



Howard Miller, Chair
City of Saratoga

Nancy Smith, Vice Chair
City of Sunnyvale

Liz Gibbons
City of Campbell

Rod Sinks
City of Cupertino

Fred M. Tovar
City of Gilroy

Neysa Fligor
City of Los Altos

George Tyson
Town of Los Altos Hills

Rob Rennie
Town of Los Gatos

Carmen Montano
City of Milpitas

Javed Ellahie
City of Monte Sereno

Yvonne Martinez Beltran
City of Morgan Hill

Margaret Abe-Koga
City of Mountain View

Susan Ellenberg
County of Santa Clara

**Silicon Valley Clean Energy Authority
Board of Directors Meeting**

Wednesday, September 9, 2020
7:00 pm

Teleconference Meeting
Webinar:

<https://zoom.us/j/98019454751>

Telephone (Audio Only):
US: +1 669 900 9128
Webinar ID: 980 1945 4751

This meeting will be conducted in accordance with [State of California Executive Order N-29-20](#), dated March 17, 2020, in consideration of the Coronavirus (COVID-19). All members of the Silicon Valley Clean Energy Board of Directors and staff will participate in this meeting by teleconference.

Members of the public may observe this meeting electronically by accessing the meeting via instructions above. Public Comments can be sent in advance of the meeting to Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org and will be read within the public comment period or the applicable agenda item. The public will also have an opportunity to provide comments during the meeting.

The public may provide comments on any matter listed on the Agenda. Speakers are customarily limited to 3 minutes each, however, the Board Chair may increase or decrease the time allotted to each speaker based on the number of speakers, the length of the agenda and the complexity of the subject matter. Speaking time will not be decreased to less than one minute.

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact Board Clerk Andrea Pizano at andrea.pizano@svcleanenergy.org prior to the meeting for assistance.

AGENDA

Call to Order

svcleanenergy.org

Roll Call

333 W El Camino Real
Suite 290
Sunnyvale, CA 94087



Howard Miller, Chair
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Public Comment on Matters Not Listed on the Agenda

The public may provide comments on any matter not listed on the Agenda provided that it is within the subject matter jurisdiction of SVCE. Speakers are customarily limited to 3 minutes each, however, the Board Chair may increase or decrease the time allotted to each speaker based on the number of speakers, the length of the agenda and the complexity of the subject matter. Speaking time will not be decreased to less than one minute.

Consent Calendar (Action)

- 1a) Approve Minutes of the August 12, 2020, Board of Directors Meeting
- 1b) Receive May 2020 Treasurer Report
- 1c) Receive June 2020 Treasurer Report
- 1d) Approve Amendment No. 3 to Employment Agreement for Chief Executive Officer
- 1e) Adopt Resolution Authorizing the Chief Executive Officer to Grant 20 Days of Paid-Time-Off to Employees Affected by Publicly-Declared Emergencies
- 1f) Adopt Resolution Approving Establishment of SVCE Generation Rates for B1, B19, and B20 for Commercial Customers with Connected Energy Storage Devices
- 1g) Adopt Resolution to Authorize the Chief Executive Officer to Execute a Master Agreement with Boston Energy Trading and Marketing, LLC With Non-Substantive Changes
- 1h) Adopt Resolution Amending SVCE Conflict of Interest Code to Amend Title of Director of Finance and Administration to Chief Financial Officer and Director of Administrative Services in the List of Designated Positions for Filing
- 1i) Authorize the Chief Executive Officer to Execute Amendment to Agreement with Management Partners, Inc. for Management Consulting Services
- 1j) Adopt Resolution to Extend the Contract Terms and Spending Under Consultant Agreements with Sacramento Municipal Utility District, Center for Sustainable Energy, and ADM Associates, Inc.
- 1k) Authorize the Chief Executive Officer to Execute Agreement with Maher Accountancy for Accountant Services
- 1l) Authorize the Chief Executive Officer to Execute Amendment to Agreement for FY19-20 and Agreement for FY20-21 with Richards, Watson & Gershon for Legal Services



Howard Miller, Chair
City of Saratoga

1m) Executive Committee Report

Nancy Smith, Vice Chair
City of Sunnyvale

1n) Finance and Administration Committee Report

Liz Gibbons
City of Campbell

1o) Audit Committee Report

1p) Legislative and Regulatory Responses to Industry Transition Ad Hoc Committee Report

Rod Sinks
City of Cupertino

Regular Calendar

2) CEO Report (Discussion)

Fred M. Tovar
City of Gilroy

3) SVCE Strategic Plan Update (Discussion)

Neysa Fligor
City of Los Altos

4) Adopt Fiscal Year 2020-21 Operating Budget and Resolution Amending the Positions Chart, Job Classifications, and Salary Schedule (Action)

George Tyson
Town of Los Altos Hills

5) Long-term Power Prepay Agreement Update (Discussion)

Board Member Announcements and Direction on Future Agenda Items

Rob Rennie
Town of Los Gatos

Adjourn

Carmen Montano
City of Milpitas

Javed Ellahie
City of Monte Sereno

Yvonne Martinez Beltran
City of Morgan Hill

Margaret Abe-Koga
City of Mountain View

Susan Ellenberg
County of Santa Clara

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SVCE GLOSSARY OF TERMS

CAISO – California Independent System Operator - a non-profit independent system operator that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (~80% of California’s electric flow). Its stated mission is to “operate the grid reliably and efficiently, provide fair and open transmission access, promote environmental stewardship and facilitate effective markets and promote infrastructure development. CAISO is regulated by FERC and governed by a five-member governing board appointed by the governor.

CALCCA – California Community Choice Association – Association made up of Community Choice Aggregation (CCA) groups which represents the interests of California’s community choice electricity providers.

CARB – California Air Resources Board – The CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change in California.

CEC – California Energy Commission

CPUC – California Public Utility Commission

C&I – Commercial and Industrial – Business customers

CP – Compliance Period – Time period to become RPS compliant, set by the CPUC (California Public Utilities Commission)

DA – Direct Access – An option that allows eligible customers to purchase their electricity directly from third party providers known as Electric Service Providers (ESP).

DA Cap – the maximum amount of electric usage that may be allocated to Direct Access customers in California, or more specifically, within an Investor-Owned Utility service territory.

DA Lottery – a random drawing by which DA waitlist customers become eligible to enroll in DA service under the currently-applicable Direct Access Cap.

DA Waitlist – customers that have officially registered their interest in becoming a DA customer but are not yet able to enroll in service because of DA cap limitations.

DAC – Disadvantaged Community

DASR – Direct Access Service Request – Request submitted by C&I to become direct access eligible.

Demand - The rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW), or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy.

DER – Distributed Energy Resource – A small-scale physical or virtual asset (e.g. EV charger, smart thermostat, behind-the-meter solar/storage, energy efficiency) that operates locally and is connected to a larger power grid at the distribution level.

Distribution - The delivery of electricity to the retail customer’s home or business through low voltage distribution lines.

DLAP – Default Load Aggregation Point – In the CAISO’s electricity optimization model, DLAP is the node at which all bids for demand should be submitted and settled. SVCE settles its CAISO load at the PG&E DLAP as SVCE is in the PG&E transmission access charge area.

DR – Demand Response - An opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives.

DWR – Department of Water Resources – DWR manages California’s water resources, systems, and infrastructure in a responsible, sustainable way.

ELCC – Effective Load Carrying Capacity – The additional load met by an incremental generator while maintaining the same level of system reliability. For solar and wind resources the ELCC is the amount of capacity which can be counted for Resource Adequacy purposes.

EPIC – Electric Program Investment Charge – The EPIC program was created by the CPUC to support investments in clean energy technologies that provide benefits to the electricity ratepayers of PG&E, San Diego Gas & Electric Company (SDG&E), and Southern California Edison Company (SCE)

ERRA – Energy Resource Recovery Account – ERRA proceedings are used to determine fuel and purchased power costs which can be recovered in rates. The utilities do not earn a rate of return on these costs, and only recover actual costs. The costs are forecast for the year ahead. If the actual costs are lower than forecast, then the utility gives money back, and vice versa.

ESP – Energy Service Provider - An energy entity that provides service to a retail or end-use customer.

EV – Electric Vehicle

GHG – Greenhouse gas - water vapor, carbon dioxide, tropospheric ozone, nitrous oxide, methane, and chlorofluorocarbons (CFCs). A gas that causes the atmosphere to trap heat radiating from the earth. The most common GHG is Carbon Dioxide, though Methane and others have this effect as well.

GRC – General Rate Case – Proceedings used to address the costs of operating and maintaining the utility system and the allocation of those costs among customer classes. For California’s three large IOUs, the GRCs are parsed into two phases. Phase I of a GRC determines the total amount the utility is authorized to collect, while Phase II determines the share of the cost each customer class is responsible and the rate schedules for each class. Each large electric utility files a GRC application every three years for review by the Public Advocates Office and interested parties and approval by the CPUC.

