjusted in a similar fashion as the Associate Energy Consultant, but with an emphasis on greater achievement therein.

Based on the requirements for both the Senior Analyst and Senior Energy Consultant, staff is requesting to increase the maximum annual salary amount to $139,944 from $126,524. The change to the maximum salary range is recommended to avoid salary compression between the Analyst and Senior level job classifications in both positions.

**STRATEGIC PLAN**
Build an Environment that encourages creativity and innovation and build an inclusive and fulfilling company culture.

**FISCAL IMPACT**
No fiscal impact associated with this request.

**ATTACHMENTS**
1. Job Descriptions:
   - Associate Energy Consultant, clean copy
   - Associate Energy Consultant, redlined
   - Energy Consultant, clean copy
   - Energy Consultant, redlined
2. Resolution 2019-04 Renaming the Organization Chart as the Positions Chart and Amending the Approved Positions Chart, Job Classifications, and Salary Schedule
ASSOCIATE ENERGY CONSULTANT

SALARY RANGE: $67,096 - $105,437

SUMMARY DESCRIPTION
The Associate Energy Consultant utilizes their customer engagement skills, data analytics capabilities, and/or knowledge of building energy systems to help commercial, municipal and/or residential customers effectively utilize clean, carbon-free energy resources. Through in-person interactions, email and phone conversations, they will assist customers in reducing both the cost and environmental impact of their energy use, through deployment of new services, approaches and technologies including:

- building electrification
- electric vehicles and electric vehicle charging
- solar/battery storage
- demand management

They are expected to become knowledgeable with selected SVCE building and transportation electrification programs, and provide customers with related functional and technical assistance. In addition, supported by an Energy Consultant and the Account Services Manager, the Associate Energy Consultant will need to become familiar with SVCE and PG&E rate schedules, services and billing mechanisms. They will be able to analyze and explain usage and billing data for customers, and aggregate energy information for use by other key stakeholders.

The Associate Energy Consultant will also assist with outreach and community events within the SVCE service territory, to help educate the community on new clean energy services and solutions 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 Associate Energy Consultant 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 Associate Energy Consultant 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.
- Electric vehicles and electric vehicle charging, Net Energy Metering (NEM), and smart energy controls, and general benefits of fuel switching from fossil fuels to clean electricity
- 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, or equivalent combination of relevant education, professional training, and work experience. Demonstrated technical/analytical skills, communication and leadership skills are a strong plus.

TRAINING: Professional training desirable from but not limited to trade apprenticeship, relevant military occupational specialization, technical schools.

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 are desirable from (but not limited to) the following: building mechanical systems, Energy Manager in Training (EMIT), Professional Engineer (PE), Certified Energy Manager (CEM), Business Energy Professional (BEP), LEED.

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-----
ASSOCIATE ENERGY CONSULTANT

SALARY RANGE: $67,096 - $105,437

SUMMARY DESCRIPTION
The Associate 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 Associate Energy Consultant utilizes their customer engagement skills, data analytics capabilities, and/or knowledge of building energy systems to help commercial, municipal and/or residential customers effectively utilize clean, carbon-free energy resources. Improve (shape?) the energy experience of commercial, municipal and/or residential customers via: Through in-person interactions, email and phone conversations, they will assist customers in reducing both the cost and environmental impact of their energy use, through deployment of new services, approaches and technologies including:

- building electrification
- electric vehicles and electric vehicle charging
- solar/battery storage
- demand management

works directly with residential and/or business customers via email and telephone, and through in-person meetings and interactions. They are expected to become functional knowledgeable with selected SVCE building and transportation electrification programs, and to provide customers or other staff with related functional and technical assistance. In addition, explanations of SVCE programs and billing mechanisms—supported by an Energy Consultant and the Account Services Manager, To be effective, the Associate Energy Analyst Consultant will also need to become familiar with PG&E-SVCE and PG&E rate schedules, services programs, and billing mechanisms. They will and be able to analyze and explain usage and billing data for customers, and aggregate energy information for use by other key stakeholders/staff, often supported by Energy Consultants or Account Services Manager.

The Associate Energy Consultant will also assist with outreach and community events within the SVCE service territory, to help both educate the community on new clean energy services and solutions, and build relationships with various groups. Associate Energy Consultants/Analysts will be assigned with tasks related to the development, implementation, and/or maintenance of various SVCE customer programs.

The Associate Energy Consultant 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 Associate Energy Consultant 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:
- Fuel switching, electric vehicles, Net Energy Metering (NEM), and smart energy controls.
- Utility billing structures, bill presentment, and program operations.
- Electric vehicles and electric vehicle charging, Net Energy Metering (NEM), and smart energy controls, and general benefits of fuel switching from fossil fuels to clean electricity.
- 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, or equivalent combination of relevant education, professional training, and work experience. Demonstrated technical/analytical skills, communication and leadership skills are a strong plus.

TRAINING: Professional training desirable from but not limited to trade apprenticeship, relevant military occupational specialization, technical schools.

LICENCES/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 are desirable from (but not limited to) the following: [electrician], building mechanical systems, Professional Engineer (PE), Certified Energy Manager (CEM), Business Energy Professional (BEP), LEED.