GWh – Gigawatt-hour - The unit of energy equal to that expended in one hour at a rate of one billion watts. One GWh equals 1,000 megawatt-hours.

IEP – Independent Energy Producers – California’s oldest and leading nonprofit trade association, representing the interest of developers and operators of independent energy facilities and independent power marketers.

IOU – Investor Owned Utility – A private electricity and natural gas provider.

IRP – Integrated Resource Plan – A plan which outlines an electric utility’s resource needs in order to meet expected electricity demand long-term.

kW – Kilowatt – Measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1000 watts

kWh – Kilowatt-hour – This is a measure of consumption. It is the amount of electricity that is used over some period of time, typically a one-month period for billing purposes. Customers are charged a rate per kWh of electricity used.

LCFS – Low Carbon Fuel Standard – A CARB program designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels, and therefore, reduce greenhouse gas emissions.

LCR – Local (RA) Capacity Requirements – The amount of Resource Adequacy capacity required to be demonstrated in a specific location or zone.

LMP – Locational Marginal Price – Each generator unit and load pocket is assigned a node in the CAISO optimization model. The model will assign a LMP to the node in both the day-ahead and real time market as it balances the system using the least cost. The LMP is comprised of three components: the marginal cost of energy, congestion and losses. The LMP is used to financially settle transactions in the CAISO.

Load - An end use device or customer that receives power from an energy delivery system. Load should not be confused with Demand, which is the measure of power that a load receives or requires. See Demand.

LSE – Load-serving Entity – Entities that have been granted authority by state, local law or regulation to serve their own load directly through wholesale energy purchases and have chosen to exercise that authority.

NEM – Net Energy Metering – A program in which solar customers receive credit for excess electricity generated by solar panels.

NRDC – Natural Resources Defense Council

OIR – Order Instituting Rulemaking - A procedural document that is issued by the CPUC to start a formal proceeding. A draft OIR is issued for comment by interested parties and made final by vote of the five Commissioners of the CPUC.

MW – Megawatt – measure of power. A megawatt equals 1,000 kilowatts or 1 million watts.

MWH – Megawatt-hour – measure of energy

NP-15 – North Path 15 – NP-15 is a CAISO pricing zone usually used to approximate wholesale electricity prices in northern California in PG&E’s service territory.

PCC1 – RPS Portfolio Content Category 1 – Bundled renewables where the energy and REC are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO. Also known as “in-state” renewables

PCC2 – RPS Portfolio Content Category 2 – Bundled renewables where the energy and REC are from out-of-state and not dynamically scheduled to a CBA.

PCC3 – RPS Portfolio Content Category 3 – Unbundled REC

PCIA or “exit fee” - Power Charge Indifference Adjustment (PCIA) is an “exit fee” based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.

PCL – Power Content Label – A user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Statute of 2009) and Senate Bill 1305 (Statutes of 1997).

PD – Proposed Decision – A procedural document in a CPUC Rulemaking process that is formally commented on by Parties to the proceeding. A PD is a precursor to a final Decision voted on by the five Commissioners of the CPUC.

Pnode – Pricing Node – In the CAISO optimization model, it is a point where a physical injection or withdrawal of energy is modeled and for which a LMP is calculated.

PPA – Power Purchase Agreement – A contract used to purchase the energy, capacity and attributes from a renewable resource project.

RA – Resource Adequacy - Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities—both independently owned utilities and electric service providers—to demonstrate in both monthly and annual filings that they have purchased capacity commitments of no less than 115% of their peak loads.

RE – Renewable Energy - Energy from a source that is not depleted when used, such as wind or solar power.

REC - Renewable Energy Certificate - A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar electricity are credited with 1 solar REC for every MWh of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.

RPS - Renewable Portfolio Standard - Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

SCE – Southern California Edison

SDG&E – San Diego Gas & Electric

SGIP – Self-Generation Incentive Program – A program which provides incentives to support existing, new, and emerging distributed energy resources (storage, wind turbines, waste heat to power technologies, etc.)

TCR EPS Protocol – The Climate Registry Electric Power Sector Protocol – Online tools and resources provided by The Climate Registry to assist organizations to measure, report, and reduce carbon emissions.

Time-of-Use (TOU) Rates – The pricing of delivered electricity based on the estimated cost of electricity during a particular time-block. Time-of-use rates are usually divided into three or four time-blocks per 24 hour period (on-peak, midpeak, off-peak and sometimes super off-peak) and by seasons of the year (summer and winter). Real time pricing differs from TOU rates in that it is based on actual (as opposed to forecasted) prices that may fluctuate many times a day and are weather sensitive, rather than varying with a fixed schedule.

TURN – The Utility Reform Network - A ratepayer advocacy group charged with ensuring that California IOUs implement just and reasonable rates.

Unbundled RECs - Renewable energy certificates that verify a purchase of a MWh unit of renewable power where the actual power and the certificate are “unbundled” and sold to different buyers.

VPP – Virtual Power Plant – A cloud-based network that leverages an aggregation of distributed energy resources (DERs) to shift energy demand or provide services to the grid. For example, thousands of EV chargers could charge at a slower speed and hundreds of home batteries could discharge to the grid during a demand peak to significantly reduce the procurement of traditional supply resources.



Silicon Valley Clean Energy Authority

Board of Directors Meeting

Wednesday, August 12, 2020

7:00 pm

Pursuant to State of California Executive Order N-29-20, dated March 17, 2020, the meeting was conducted via teleconference.

DRAFT MINUTES

Call to Order

Chair Miller called the meeting to order at 7:05 p.m.

Roll Call

Present:

Chair Howard Miller, City of Saratoga
Vice Chair Nancy Smith, City of Sunnyvale
Director Liz Gibbons, City of Campbell
Director Rod Sinks, City of Cupertino
Alternate Director Jeannie Bruins, City of Los Altos
Director George Tyson, Town of Los Altos Hills
Director Rob Rennie, Town of Los Gatos (arrived at 7:07 p.m.)
Director Carmen Montano, City of Milpitas
Director Javed Ellahie, City of Monte Sereno
Director Yvonne Martinez Beltran, City of Morgan Hill (arrived at 7:08 p.m.)
Director Margaret Abe-Koga, City of Mountain View
Director Susan Ellenberg, County of Santa Clara

Absent:

Director Fred M. Tovar, City of Gilroy

All present Board members participated via teleconference.

Public Comment on Matters Not Listed on the Agenda

No speakers.

Consent Calendar

Director Ellahie requested to pull Item 1c) *Appoint the Chief Executive Officer to Serve as Interim SVCE Board Treasurer/Auditor.*

MOTION: Director Gibbons moved and Vice Chair Smith seconded the motion to approve the Consent Calendar with the exception of Item 1c.

Chair Miller opened public comment.

No speakers.

Chair Miller closed public comment.

The motion carried by verbal roll call vote with Director Tovar absent.

- 1a) Approve Minutes of the June 10, 2020, Board of Directors Meeting**
 - 1b) Receive April 2020 Treasurer Report**
 - 1d) Approve Amended Title and Job Description for the Director of Finance and Administration to Chief Financial Officer and Director of Administrative Services, and Adopt Resolution Amending the Positions Chart, Job Classifications, and Salary Schedule**
 - 1e) Receive Quarterly Decarbonization Programs Update for Q2 2020**
 - 1f) Executive Committee Report**
 - 1g) Finance and Administration Committee Report**
 - 1h) Audit Committee Report**
 - 1i) Legislative and Regulatory Responses to Industry Transition Ad Hoc Committee Report**
- 1c) Appoint the Chief Executive Officer to Serve as Interim SVCE Board Treasurer/Auditor**

Director Ellahie suggested the SVCE Board Treasurer/Auditor position be held by someone other than the CEO; Board members discussed who could fill this role and were in consensus to nominate the Interim Director of Finance and Administration Don Rhoads. Interim Director of Finance and Administration Rhoads accepted the nomination.

MOTION: Director Ellahie moved and Director Sinks seconded the motion to appoint Interim Director of Finance and Administration Don Rhoads as interim SVCE Board Treasurer/Auditor.

The motion carried by verbal roll call vote with Director Tovar absent.

Regular Calendar

2) CEO Report (Discussion)

CEO Girish Balachandran provided a report which included updates on a power prepay agreement and long duration storage. CEO Balachandran introduced Director of Regulatory and Legislative Policy Melicia Charles who provided brief comments; Directors welcomed Director of Regulatory and Legislative Policy Charles.

Chair Miller opened public comment.
No speakers.
Chair Miller closed public comment.

3) Strategic Plan Update (Discussion)

CEO Balachandran presented a PowerPoint presentation on an update to SVCE's Strategic Plan.

Chair Miller opened public comment.
No speakers.
Chair Miller closed public comment.