**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**
The Energy Consultant utilizes their customer engagement skills, data analytics capabilities, and/or knowledge of building energy systems to help commercial, municipal and/or residential customers effectively utilize clean, carbon-free energy resources. Through in-person interactions, email and phone conversations, they will assist customers in reducing both the cost and environmental impact of their energy use, through deployment of new services, approaches and technologies including:

- building electrification
- electric vehicles and electric vehicle charging
- solar/battery storage
- demand management

They are expected to become knowledgeable with selected SVCE building and transportation electrification programs, and provide customers with related functional and technical assistance. In addition, supported by the Account Services Manager, the Energy Consultant will need to become familiar with SVCE and PG&E rate schedules, services and billing mechanisms. They will be able to analyze and explain usage and billing data for customers, and aggregate energy information for use by other key stakeholders. The Energy Consultant will proactively lead customer-focused projects and identify customer needs not currently met by SVCE resources and programs for future organizational improvements.

The Energy Consultant will also assist with outreach and community events within the SVCE service territory, to help educate the community on new clean energy services and solutions 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, including RFP development, managing third party contractors and contract management.

The Energy Consultant 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 Consultant position reports to the Account Services Manager and the position does not 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. Demonstrated
technical/analytical skills, communication and leadership skills are a strong plus.

TRAINING: Professional training desirable from but not limited to trade apprenticeship,
relevant military occupational specialization, technical schools.

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 Business Energy Professional
(BEP), Energy Manager in Training (EMIT), Certified Energy Manager (CEM), Engineer in
Training (EIT), Professional Engineer (PE), 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.

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ENERGY CONSULTANT

**SALARY RANGE:** $80,516 - $126,524

**SUMMARY DESCRIPTION**
The Energy Consultant utilizes their customer engagement skills, data analytics capabilities, and/or knowledge of building energy systems to help commercial, municipal and/or residential customers effectively utilize clean, carbon-free energy resources. Through in-person interactions, email and phone conversations, they will assist customers in reducing both the cost and environmental impact of their energy use, through deployment of new services, approaches and technologies including:

- building electrification
- electric vehicles and electric vehicle charging
- solar/battery storage
- demand management

They are expected to become knowledgeable with selected SVCE building and transportation electrification programs, and provide customers with related functional and technical assistance. In addition, supported by the Account Services Manager, the Energy Consultant will need to become familiar with SVCE and PG&E rate schedules, services and billing mechanisms. They will be able to analyze and explain usage and billing data for customers, and aggregate energy information for use by other key stakeholders. The Energy Consultant will proactively lead customer-focused projects and identify customer needs not currently met by SVCE resources and programs for future organizational improvements.

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 help educate the community on new clean energy services and solutions 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, including RFP development, managing third party contractors and contract management.

The Energy Consultant 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 Consultant position reports to the Account Services Manager and the position does not 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.
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- 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. Demonstrated technical/analytical skills, communication and leadership skills are a strong plus.

TRAINING: Professional training desirable from but not limited to trade apprenticeship, relevant military occupational specialization, technical schools.

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 Business Energy Professional (BEP), Energy Manager in Training (EMIT), Certified Energy Manager (CEM), Engineer in Training (EIT), Professional Engineer (PE), 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-----
RESOLUTION NO. 2019-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY RENAMING THE ORGANIZATION CHART AS THE POSITIONS CHART AND AMENDING THE APPROVED POSITIONS 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, the Board of Directors adopted Resolution No. 2018-10 on September 12, 2018 amending the adopted Organization Chart to add the positions and salary ranges of Administrative Services Manager, Analyst, Associate Analyst, Associate Data Analyst, Communications Specialist, Data Analyst, Energy Associate, Energy Consultant, Management Analyst, Manager of Decarbonization and Grid Innovation Programs, Power Resources Planner, Senior Analyst, Senior Data Analyst, and Senior Energy Consultant; to modify the position titles of the Community Outreach Manager, Director of Customer Care, Manager of Regulatory and Legislative Effectiveness, and Power Contracts and Compliance Manager; and to eliminate the positions of Account Representative I/II, one Community Outreach Specialist, and IT Specialist; and to modify the salary ranges for all positions;
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 rename the adopted Organization Chart as the Positions Chart and amend the existing 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 modify the Energy Associate position title, and to modify the salary ranges for the Senior Analyst and Senior Energy Consultant, as shown below. The following schedule of job classification titles and salary ranges shall replace and supersede the schedule shown in Resolution 2018-10:

<table>
<thead>
<tr>
<th>Title</th>
<th>Minimum Salary (Annual $)</th>
<th>Maximum Salary (Annual $)</th>
</tr>
</thead>
<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>
</tr>
<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>
</tr>
<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>
</tr>
<tr>
<td><strong>Energy Associate</strong></td>
<td><strong>67,096</strong></td>
<td><strong>105,437</strong></td>
</tr>
<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>
</tr>
<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>
</tr>
<tr>
<td>Community Outreach Specialist</td>
<td>58,150</td>
<td>95,034</td>
</tr>
<tr>
<td>Data Analyst</td>
<td>92,924</td>
<td>138,932</td>
</tr>
<tr>
<td>Director of Account Services and Community Relations</td>
<td>143,139</td>
<td>224,932</td>
</tr>
<tr>
<td>Director of Decarbonization and Grid Innovation Programs</td>
<td>126,977</td>
<td>195,991</td>
</tr>
<tr>
<td>Director of Finance &amp; Administration</td>
<td>143,139</td>
<td>249,675</td>
</tr>
<tr>
<td>Director of Power Resources</td>
<td>169,977</td>
<td>267,107</td>
</tr>
<tr>
<td><strong>Energy Associate</strong></td>
<td><strong>67,096</strong></td>
<td><strong>105,437</strong></td>
</tr>
<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>
</tbody>
</table>

Resolution 2019-04
<table>
<thead>
<tr>
<th>Title</th>
<th>Minimum Salary (Annual $)</th>
<th>Maximum Salary (Annual $)</th>
</tr>
</thead>
<tbody>
<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>
<tr>
<td>Power Resources Manager</td>
<td>134,193</td>
<td>210,874</td>
</tr>
<tr>
<td>Power Resources Planner</td>
<td>116,300</td>
<td>182,757</td>
</tr>
<tr>
<td>Power Settlements &amp; Compliance Analyst</td>
<td>98,408</td>
<td>154,641</td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>93,935</td>
<td>139,944126,524</td>
</tr>
<tr>
<td>Senior Data Analyst</td>
<td>106,343</td>
<td>152,352</td>
</tr>
<tr>
<td>Senior Energy Consultant</td>
<td>93,935</td>
<td>139,944126,524</td>
</tr>
<tr>
<td>Senior Regulatory Analyst</td>
<td>93,935</td>
<td>147,612</td>
</tr>
</tbody>
</table>

Section 2. The organization of positions shall be as shown in Attachment 1: SVCE Approved Positions Chart. This new Approved Positions Chart shall replace and supersede the Organization Chart adopted by Resolution 2018-10.

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 13th day of March, 2019 by the following vote:

<table>
<thead>
<tr>
<th>JURISDICTION</th>
<th>NAME</th>
<th>AYE</th>
<th>NO</th>
<th>ABSTAIN</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Campbell</td>
<td>Director Gibbons</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Cupertino</td>
<td>Director Sinks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Gilroy</td>
<td>Director Tovar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Los Altos</td>
<td>Director Bruins</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town of Los Altos Hills</td>
<td>Director Corrigan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town of Los Gatos</td>
<td>Director Sayoc</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Milpitas</td>
<td>Director Nuñez</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Monte Sereno</td>
<td>Director Ellahie</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Morgan Hill</td>
<td>Alternate Director Eulo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Mountain View</td>
<td>Director Abe-Koga</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Santa Clara</td>
<td>Director Ellenberg</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Saratoga</td>
<td>Director Miller</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Sunnyvale</td>
<td>Director Smith</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Chair

ATTEST:

______________________________
Clerk

Attachment 1: SVCE Approved Positions Chart
Staff Report – Item 2

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 2: CEO Report

Date: 3/13/2019

REPORT

SVCE Staff Update
Lisa Lai joined SVCE as the Administrative Assistant on March 4. Lisa comes to us from the San Francisco Bay Conservation and Development Commission where she was the Administrative Secretary; she holds a bachelor of arts degree in design from UC Davis.

Master Consultant Agreement Update
As approved at the November 14, 2018 Board of Directors Meeting, Resolution 2018-15 granted authority to the CEO to execute a Master Consultant Agreement between Ascend Analytics, Flynn Resources Consulting, Inc., and Hanover Strategy Advisors, LLC to provide various strategic consulting, support, and risk management services to SVCE. SVCE has a target budget of $300,000 for FY 2019, and a total budget of $1,000,000 for FY 2019-2021 between the three vendors. Following outlines the remaining balance of the master agreement:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>Expenses</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019 YTD</td>
<td>2019</td>
</tr>
<tr>
<td>Ascend Analytics</td>
<td>$60,000.00</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>Flynn Resources Consulting, Inc.</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Hanover Strategy Advisors, LLC</td>
<td>$ -</td>
<td>Remaining Balance</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$60,000.00</td>
<td>$240,000.00</td>
</tr>
</tbody>
</table>

An update of agreement expenses and balances will be reported on a biannual basis as part of the CEO Report to the Board.

CEO Agreements Executed
The following agreements have been executed by the CEO, consistent with the authority delegated by the Board:

1) Duncan Weinberg Genzer & Pembroke: Monitoring services, not to exceed $5,500
2) M. Cubed: Professional services, not to exceed $1,500
3) Keyes & Fox: Legal services, not to exceed $30,000
4) Davis Wright Tremaine LLP: Legal services for Pacific Gas and Electric Company bankruptcy proceeding, not to exceed $50,000
5) Connor Schwieso: Bike to the Future Consulting services, not to exceed $4,500

**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>City of Lancaster</td>
<td>2/21/2019</td>
<td>Buy</td>
<td>South System Capacity</td>
<td>5/1/2019</td>
<td>6/31/2019</td>
<td>$69,000.00</td>
</tr>
</tbody>
</table>

This agreement is included in the Board packet as Appendix A.