Director Martinez Beltran requested to see a focus on data evaluation to understand who is making changes in energy use and why, a focus on equity and youth, and encouraged SVCE to lead in both clean energy and technology. Directors agreed on the importance of a focus on equity and youth.

Directors discussed and endorsed community relations and outreach to elected officials within SVCE member agencies on SVCE matters.

Chair Miller summarized Director comments to include a focus on equity, a call for more deliberate action to engage the youth, and general support for outreach.

4) Approve SVCE 2020 Integrated Resource Plan (Action)

Director of Power Resources Monica Padilla presented a PowerPoint presentation on SVCE's Integrated Resource Plan; staff responded to board member questions.

Chair Miller opened public comment.

No speakers.

Chair Miller closed public comment.

MOTION: Director Sinks moved and Alternate Director Bruins seconded the motion to approve the 2020 Integrated Resource Plan in substantial form, delegate to the Chief Executive Officer the authority to make any further changes needed to ensure compliance with California Public Utilities Commission (CPUC) requirements and guidance before submission by September 1, 2020; and submit with the IRP the following three portfolios and necessary templates:

1. 38 MMT Conforming Portfolio to be submitted as SVCE's Preferred Portfolio;
2. 46 MMT Conforming Portfolio for compliance purposes; and
3. Alternate Portfolio which includes a higher RPS and lower dependence on large hydroelectricity

The motion carried unanimously with Director Tovar absent by verbal roll call vote.

5) Proposed SVCE FY 2020-21 Operating Budget and Financial Review (Discussion)

CEO Balachandran introduced the item; Interim Director of Finance and Administration Don Rhoads presented a PowerPoint presentation and responded to board member questions.

Chair Miller opened public comment.

No speakers.

Chair Miller closed public comment.

Director Martinez Beltran requested budgeting for equity be included in the budget; CEO Balachandran noted programs staff would be targeting budget dollars once specific program ideas related to equity are developed.

Board Member Announcements and Direction on Future Agenda Items

Director Gibbons responded to a comment made by Director Rennie which cautioned staff workload, and reported she would be interviewed by Stanford's KZSU 90.1 FM radio station on "The Modern Architect".

Director Sinks reported the Bay Area Air Quality Management District would be hosting an event, Climate Tech Marketplace, on October 22, 2020 and noted staff would send a link with additional information.

Alternate Director Bruins announced Measure RR would be on the November ballot, and requested Directors keep an eye on emails to lend names in support of the sales tax measure for Caltrain.

Director Martinez Beltran recognized August 26, 2020 as the 100-year celebration of the 19th amendment and women's right to vote, and invited all to participate in the South County Women's Equality Series running August 22-26th.

Chair Miller commented on a past event hosted by the City of Saratoga celebrating elected female leaders in the city and the power of women in elected positions.

Vice Chair Smith announced the League of California Cities Women's Caucus would be hosting a check-in session on Friday from noon to 1:30 p.m. and noted she would forward the information to staff to distribute to the board.

Director Gibbons announced Director Fligor would be honored at the YWCA's 2020 Tribute to Women awards on September 10, 2020.

Public Comment on Closed Session

Bruce Karney expressed appreciation for CEO Balachandran and encouraged the Board to retain Girish's services for the next several years.

Chair Miller announced the process for the virtual Closed Session, and requested all viewers depart from the meeting.

Director Ellenberg announced she would be leaving the meeting prior to convening to Closed Session.

The Board convened to Closed Session at 9:03 p.m.

Convene to Closed Session

Public Employee Performance Evaluation
Title: Chief Executive Officer

Conference with Labor Negotiator
Agency Representative: Howard Miller, Chair, Board of Directors
Unrepresented Employee: Chief Executive Officer

The Board reconvened from Closed Session at 10:18 p.m.

Report from Closed Session

Chair Miller reported there was nothing to report out from Closed Session.

Adjourn

Chair Miller adjourned the meeting at 10:19 p.m.



TREASURER REPORT

**Fiscal Year to Date
As of May 31, 2020**

(Preliminary & Unaudited)

Issue Date: September 9, 2020

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SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights (\$ in 000's)

Financial Highlights for the month of May 2020:

> Mid-Year Budget Adjustments were approved by the Board in May 2020. Revenues were adjusted downward due to expected load reduction related to COVID-19 and an increase in PCIA costs. This, coupled with an increase in expenses to fund new customer relief and community resiliency efforts, resulted in a \$30 million decrease in projected net position when compared to the FY 2019-20 Adopted Budget.

> The Board of Directors provided rates direction to maintain the 4% discount to PG&E and fund \$12 million of Customer Relief and Community Resiliency programs.

> SVCE operations resulted in a positive change in net position for the month of \$2.1 million and year-to-date change in net position of \$26.2 million.

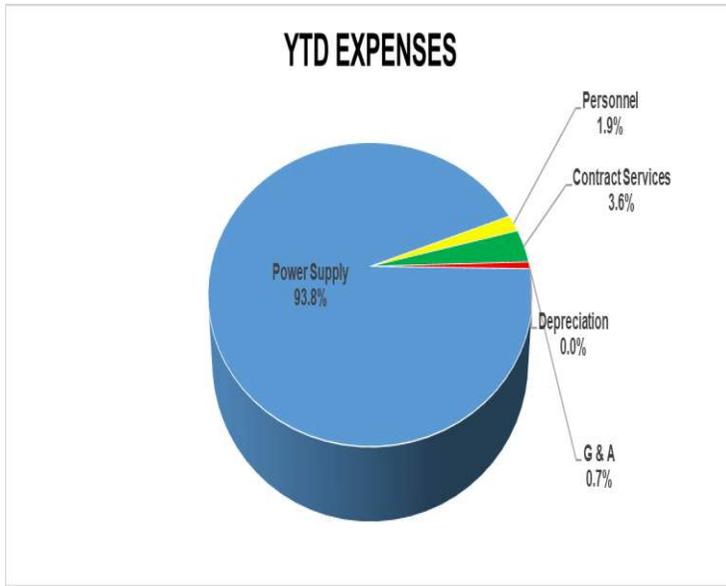
> Retail GWh sales for the month landed 3.6% above budget.

> YTD operating margin of \$35.2 million or 19% is ahead of budget expectations of a 17.6% operating margin at this point in the fiscal year.

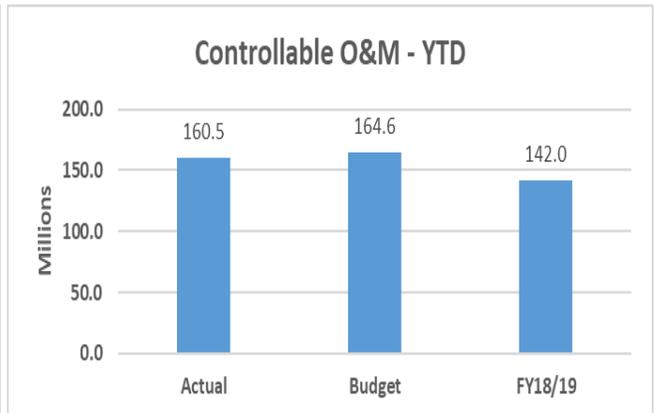
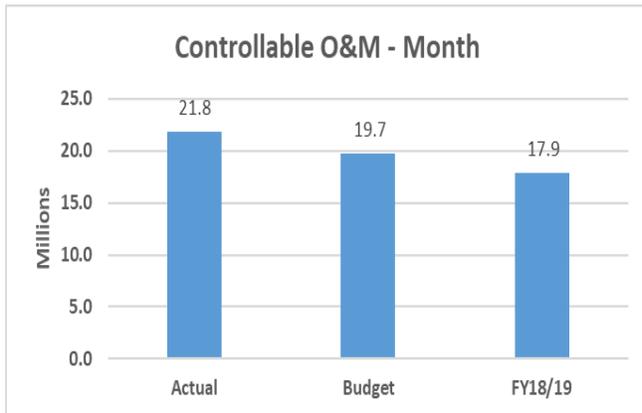
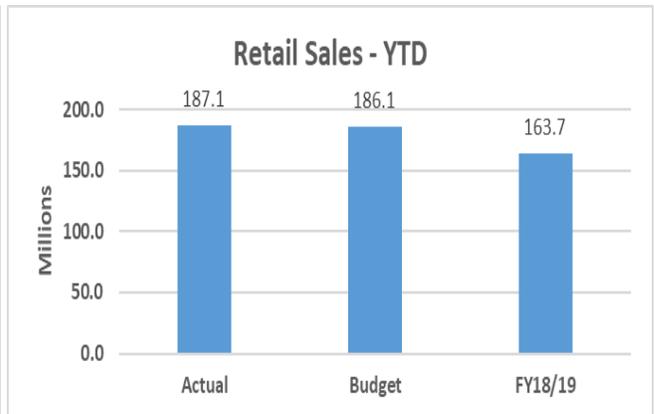
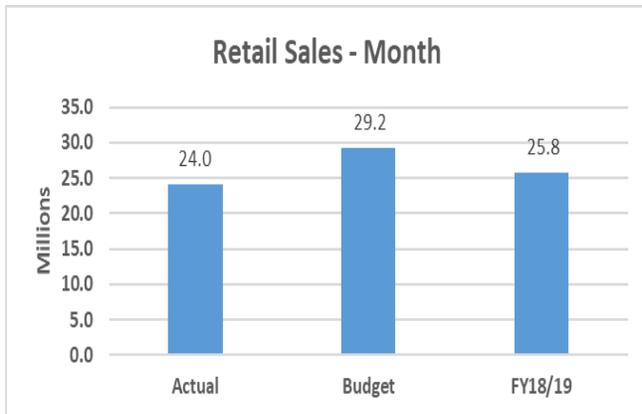
> Power Supply costs are 1% below budget year-to-date.