**ATTACHMENTS**
1. Regulatory/Legislative Update, March 2019
2. Account Services & Community Relations Update, March 2019
SVCE Regulatory and Legislative Update
March 2019
Hilary Staver, Manager of Regulatory and Legislative Affairs

Regulatory Summary

Lady Gaga said it best: “We’re far from the shallow now.” As the legislative session gathers steam and the fallout from PG&E’s bankruptcy continues, it’s increasingly clear that there are big changes on the horizon. The CPUC’s investigation into PG&E’s safety culture has made a place at the table for bold restructuring ideas that would likely have been nonstarters even a few months ago, and new developments in older proceedings such as resource adequacy (RA) have opened additional forums for robust debate. Sacramento is paying attention too, and racing ahead with proposals of their own that could conceivably outpace and thus preempt the Commission’s deliberations. We’re facing a year of weighty but exciting conversations on all sides, and an uncommon opportunity to reshape California’s energy landscape to better support public policy goals through harnessing the continuing decentralization of the electricity sector.

The highest-profile proceeding this month has been the CPUC’s safety investigation of PG&E (I.15-08-019). On February 13th, SVCE and 21 other stakeholders submitted comments on a menu of potential restructuring options provided by the CPUC in their December 2018 Scoping Ruling. SVCE participated both individually and as part of a group of seven northern California CCAs. The Joint CCA comments recommended removing PG&E from the retail generation business in order to focus them on grid operation, maintenance, and safety. The comments also advocated for giving CCAs the option to become the Provider of Last Resort (POLR) in their respective service territories, and providing retail service to communities that lack a CCA through a transparent statewide public entity. SVCE’s individual comments further recommended creation of a Distribution System Operator (DSO), which could help protect reliability at the distribution level, promote growth of distributed energy resources, and generally transform the grid into a more transparent, neutral, open-access platform.

Amongst other stakeholders, there was significant support for splitting up PG&E’s and electric businesses, removing PG&E from the retail generation business, and/or breaking the PG&E grid up into smaller regional companies. PG&E expressed openness to considering most of the options on the CPUC’s list, but cautioned against underestimating the technical complexity of implementing many of them. Parties filed reply comments on February 28th, and await direction on next steps from the Commission.

February also brought a long-awaited resolution with a significant twist to the Resource Adequacy (RA) proceeding (R.17-09-020). As you’ve heard before, the Commission released a Track 2 Proposed Decision (PD) in November 2018 that made two significant changes to the local RA framework. First, it introduced a multi-year RA requirement for the first time, compelling the electricity sector to demonstrate compliance with local RA obligations three years in advance rather than one. Second, it named the IOUs as full central buyers of all local RA in their service territories, abolishing local RA obligations for individual LSEs and potentially stranding LSEs’ existing local RA investments. The PD was
criticized by the majority of stakeholders involved in the proceeding, and voting on the PD was delayed twice before finally landing on February 21st.

Shortly before the 2/21 voting meeting, Assigned Commissioner Liane Randolph released major revisions to the PD. The revised PD kept the new three-year requirement, but removed the central buyer provisions with the explanation that more discussion of a central buyer’s appropriate structure, function, and identity was needed before implementation. The revised PD called for three additional workshops to gather stakeholder input on the central buyer idea, after which a second Track 2 Decision in Q4 2019 would act on the findings. The revised PD passed unanimously on 2/21, though Commissioners Picker and Guzman Aceves made it clear that they were reluctant “ayes.” We expect them to continue pushing for a full central buyer model, so the workshops give us more time to make our case for a residual central buyer but don’t guarantee a more favorable outcome. The first workshop will be held in April, and in the meantime SVCE must begin procuring local RA products to fulfill the new three-year requirement. Track 3 of the RA proceeding is also underway, with the dual purpose of setting the routine 2020 RA requirements and functioning as a catch-all for issues not resolved in tracks 1 and 2.

At the 2/21 voting meeting, the Commission also voted out the Alternate Proposed Decision (APD) in PG&E’s 2019 ERRA forecast proceeding (A.18-06-001). This APD sets (among other rates) the PCIA for 2019, and includes implementation of the new brown power true-up created by the PCIA proceeding Decision in October 2018. PG&E must still file two advice letters in order to implement this APD, so it’s likely that the new PCIA will not go into effect until May or June 2019. However, PG&E implemented new delivery and partial generation rates on 3/1 through a partial update of its Annual Electric True-up.

Elsewhere on the regulatory scene, several proceedings are temporarily quiet as we wait for key documents from the Commission. There has been no recent action on the Integrated Resource Planning proceeding (R.16-02-007), but we are expecting any time now a final Proposed Decision through which the Commission can accept the Preferred System Plan and end the first IRP cycle. We are similarly waiting for a Scoping Ruling in PG&E’s 2020-2022 General Rate Case (A.18-12-009) after participating in a prehearing conference on 2/11. In the Transportation Electrification proceeding (R.18-12-006), SVCE teamed up with a group of northern California CCAs to file joint comments on the Order Instituting Rulemaking, the document that opens a new proceeding. However, the Commission has now assigned Southern California Edison to compile a baseline summary of existing TE programs and incentives, and it will be several months before stakeholders are able to review and comment on this analysis.

February 2019 also saw Phase 2 of the PCIA proceeding (R.17-06-026) move steadily forward. The first Phase 2 stakeholder working group to begin meeting, the benchmarking working group (WG), convened several times in February to discuss how to true up the RA and RPS value portions of the Market Price Benchmark (MPB) used to calculate the PCIA. The RA and RPS MPB true-ups, which were created in the Phase 1 PCIA Decision passed in October 2018, will be implemented for the first time in the 2020 PCIA. As discussed above, the third component of the MPB, the brown power component, has a simpler true-up process and will be implemented in the 2019 PCIA.

Finally, the long-awaited implementation proceeding for SB 237, the direct access expansion bill passed last year, has arrived! The Commission released a draft Order Instituting Rulemaking (OIR) to this effect.
on March 4th. The preliminary schedule in the OIR anticipates a Proposed Decision released by April 30th, so we’ll know fairly soon what the rollout process for the 4,000 GWh of increased direct access will look like and how much of it might happen in SVCE’s service territory.

Legislative Summary

The deadline for bill introductions was February 22nd, so we now have an idea of what the major energy themes for the session will be. One recurring pattern we should expect is needing to negotiate some of the same issues simultaneously in the legislature and at the CPUC. Already several bills deal with creating a central buyer for various resource types, and others deal with defining the Provider of Last Resort more concretely or reforming the RA program. The Legislative Ad Hoc Committee of the Board is meeting on March 7th to move forward with strategy and outreach planning.
### 1a. Outreach Events & Sponsorships

Earth month is around the corner!

- Staff will reach out in the communities where we will be present and see if you’re interested in helping out at our booth

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Description</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar. 21</td>
<td>11:30 AM – 1:30 PM</td>
<td>City of San Jose Employee Lunch Fair – <em>tabling</em></td>
<td>San Jose City Hall</td>
</tr>
<tr>
<td>Mar. 29</td>
<td>10:30 AM – 1 PM</td>
<td>Housing Trust Silicon Valley Investor Briefing – <em>sponsor</em></td>
<td>Santa Clara Convention Center</td>
</tr>
<tr>
<td>Mar. 29</td>
<td>5 – 8 PM</td>
<td>“Re-Cycling” Cumberland Elementary event – <em>tabling</em></td>
<td>Cumberland Elementary School, Sunnyvale</td>
</tr>
<tr>
<td>Apr. 4</td>
<td>6:30 – 8 PM</td>
<td>GreenTown Los Altos meeting – <em>presenting</em></td>
<td>Los Altos Library</td>
</tr>
<tr>
<td>Apr. 13</td>
<td>10 AM – 4 PM</td>
<td>Saratoga Blossom Festival – <em>sponsor and tabling</em></td>
<td>Saratoga Civic Center</td>
</tr>
<tr>
<td>Apr. 13</td>
<td>11 AM – 3 PM</td>
<td>Cupertino Earth &amp; Arbor Day Festival – <em>sponsor and tabling</em></td>
<td>Cupertino Civic Center Plaza</td>
</tr>
<tr>
<td>Apr. 14</td>
<td>10 AM – 1 PM</td>
<td>Spring into Green – <em>sponsor and tabling</em></td>
<td>Town Plaza Park, Los Gatos</td>
</tr>
<tr>
<td>Apr. 14</td>
<td>1 – 4 PM</td>
<td>Los Altos Hill Earth Day Celebration</td>
<td>Westwind Barn, Los Altos Hills</td>
</tr>
<tr>
<td>Apr. 20</td>
<td>12 – 4 PM</td>
<td>Milpitas Earth Day</td>
<td>Milpitas Library</td>
</tr>
</tbody>
</table>
1b. Event Photos

Sunnyvale Chamber Awards

Santana Row Lunar New Year

AIA Silicon Valley Architectural Intelligence Conference
2. Business Outreach

SVCE has been invited back to participate in corporate Earth Day fairs thrown by some of the areas large employers.

- Apr. 10 – Google, Mountain View
- Apr. 12 – LinkedIn, Sunnyvale
- Apr. 23 – Western Digital, Milpitas
3. Customer Participation

<table>
<thead>
<tr>
<th></th>
<th>Upgrade</th>
<th>Opt Out</th>
<th>Opt Outs by Account Type</th>
<th>Total Opt Out, All Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>1,117</td>
<td>8,884</td>
<td>3.53%</td>
<td>3.47%</td>
</tr>
<tr>
<td>Commercial</td>
<td>2,003</td>
<td>852</td>
<td>2.93%</td>
<td></td>
</tr>
</tbody>
</table>
4. Community Engagement Grants

- Acterra continues to host a series of “Energy Clinics” to help customers with understanding their bills. Completed and upcoming clinics include:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar. 2</td>
<td>10 AM – 1 PM</td>
<td>Milpitas Library</td>
</tr>
<tr>
<td>Mar. 7</td>
<td>6:30 – 8 PM</td>
<td>Milpitas Adult Education</td>
</tr>
<tr>
<td>Mar. 26</td>
<td>10 AM – 1 PM</td>
<td>Milpitas Senior Center</td>
</tr>
<tr>
<td>Apr. 8</td>
<td>9 AM – 3 PM</td>
<td>St. Joseph's Family Center, Gilroy</td>
</tr>
<tr>
<td>Apr. 27</td>
<td>11 AM – 3 PM</td>
<td>Columbia Neighborhood Center, Sunnyvale</td>
</tr>
</tbody>
</table>