> SVCE is investing ~94% of available funds generating year-to-date investment income of \$1.4 million

Change in Net Position	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Actual	14,432	5,732	4,159	2,047	(326)	(6,757)	4,792	2,123					26,202	50,910
Power Supply Costs														
Power Supply Costs	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Energy & REC's	12,881	13,068	13,525	15,681	15,771	23,555	18,474	16,876					129,831	
Wholesale Sales	(807)	(9)	(10)	(21)	(46)	(106)	(34)	(56)					(1,090)	
Capacity	2,185	1,581	1,757	1,673	1,674	1,939	1,787	1,804					14,401	
CAISO Charges	451	400	763	678	715	1,211	408	526					5,151	
NEM Expense	155	(43)	(223)	(275)	(60)	5	(326)	387					(380)	
Charge/Credit (IST/Net Rev)	482	254	(224)	1,736	993	(417)	36	1,179					4,040	
Net Power Costs	15,347	15,251	15,588	19,473	19,047	26,186	20,344	20,717	-	-	-	-	151,953	245,340
Other														
Other	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Capital Expenditures	-	6	6	2	-	-	-	-					14	400
Energy Programs	51	101	127	145	102	668	126	202					1,522	6,360
Load Statistics - GWh														
Load Statistics - GWh	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Retail Sales Actual	325	314	332	334	304	311	287	318					2,525	
Retail Sales Budget	325	318	335	329	311	316	308	307	321	360	348	339	3,916	3,916



Other Statistics and Ratios	
Working Capital	\$168,925,538
Current Ratio	6.2
Operating Margin	19%
Expense Coverage Days	210
Expense Coverage Days w/ LOC	256
Long-Term Debt	\$0
Total Accounts	271,990
Opt-Out Accounts (Month)	26
Opt-Out Accounts (FYTD)	501
Opt-Up Accounts (Month)	15
Opt-Up Accounts (FYTD)	89



SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION

As of May 31, 2020

ASSETS

Current Assets

Cash & Cash Equivalents	\$ 156,031,701
Accounts Receivable, net of allowance	18,684,078
Market settlements receivable	-
Accrued Revenue	17,170,172
Other Receivables	90,584
Prepaid Expenses	3,477,660
Deposits	795,826
Restricted cash	5,000,000

Total Current Assets 201,250,021

Noncurrent assets

Capital assets, net of depreciation	125,819
Deposits	145,630

Total Noncurrent Assets 271,449

Total Assets 201,521,470

LIABILITIES

Current Liabilities

Accounts Payable	658,523
Accrued Cost of Electricity	30,213,250
Accrued Payroll & Benefits	452,908
Other accrued liabilities	270,000
User Taxes and Energy Surcharges due to other gov'ts	701,482
Supplier Security Deposits	28,320

Total Current Liabilities 32,324,483

NET POSITION

Net investment in capital assets	125,819
Restricted for security collateral	5,000,000
Unrestricted (deficit)	164,071,168

Total Net Position \$ 169,196,987

SILICON VALLEY CLEAN ENERGY AUTHORITY

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

October 1, 2019 through May 31, 2020

OPERATING REVENUES

Electricity Sales, Net	\$ 179,512,404
GreenPrime electricity premium	854,297
Liquidated damages	6,600,000
Other Income	169,629
TOTAL OPERATING REVENUES	<u>187,136,330</u>

OPERATING EXPENSES

Cost of Electricity	151,953,098
Contract services	5,832,366
Staff compensation and benefits	3,030,891
General & Administrative	1,202,478
Depreciation	36,370
TOTAL OPERATING EXPENSES	<u>162,055,203</u>
OPERATING INCOME(LOSS)	<u>25,081,127</u>

NONOPERATING REVENUES (EXPENSES)

Interest Income	1,427,283
Financing costs	(306,380)
TOTAL NONOPERATING EXPENSES	<u>1,120,903</u>

CHANGE IN NET POSITION

	26,202,030
Net Position at beginning of period	<u>142,994,957</u>
Net Position at end of period	<u>\$ 169,196,987</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2019 through May 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 197,820,169
Liquidated damages	6,600,000
Other operating receipts	2,359,759
Payments to suppliers for electricity	(156,900,802)
Payments for other goods and services	(7,138,204)
Payments for staff compensation and benefits	(2,933,175)
Tax and surcharge payments to other governments	(3,996,313)
Net cash provided (used) by operating activities	<u>35,811,434</u>

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Finance costs paid	(241,170)
Net cash provided (used) by non-capital financing activities	<u>(241,170)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Acquisition of capital assets	<u>(14,152)</u>
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CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Interest income received	<u>1,427,283</u>
--------------------------	------------------

Net change in cash and cash equivalents	36,983,395
Cash and cash equivalents at beginning of year	<u>124,048,306</u>
Cash and cash equivalents at end of period	<u>\$ 161,031,701</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)

October 1, 2019 through May 31, 2020

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

Operating Income (loss)	\$ 25,081,127
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	36,370
Revenue reduced for uncollectible accounts	724,365
(Increase) decrease in net accounts receivable	10,868,372
(Increase) decrease in energy settlements receivable	166,657
(Increase) decrease in other receivables	(72,684)
(Increase) decrease in accrued revenue	2,401,928
(Increase) decrease in prepaid expenses	(2,208,955)
(Increase) decrease in current deposits	1,448,160
Increase (decrease) in accounts payable	(287,524)
Increase (decrease) in accrued payroll & benefits	97,716
Increase (decrease) in energy settlements payable	707,243
Increase (decrease) in accrued cost of electricity	(2,626,302)
Increase (decrease) in accrued liabilities	12,470
Increase (decrease) in taxes and surcharges due to other governments	(537,509)
Net cash provided (used) by operating activities	<u>\$ 35,811,434</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2019 through May 31, 2020

	FYTD	FYTD	Variance		FY 2019-20	FY 2019-20
	Actual	Budget	\$	%	Budget	Remaining Budget
OPERATING REVENUES						
Energy Sales	\$179,512,404	\$185,443,695	-\$5,931,291	-3%	\$317,230,000	\$137,717,596
Green Prime Premium	854,297	611,600	242,697	40%	940,000	85,703
Liquidated Damages	6,600,000	-	6,600,000		-	
Other Income	169,629	33,333	136,296	409%	50,000	(119,629)
TOTAL OPERATING REVENUES	187,136,330	186,088,628	1,047,702	1%	318,220,000	137,683,670
ENERGY EXPENSES						
Power Supply	151,953,098	153,381,836	(1,428,738)	-1%	245,340,000	93,386,902
Operating Margin	35,183,232	32,706,792	2,476,440	8%	72,880,000	
OPERATING EXPENSES						
Data Management	2,175,691	2,350,339	(174,648)	-7%	3,530,000	1,354,309
PG&E Fees	770,335	897,402	(127,067)	-14%	1,350,000	579,665
Salaries & Benefits	3,030,891	3,662,239	(631,348)	-17%	5,490,000	2,459,109
Professional Services	1,332,933	2,511,000	(1,178,067)	-47%	3,710,000	2,377,067
Marketing & Promotions	379,271	648,182	(268,911)	-41%	960,000	580,729
Notifications	38,611	44,500	(5,889)	-13%	160,000	121,389
Lease	222,695	400,000	(177,305)	-44%	600,000	377,305
General & Administrative	591,017	740,000	(148,983)	-20%	1,150,000	558,983
TOTAL OPERATING EXPENSES	8,541,444	11,253,662	(2,712,218)	-24%	16,950,000	8,408,556
OPERATING INCOME/(LOSS)	26,641,788	21,453,130	5,188,658	24%	55,930,000	29,288,212
NON-OPERATING REVENUES						
Investment Income	1,427,283	979,667	447,616	46%	1,470,000	42,717
Grant Income	-	108,333	(108,333)	-100%	160,000	160,000
TOTAL NON-OPERATING REVENUES	1,427,283	1,088,000	339,283	31%	1,630,000	202,717
NON-OPERATING EXPENSES						
Financing	306,380	149,360	157,020	105%	180,000	(126,380)
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	14,151	300,000	(285,849)	-95%	400,000	385,849
Refund of Bond (Cash Inflow)	-	-	-	0%	(100,000)	(100,000)
Financial Security Requirement	-	-	-	0%	147,000	147,000
Transfer to Program Fund	6,360,000	6,360,000	-	0%	6,360,000	-
Transfer to CRCR Fund	8,500,000	8,500,000	-		8,500,000	-
TOTAL OTHER USES	14,874,151	15,160,000	(285,849)	-2%	15,307,000	432,849
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	\$12,888,540	\$7,231,770	\$5,656,770	78%	\$42,073,000	