- Staff from Vivo and Sound of Hope helped out during February’s Lunar New Year celebrations for in-language outreach (Vietnamese and Chinese respectively).
5. Bike to the Future Update

• Hosted workshop day at DeAnza College auto tech shop to assist teams with building their batteries
• Local e-bike expert providing assistance & team mentoring
6. Member Agency Working Group Update

February’s MAWG meeting covered the following:

- Current Events
  - Hiring
  - Rates update

- Programs Update
  - Calendar
  - Sunshot Solar District Cup
  - Innovation programs
  - Reach codes
  - EV charging infrastructure
  - All-Electric Showcase Design Grants
7. Reach Code Workshop – March 20

SVCE has scheduled 2020 Building Reach Code Workshop sessions for Wednesday March 20, to engage an expanded group of key stakeholders – including local elected officials, department staff, key developers, architects, and building professionals.

**Topics:**
- What is a reach code?
- Review recently-completed statewide cost effectiveness study to determine viable opportunities within the new code for buildings and electric vehicle infrastructure.
- Discuss available consultative support and $10,000 grant opportunity.
- Process and timeline for code adoption.
- Solicit input from the community.

**Why you should attend?**
This is the first opportunity for local communities and other key stakeholders to shape important local amendments to the energy code.

**Which workshop session should you attend?**
Each of the three workshops on March 20 will cover the same material, but will be directed to specific audiences. Please plan to attend the one session that is most suitable for you.

**Real Estate, Contractors & Building Professionals**
Register here for 9:30am - 12pm (includes lunch)

**City Staff**
Register here for 11:30am - 2pm (includes lunch)

**At Large** (or if unable to attend an earlier session)
Register here for 6:30pm - 8:30pm

Please share this information with key internal and external stakeholders in your community!
8. Media Mentions

- [Silicon Valley Chinese New Year Celebration](#), New Tang Dynasty Television, 02.26.2019
- [Busting the Myth That CCAs Don’t Sign Long-Term Renewable Energy Contracts](#), Greentech Media, 02.25.2019
- [As PG&E Goes Up In Flames, Renewable Energy Steps In](#), Cleantechnica, 02.22.2019
- [Calif. CCAs file with PUC to make PG&E wires only company](#), American Public Power Association, 02.20.2019
- [PG&E should get out of the energy sales business, local governments say](#), LA Times, 02.14.2019
<table>
<thead>
<tr>
<th>MARCH 2019</th>
<th>APRIL 2019</th>
<th>MAY 2019</th>
<th>JUNE 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board of Directors, March 13:</strong></td>
<td><strong>Board of Directors, April 10:</strong></td>
<td><strong>Board of Directors, May 8:</strong></td>
<td><strong>Board of Directors, June 12:</strong></td>
</tr>
<tr>
<td>Consent</td>
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<tr>
<td>Minutes</td>
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<tr>
<td>Power Supply Contracts</td>
<td>Regular Calendar</td>
<td>Regular Calendar</td>
<td>Regular Calendar</td>
</tr>
<tr>
<td>Graphic Design Services</td>
<td>Strategic Plan Update</td>
<td>SVCE Rates</td>
<td>IT Audit Results</td>
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<tr>
<td>Regular Calendar</td>
<td>Bike to the Future Recap</td>
<td>AMI Audit Results</td>
<td></td>
</tr>
<tr>
<td>Special Presentation by Panama Bartholomy, Building Decarbonization Coalition</td>
<td>Long term Power Supply Request For Proposals Update</td>
<td></td>
<td></td>
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<tr>
<td><strong>Executive Committee, March 22:</strong></td>
<td><strong>Executive Committee, April 26:</strong></td>
<td><strong>Executive Committee, May 24:</strong></td>
<td><strong>Executive Committee, June 28:</strong></td>
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<tr>
<td>Minutes</td>
<td>Special Presentation on Specific Decarbonization Programs</td>
<td>Special Presentation on Specific Decarbonization Programs</td>
<td>Special Presentation on Specific Decarbonization Programs</td>
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<td>Cancellation of the December 27, 2019 Executive Committee Meeting Community Engagement Processes</td>
<td>Strategic Plan Update</td>
<td>Strategic Plan Update</td>
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<td><strong>Audit Committee, April 29 (Tentative):</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Receive IT Audit</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>AMI Audit Results</td>
<td></td>
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</tbody>
</table>
Staff Report – Item 3

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

Item 3: Approve the FY 2018-19 SVCE Mid-Year Budget
Date: 3/13/2019

RECOMMENDATION
Staff recommends that the Board of Directors approve the FY 2018-19 Mid-Year Operating Budget.

BACKGROUND
The recommended mid-year budget for FY 2018-19 presents Silicon Valley Clean Energy (SVCE) in stable financial condition. The projected balance available for transfer to reserves of $29.5 million results in no change from the adopted budget (See Attachment 1).

Operating revenue are higher than the adopted budget with a $23.4 million or 9.0% favorable adjustment. The primary drivers are the favorable change to Pacific Gas & Electric (PG&E) generation rate assumptions and favorable change to the Power Cost Indifference Adjustment (PCIA) assumptions compared to the adopted budget.