**SILICON VALLEY CLEAN ENERGY AUTHORITY
PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2019 through May 31, 2020**

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET REMAINING</u>	<u>ACTUAL/ BUDGET</u>
REVENUE & OTHER SOURCES:				
Tranfer from Operating Fund	\$6,360,000	\$6,360,000	\$0	100%
EXPENDITURES & OTHER USES:				
Program expenditures	6,360,000	1,521,938	4,838,062	23.9%
Net increase (decrease) in fund balance	<u>\$0</u>	<u>\$4,838,062</u>		
Fund balance at beginning of period		-		
Fund balance at end of period		<u><u>\$4,838,062</u></u>		

**CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2019 through May 31, 2020**

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>REMAINING</u>	<u>BUDGET</u>
REVENUE & OTHER SOURCES:				
Tranfer from Operating Fund *	\$8,500,000	\$8,500,000	\$0	100%
EXPENDITURES & OTHER USES:				
Program expenditures *	8,500,000	2,350	8,497,650	0.0%
Net increase (decrease) in fund balance	<u>\$0</u>	<u>\$8,497,650</u>		
Fund balance at beginning of period		-		
Fund balance at end of period		<u><u>\$8,497,650</u></u>		

*\$3.5M of Customer Relief & Community Resiliency efforts aimed at providing bill credits to customers is reflected as a reduction in sales revenue on the main Operating Fund budget. Accordingly, this amount is not reflected in the CRCR budget presented above.

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	\$ 12,888,540
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position	
Subtract depreciation expense	(36,373)
Subtract program expense not in operating budget	(1,521,938)
Subtract CRCR expense not in operating budget	(2,350)
Add back transfer to Program fund	6,360,000
Add back transfer to Customer Relief & Community Resiliency fund	8,500,000
Add back capital asset acquisition	<u>14,151</u>
Change in Net Position	<u><u>26,202,030</u></u>

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2019 through May 31, 2020

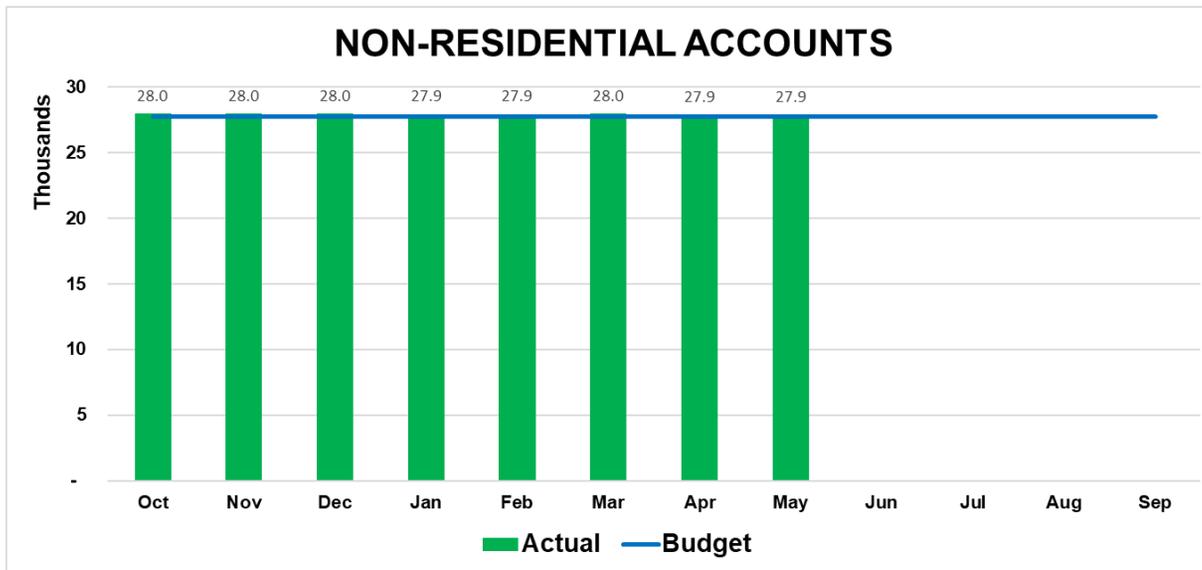
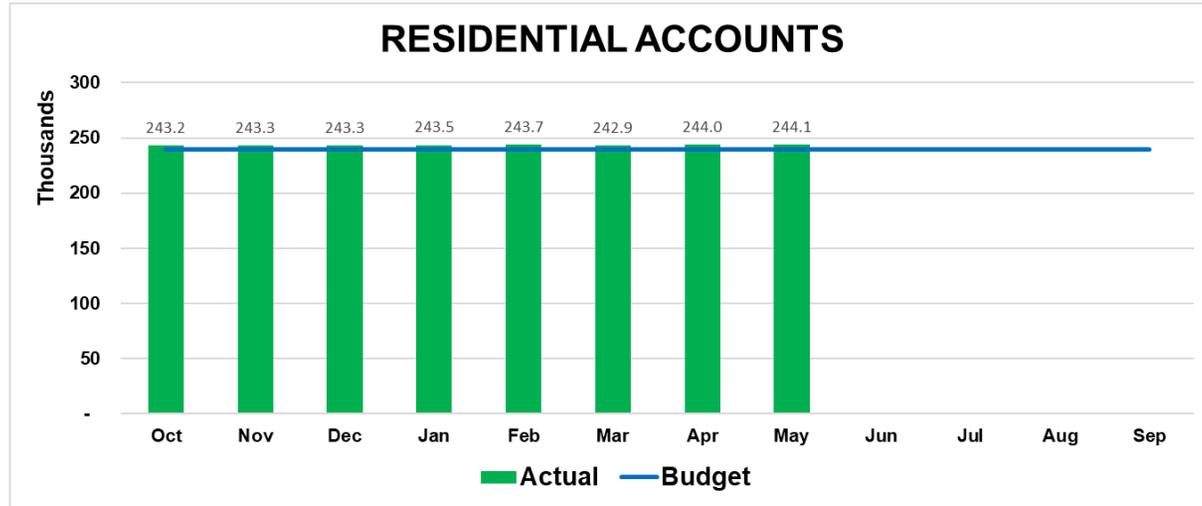
	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	\$ 30,729,014	\$ 21,850,841	\$ 20,977,174	\$ 22,440,755	\$ 19,670,594	\$ 20,459,015	\$ 19,447,436	\$ 23,937,575					\$ 179,512,404
Green electricity premium	117,448	97,649	111,859	121,089	103,324	120,092	102,355	80,481					854,297
Liquidated damages	-	-	-	-	-	-	6,600,000	-					6,600,000
Other income	40,200	53,094	-	29,662	23,767	-	-	22,906					169,629
Total operating revenues	30,886,662	22,001,584	21,089,033	22,591,506	19,797,685	20,579,107	26,149,791	24,040,962	-	-	-	-	187,136,330
OPERATING EXPENSES													
Cost of electricity	15,346,608	15,251,256	15,587,871	19,473,377	19,046,944	26,186,358	20,343,763	20,716,921					151,953,098
Staff compensation and benefits	358,403	325,710	427,518	371,306	350,980	411,965	384,658	400,351					3,030,891
Data manager	291,256	290,953	291,025	260,475	261,133	261,253	259,596	260,000					2,175,691
Service fees - PG&E	96,070	95,877	95,882	95,000	96,846	96,840	97,800	96,020					770,335
Consultants and other professional fees	249,638	266,760	499,433	353,118	488,259	354,922	292,217	381,993					2,886,340
General and administration	153,979	210,400	211,420	183,108	30,495	199,289	110,396	103,391					1,202,478
Depreciation	4,375	4,375	4,560	4,612	4,612	4,612	4,612	4,612					36,370
Total operating expenses	16,500,329	16,445,331	17,117,709	20,740,996	20,279,269	27,515,239	21,493,042	21,963,288	-	-	-	-	162,055,203
Operating income (loss)	14,386,333	5,556,253	3,971,324	1,850,510	(481,584)	(6,936,132)	4,656,749	2,077,674	-	-	-	-	25,081,127
NONOPERATING REVENUES (EXPENSES)													
Interest income	180,933	184,968	196,888	206,014	185,526	188,324	144,189	140,441					1,427,283
Financing costs	(135,103)	(9,316)	(9,315)	(9,316)	(29,844)	(9,315)	(9,316)	(94,855)					(306,380)
Total nonoperating revenues (expenses)	45,830	175,652	187,573	196,698	155,682	179,009	134,873	45,586	-	-	-	-	1,120,903
CHANGE IN NET POSITION	\$ 14,432,163	\$ 5,731,905	\$ 4,158,897	\$ 2,047,208	\$ (325,902)	\$ (6,757,123)	\$ 4,791,622	\$ 2,123,260	\$ -	\$ -	\$ -	\$ -	\$ 26,202,030

**SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2019 through May 31, 2020**

Return on Investments	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>YTD Total</u>
<i>Money Market</i>	\$180,933	\$184,968	\$196,888	\$206,014	\$185,526	\$188,324	\$144,189	\$140,441	\$0	\$0	\$0	\$0	\$1,427,283
<hr/>													
Portfolio Invested													
<i>Average daily portfolio available to invest*</i>	114,832,942	124,956,925	140,310,822	148,981,775	150,166,653	\$149,893,470	151,620,999	158,860,920					
<i>Average daily portfolio invested</i>	102,127,452	120,538,388	130,715,414	137,957,394	137,649,041	\$139,005,163	140,220,462	149,136,404					
<i>% of average daily portfolio invested</i>	88.9%	96.5%	93.2%	92.6%	91.7%	92.7%	92.5%	93.9%					
<hr/>													
Detail of Portfolio													
	<u>Opening Rate</u>		<u>May Rate</u>		<u>Carrying Value</u>		<u>Interest Earned</u>						
<i>Money Market - River City Bank</i>	1.26%		1.13%		\$143,166,290		\$140,231						

* Note: Balance available to invest does not include lockbox or debt serve reserve funds.

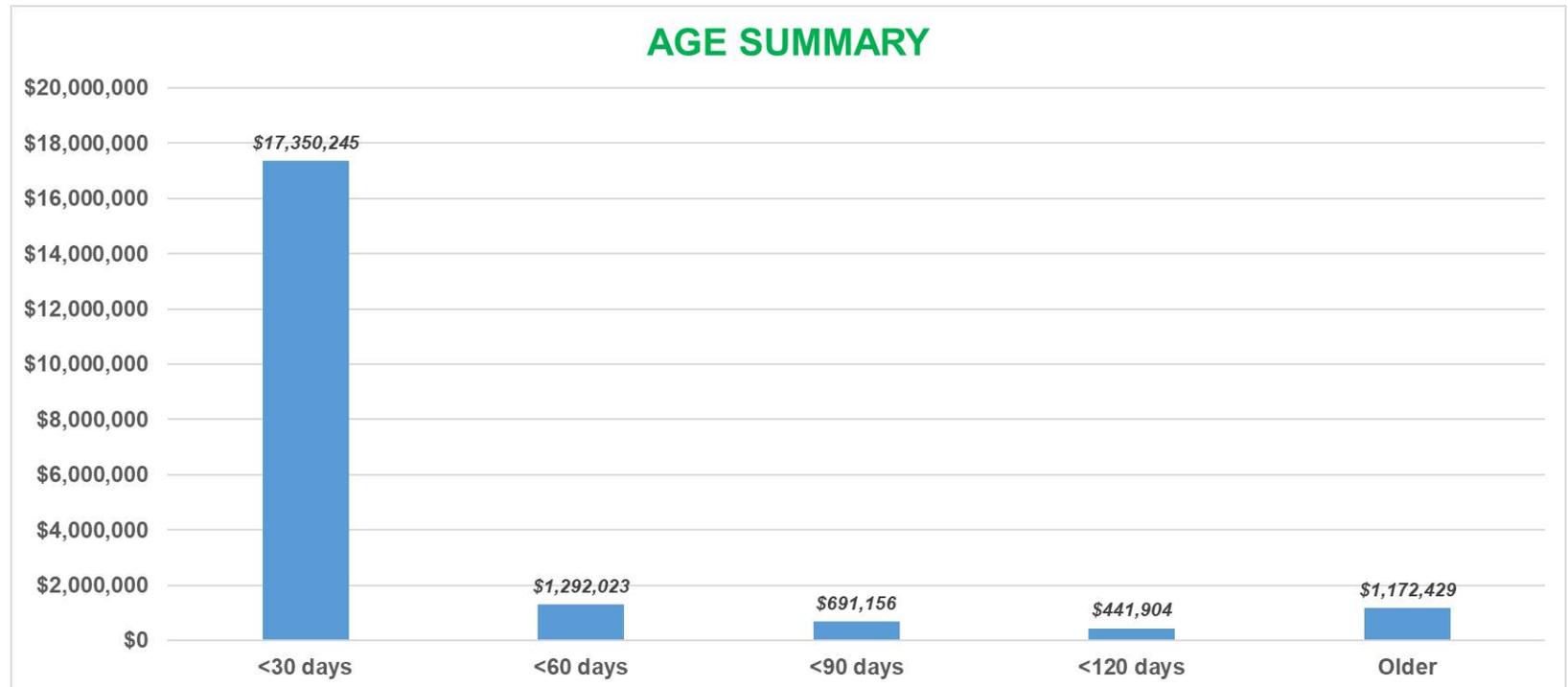
CUSTOMER ACCOUNTS



SILICON VALLEY CLEAN ENERGY AUTHORITY ACCOUNTS RECEIVABLE AGING REPORT

	December	January	February	March	April	May
0 to 30 days	86.6%	84.7%	88.3%	87.9%	82.6%	82.8%
31 to 60 days	4.9%	5.1%	4.6%	4.1%	7.9%	6.2%
61 to 90 days	3.0%	2.4%	1.8%	1.8%	2.5%	3.3%
91 to 120 days	0.8%	1.6%	0.9%	1.3%	1.5%	2.1%
Over 120 days	4.7%	6.2%	4.4%	4.9%	5.6%	5.6%

Accounts Receivable Days
41 DAYS
\$20,947,757
TOTAL DUE
Bad Debt % (<i>Budget</i>)
0.5%





TREASURER REPORT

**Fiscal Year to Date
As of June 30, 2020**

(Preliminary & Unaudited)

Issue Date: September 9, 2020

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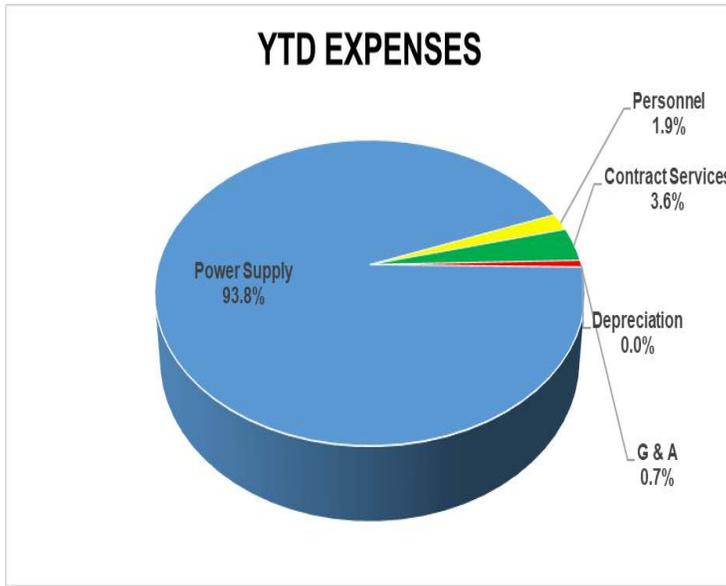
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SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights (\$ in 000's)