Operating expenses are higher than the adopted budget with a $23.4 million or 10.1% unfavorable adjustment. The primary driver is the impact to power supply expenses due to significant upward movement in prices to fill open positions for energy and capacity. Other impacts to cost includes the procurement of professional services in response to the changing business environment.

ANALYSIS & DISCUSSION
Operating Revenues
The proposed mid-year budget shows an increase of $23.4 million or 9.0% to the adopted budget.
- Energy Sales are projected to increase by $23.1 million or 8.9%. The primary drivers include:
  - Favorable expected adjustment to generation PG&E rates. The adopted budget assumed an 8% decrease in PG&E rates but the most recent data from PG&E projects PG&E generation rates to decrease by 3.5%. This is the primary driver to the revenue adjustment.
  - The mid-year budget assumes SVCE will maintain price competitiveness with PG&E with rates at 1% below PG&E. This assumption remains constant from the adopted budget. SVCE rates are currently 6% below PG&E rates.
  - PCIA rates will increase by 1.3% on a weighted average basis. Residential accounts are expected to see a significant decrease in the PCIA rate while Commercial and Industrial accounts are expected to see an increase. The adopted budget assumed a 21% weighted average increase in the PCIA. The drivers for the favorable adjustment include market prices and methodology changes derived from the regulatory process.
GreenPrime revenues are projected to increase by 2.7% based on year-to-date performance.
Investment Income is projected to increase by $0.4 million based on current market rates and an increased investment balance.
Other Revenues are projected to remain flat.

Operating Expenses
The proposed mid-year budget shows an increase of $23.4 million or 10.1%. Operating expenses excluding power supply results in an unfavorable adjustment of $0.9 million or 4.6%.

- Power Supply expenses are projected to increase by $22.5 million or 10.6%. Primary drivers include:
  - Market prices for both energy and capacity have shifted significantly upward which impacted unhedged power when the adopted budget was developed in August 2018.
  - The adopted budget included filling a portion of open position with less expensive PCC2 renewable energy credits while the mid-year adjustment aligns with current policy to fill open positions with PCC1. The current policy of purchasing is driven by regulatory uncertainty associated with PCC2.
- Data Management expenses are expected to increase by $0.2 million or 5.5%. Data management expenses are based on a fixed fee per meter. The driver for the adjustment is the increase in the number of accounts based on YTD performance.
- PG&E Billing Services expenses are projected to increase by $0.1 million or 4.3%. PG&E billing services are based on a fixed fee per meter. The driver for the adjustment is the increase in the number of accounts based on YTD performance.
- Employment expenses are projected to decrease by $0.5 million or 11%. The driver is the YTD impact of vacant positions. SVCE is expected to be fully staffed by the end of the fiscal year.
- Professional Services expenses are projected to increase by $0.5 million or 25.1%. The drivers include funding for risk mitigation and expertise as a response to SVCE’s changing business environment. The PG&E bankruptcy and the increase to the Direct Access cap are significant risk issues for SVCE that were not factored into the adopted budget.
- Marketing and Promotions expenses are projected to decrease $0.2 million or 17.7% due to initiatives that were identified in the Programs Roadmap and the funding of those initiatives were transferred to the Programs line item.
- Notification expenses are projected to remain flat.
- Lease expenses are projected to remain flat.
- General and Administrative expenses are projected to increase by $0.2 million or 31.4% to provide CalCCA with resources to mitigate risks to SVCE and other Community Choice Aggregators from various legislative and regulatory issues.
- Programs investments are expected to increase by $0.5 million or 9%. The Programs budget is formula based. SVCE is committed to allocating 2% of the energy sales budget for various programs. The driver for the increase is the increase in sales.
- Capital investments are projected to increase by $0.1 million. The driver is the office reconfiguration project. SVCE is currently in the design phase and the incremental budget is to provide contingency once construction begins.
- Debt Service expenses are projected to increase by $0.2 million. The primary drivers include the financing cost to expand the line of credit that enhances the liquidity of SVCE in response to the PG&E bankruptcy and fees related to issuing a letter of credit to PG&E to allow the return of cash collateral being held by PG&E related to long-term capacity and REC contracts.
- The Other Cash Inflows/(Outflows) line item is projected to remain flat. The regulatory process to determine the procedure for posting of the financial service requirement and the return of collateral from the California Public Utilities Commission (CPUC) has not occurred.

STRATEGIC PLAN
The recommendation supports the strategic plan.
ALTERNATIVE
There is no alternative provided with this report.

FISCAL IMPACT
The mid-year budget projects an increase in revenues of $23.4 million offset by the increase in expenses of $23.4 million resulting in no change to expected net surplus of $29.5 million.