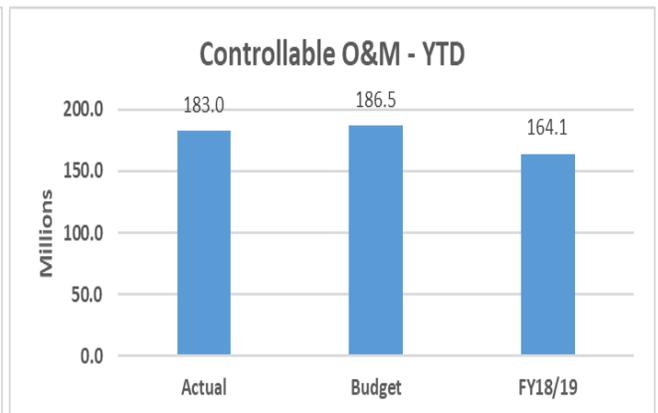
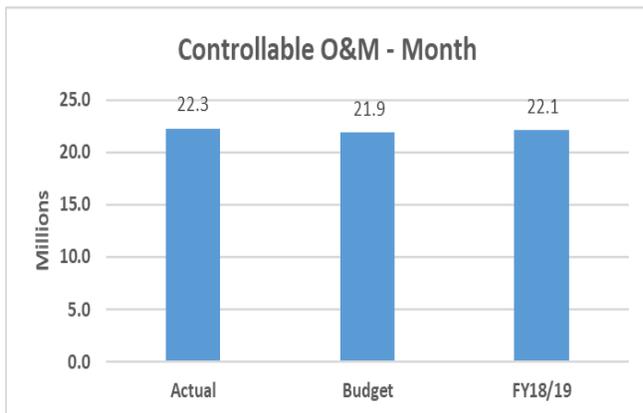
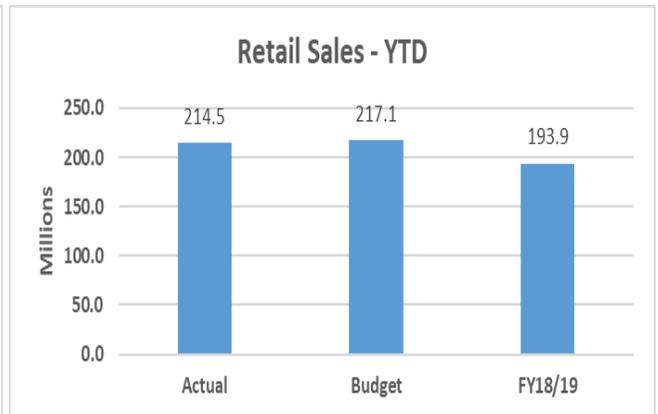
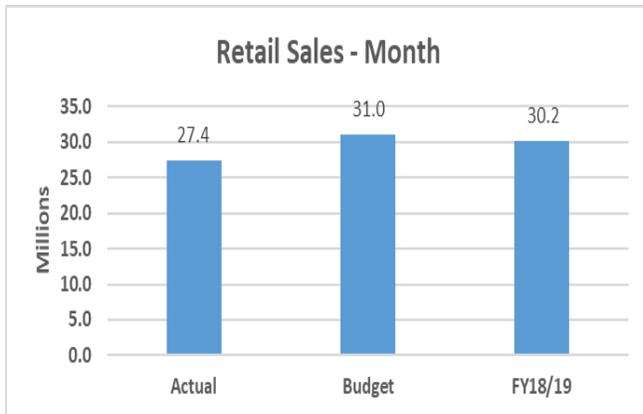
Financial Highlights for the month of June 2020:

- > SVCE operations resulted in a positive change in net position for the month of \$5.1 million and year-to-date change in net position of \$31.3 million.
- > Retail GWh sales for the month landed 2% above budget.
- > YTD operating margin of \$41.4 million or 19.3% is slightly below budget expectations of a 20% operating margin at this point in the fiscal year.
- > Power Supply costs are 0.4% below budget year-to-date.
- > SVCE is investing ~95% of available funds generating year-to-date investment income of \$1.5 million

Change in Net Position	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Actual	14,432	5,732	4,159	2,047	(326)	(6,757)	4,792	2,123	5,086				31,288	50,910
Power Supply Costs	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Energy & REC's	12,881	13,068	13,525	15,681	15,771	23,555	18,474	16,876	17,160				146,991	
Wholesale Sales	(807)	(9)	(10)	(21)	(46)	(106)	(34)	(56)	(209)				(1,298)	
Capacity	2,185	1,581	1,757	1,673	1,674	1,939	1,787	1,804	2,822				17,223	
CAISO Charges	451	400	763	678	715	1,211	408	526	(234)				4,917	
NEM Expense	155	(43)	(223)	(275)	(60)	5	(326)	387	723				343	
Charge/Credit (IST/Net Rev)	482	254	(224)	1,736	993	(417)	36	1,179	865				4,904	
Net Power Costs	15,347	15,251	15,588	19,473	19,047	26,186	20,344	20,717	21,128	-	-	-	173,081	245,340
Other	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Capital Expenditures	-	6	6	2	-	-	-	-	-				14	400
Energy Programs	51	101	127	145	102	668	126	202	(50)				1,421	6,360
Load Statistics - GWh	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Adopted Budget
Retail Sales Actual	325	314	332	334	304	311	287	318	328				2,853	
Retail Sales Budget	325	318	335	329	311	316	308	307	321	360	348	339	3,916	3,916



Other Statistics and Ratios	
Working Capital	\$174,015,731
Current Ratio	5.6
Operating Margin	19%
Expense Coverage Days	215
Expense Coverage Days w/ LOC	261
Long-Term Debt	\$0
Total Accounts	271,970
Opt-Out Accounts (Month)	26
Opt-Out Accounts (FYTD)	527
Opt-Up Accounts (Month)	(12)
Opt-Up Accounts (FYTD)	77



SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION As of June 30, 2020

ASSETS

Current Assets

Cash & Cash Equivalents	\$	159,063,495
Accounts Receivable, net of allowance		25,042,652
Market settlements receivable		-
Accrued Revenue		17,536,984
Other Receivables		269,034
Prepaid Expenses		4,446,044
Deposits		885,826
Restricted cash		5,000,000

Total Current Assets		212,244,035
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Noncurrent assets

Capital assets, net of depreciation		121,207
Deposits		145,630

Total Noncurrent Assets		266,837
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Total Assets		212,510,872
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LIABILITIES

Current Liabilities

Accounts Payable		1,094,628
Accrued Cost of Electricity		35,612,706
Accrued Payroll & Benefits		532,272
Other accrued liabilities		7,373
User Taxes and Energy Surcharges due to other gov'ts		953,005
Supplier Security Deposits		28,320

Total Current Liabilities		38,228,304
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NET POSITION

Net investment in capital assets		121,207
Restricted for security collateral		5,000,000
Unrestricted (deficit)		169,161,361
Total Net Position	\$	174,282,568

SILICON VALLEY CLEAN ENERGY AUTHORITY

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

October 1, 2019 through June 30, 2020

OPERATING REVENUES

Electricity Sales, Net	\$ 206,780,423
GreenPrime electricity premium	968,779
Liquidated damages	6,600,000
Other Income	169,629

TOTAL OPERATING REVENUES **214,518,831**

OPERATING EXPENSES

Cost of Electricity	173,079,682
Contract services	6,561,780
Staff compensation and benefits	3,436,812
General & Administrative	1,337,556
Depreciation	40,982

TOTAL OPERATING EXPENSES **184,456,812**

OPERATING INCOME(LOSS) **30,062,019**

NONOPERATING REVENUES (EXPENSES)

Interest Income	1,531,972
Financing costs	(306,380)

TOTAL NONOPERATING EXPENSES **1,225,592**

CHANGE IN NET POSITION 31,287,611

Net Position at beginning of period 142,994,957

Net Position at end of period **\$ 174,282,568**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2019 through June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 218,985,489
Liquidated damages	6,600,000
Other operating receipts	2,400,105
Payments to suppliers for electricity	(173,929,770)
Payments for other goods and services	(7,804,560)
Payments for staff compensation and benefits	(3,259,732)
Tax and surcharge payments to other governments	(4,252,995)
Net cash provided (used) by operating activities	<u>38,738,537</u>

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Finance costs paid	(241,170)
Net cash provided (used) by non-capital financing activities	<u>(241,170)</u>

**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

Acquisition of capital assets	<u>(14,150)</u>
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**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

Interest income received	<u>1,531,972</u>
--------------------------	------------------

Net change in cash and cash equivalents	40,015,189
Cash and cash equivalents at beginning of year	<u>124,048,306</u>
Cash and cash equivalents at end of period	<u>\$ 164,063,495</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)

October 1, 2019 through June 30, 2020

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

Operating Income (loss)	\$ 30,062,019
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	40,982
Revenue reduced for uncollectible accounts	834,317
(Increase) decrease in net accounts receivable	4,399,844
(Increase) decrease in energy settlements receivable	166,657
(Increase) decrease in other receivables	(251,134)
(Increase) decrease in accrued revenue	2,035,116
(Increase) decrease in prepaid expenses	(3,177,339)
(Increase) decrease in current deposits	1,358,160
Increase (decrease) in accounts payable	148,581
Increase (decrease) in accrued payroll & benefits	177,080
Increase (decrease) in energy settlements payable	(143,032)
Increase (decrease) in accrued cost of electricity	3,623,429
Increase (decrease) in accrued liabilities	(250,157)
Increase (decrease) in taxes and surcharges due to other governments	(285,986)
Net cash provided (used) by operating activities	<u>\$ 38,738,537</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2019 through June 30, 2020