ATTACHMENTS
1. FY 2018-19 Mid-Year Budget
# Silicon Valley Clean Energy

## FY 2018-19 Recommended Mid-Year Budget

($ in thousands)

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>FY 2018-19 BUDGET</th>
<th>FY 2018-19 MID-YEAR BUDGET</th>
<th>VARIANCE</th>
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<tr>
<td></td>
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<tr>
<td>1</td>
<td>Energy Sales</td>
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<td>281,890</td>
<td>23,058</td>
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<td>2</td>
<td>Green Prime Premium</td>
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<tr>
<td>3</td>
<td>Other Income</td>
<td>100</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Investment Income</td>
<td>500</td>
<td>850</td>
<td>350</td>
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<tr>
<td>5</td>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$260,045</strong></td>
<td><strong>$283,470</strong></td>
<td><strong>$23,425</strong></td>
</tr>
</tbody>
</table>

|      |                            |                  |                            |         |
| 6    | Power Supply               | 211,815          | 234,332                    | (22,517) | -10.6% |
| 7    | Data Management            | 3,375            | 3,560                      | (185)   | -5.5%  |
| 8    | PG&E Fees                  | 1,074            | 1,120                      | (46)    | -4.3%  |
| 9    | Employment Expenses        | 4,833            | 4,300                      | 533     | 11.0%  |
| 10   | Professional Services      | 1,830            | 2,290                      | (460)   | -25.1% |
| 11   | Marketing & Promotions     | 1,103            | 908                        | 195     | 17.7%  |
| 12   | Notifications              | 155              | 160                        | (5)     | -3.2%  |
| 13   | Lease                      | 326              | 330                        | (4)     | -1.2%  |
| 14   | General & Administrative   | 636              | 836                        | (200)   | -31.4% |
| 15   | **TOTAL EXPENSES**         | **$225,148**     | **$247,835**               | **($22,687)** | **-10.1%** |
| 16   | **TOTAL EXPENSES W/O POWER SUPPLY** | **$13,333** | **$13,503** | **($171)** | **-1.3%** |

|      |                            |                  |                            |         |
| 17   | Various Programs           | 5,177            | 5,640                      | (463)   | -9.0%  |
| 18   | **TOTAL ENERGY PROGRAMS**  | **$5,177**       | **$5,640**                 | **($463)** | **-9%** |

|      |                            |                  |                            |         |
| 19   | Facility Equipment         | 150              | 200                        | (50)    | -33.3% |
| 20   | **TOTAL CAPITAL INVESTMENT** | **$150**       | **$200**                   | **($50)** | **-33%** |

|      |                            |                  |                            |         |
| 21   | Financing                  | 30               | 90                         | (60)    | -200%  |
| 22   | Interest                   | -                | 120                        | (120)   |        |
| 23   | Principal                  | -                | -                          | -       |        |
| 24   | **TOTAL DEBT SERVICE**     | **$30**          | **$210**                   | **($180)** | **-600%** |

|      |                            |                  |                            |         |
| 25   | Financial Security Requirement | (147)          | (147)                      | -       |        |
| 26   | Refund of Bond             | 100              | 100                        | -       |        |
| 27   | **TOTAL CASH INFLOWS/(OUTFLOWS)** | **($47)** | **($47)**                  | **$0**  |        |
| 28   | **BALANCE AVAILABLE FOR RESERVES** | **$29,494** | **$29,538**               | **$44** | **0.1%** |
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

**Item 4: Executive Committee Report**

Date: 3/13/2019

No report as the Executive Committee has not met since January 29th, 2019. The next meeting will occur Friday, March 22, at 9am at the SVCE Office.
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 5: Finance and Administration Committee Report

Date: 3/13/2019

No report as the Finance and Administration Committee has not met since January 25th, 2019.
Staff Report – Item 6

To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

Item 6: Legislative Ad Hoc Committee Report

Date: 3/13/2019

The Legislative Ad Hoc Committee met March 7, 2019 and this item will be addressed as an oral report to the Board.
To: Silicon Valley Clean Energy Board of Directors

From: Girish Balachandran, CEO

**Item 7:** Audit Committee Report

Date: 3/13/2019

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No report as the Audit Committee last met February 4, 2019.
Silicon Valley Clean Energy
Board of Directors Meeting

March 13, 2019

Appendix A

Power Resource Contracts Executed by CEO
MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER - RESOURCE ADEQUACY
BETWEEN
SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
CITY OF LANCASTER

This Confirmation Letter ("Confirmation") confirms the Transaction between Silicon Valley Clean Energy Authority, a California joint powers authority ("Buyer") and City of Lancaster, a California municipal corporation and charter city, dba Lancaster Choice Energy ("Seller"), each individually a "Party" and together the "Parties", dated as of February 21, 2019 (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**

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<td>Local Capacity Area (if any, as of Confirmation Effective Date)</td>
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<td>Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment</td>
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<td>Run Hour Restrictions</td>
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**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: May 1, 2019, through June 30, 2019, inclusive.

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>Total Generic RAR Contract Quantity (MWs)</th>
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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 Adjustments:** 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, in arrears, after 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>Contract Month</th>
<th>RAR Capacity Price ($/kW-month)</th>
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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 WSSP 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 RECOUSE 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.

SILICON VALLEY CLEAN ENERGY AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY

By: Girish Balachandran
Name: Girish Balachandran
Title: CEO

CITY OF LANCASTER, A CALIFORNIA MUNICIPAL CORPORATION AND CHARTER CITY, d/b/a LANCASTER CHOICE ENERGY

By: Jason Cawdell
Name: Jason Cawdell
Title: Executive Director