	FYTD Actual	FYTD Budget	Variance \$	%	FY 2019-20 Budget	FY 2019-20 Remaining Budget
OPERATING REVENUES						
Energy Sales	\$206,780,423	\$216,353,528	-\$9,573,105	-4%	\$317,230,000	\$110,449,577
Green Prime Premium	968,779	688,542	280,237	41%	940,000	(28,779)
Liquidated Damages	6,600,000	-	6,600,000		-	
Other Income	169,629	37,500	132,129	352%	50,000	(119,629)
TOTAL OPERATING REVENUES	214,518,831	217,079,570	(2,560,739)	-1%	318,220,000	110,301,169
ENERGY EXPENSES						
Power Supply	173,079,682	173,749,486	(669,804)	0%	245,340,000	72,260,318
Operating Margin	41,439,149	43,330,084	(1,890,935)	-4%	72,880,000	
OPERATING EXPENSES						
Data Management	2,437,769	2,644,132	(206,363)	-8%	3,530,000	1,092,231
PG&E Fees	866,641	1,009,578	(142,937)	-14%	1,350,000	483,359
Salaries & Benefits	3,436,812	4,120,019	(683,207)	-17%	5,490,000	2,053,188
Professional Services	1,729,337	2,849,250	(1,119,913)	-39%	3,710,000	1,980,663
Marketing & Promotions	405,036	724,886	(319,850)	-44%	960,000	554,964
Notifications	69,088	84,500	(15,412)	-18%	160,000	90,912
Lease	290,499	450,000	(159,501)	-35%	600,000	309,501
General & Administrative	650,691	835,000	(184,309)	-22%	1,150,000	499,309
TOTAL OPERATING EXPENSES	9,885,873	12,717,365	(2,831,492)	-22%	16,950,000	7,064,127
OPERATING INCOME/(LOSS)	31,553,276	30,612,719	940,557	3%	55,930,000	24,376,724
NON-OPERATING REVENUES						
Investment Income	1,531,972	1,102,125	429,847	39%	1,470,000	(61,972)
Grant Income	-	121,875	(121,875)	-100%	160,000	160,000
TOTAL NON-OPERATING REVENUES	1,531,972	1,224,000	307,972	25%	1,630,000	98,028
NON-OPERATING EXPENSES						
Financing	306,380	157,093	149,287	95%	180,000	(126,380)
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	14,151	350,000	(335,849)	-96%	400,000	385,849
Refund of Bond (Cash Inflow)	-	-	-	0%	(100,000)	(100,000)
Financial Security Requirement	-	-	-	0%	147,000	147,000
Transfer to Program Fund	6,360,000	6,360,000	-	0%	6,360,000	-
Transfer to CRCR Fund	8,500,000	8,500,000	-		8,500,000	-
TOTAL OTHER USES	14,874,151	15,210,000	(335,849)	-2%	15,307,000	432,849
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	\$17,904,717	\$16,469,626	\$1,435,091	9%	\$42,073,000	

**SILICON VALLEY CLEAN ENERGY AUTHORITY
PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2019 through June 30, 2020**

REVENUE & OTHER SOURCES:	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET REMAINING</u>	<u>ACTUAL/ BUDGET</u>
Transfer from Operating Fund	\$6,360,000	\$6,360,000	\$0	100%
EXPENDITURES & OTHER USES:				
Program expenditures	6,360,000	1,420,506	4,939,494	22.3%
Net increase (decrease) in fund balance	<u>\$0</u>	<u>\$4,939,494</u>		
Fund balance at beginning of period		-		
Fund balance at end of period		<u>\$4,939,494</u>		

**CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2019 through June 30, 2020**

REVENUE & OTHER SOURCES:	<u>BUDGET</u>	<u>ACTUAL</u>	<u>REMAINING</u>	<u>BUDGET</u>
Transfer from Operating Fund *	\$8,500,000	\$8,500,000	\$0	100%
EXPENDITURES & OTHER USES:				
Program expenditures *	8,500,000	29,766	8,470,234	0.4%
Net increase (decrease) in fund balance	<u>\$0</u>	<u>\$8,470,234</u>		
Fund balance at beginning of period		-		
Fund balance at end of period		<u>\$8,470,234</u>		

*\$3.5M of Customer Relief & Community Resiliency efforts aimed at providing bill credits to customers is reflected as a reduction in sales revenue on the main Operating Fund budget. Accordingly, this amount is not reflected in the CRCR budget presented above.

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	\$ 17,904,717
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position	
Subtract depreciation expense	(40,985)
Subtract program expense not in operating budget	(1,420,506)
Subtract CRCR expense not in operating budget	(29,766)
Add back transfer to Program fund	6,360,000
Add back transfer to Customer Relief & Community Resiliency fund	8,500,000
Add back capital asset acquisition	14,151
Change in Net Position	<u>31,287,611</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2019 through June 30, 2020

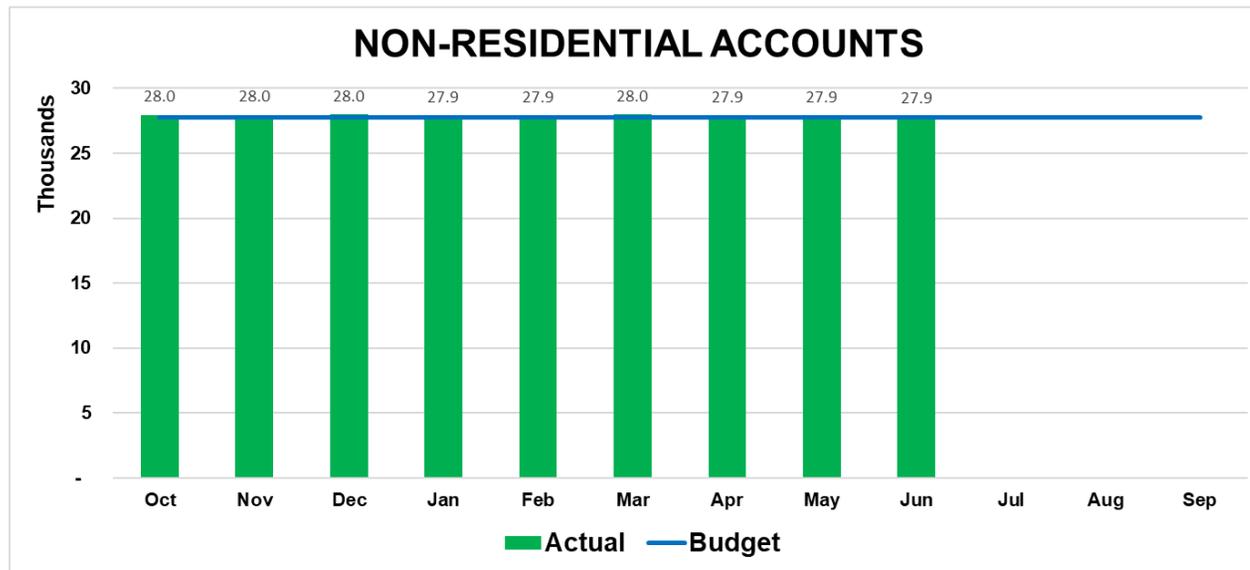
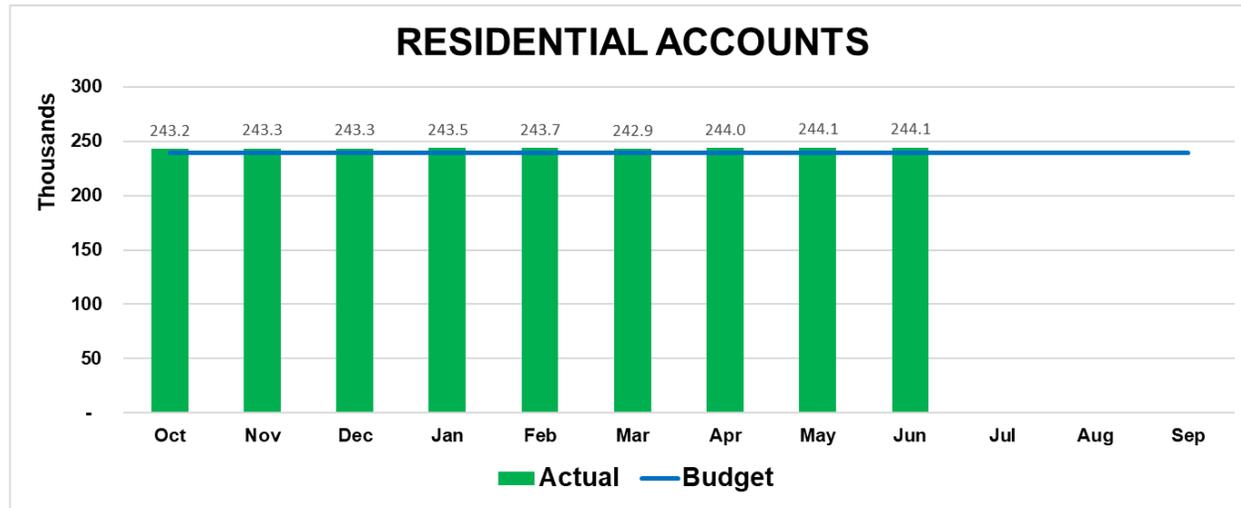
	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	\$ 30,729,014	\$ 21,850,841	\$ 20,977,174	\$ 22,440,755	\$ 19,670,594	\$ 20,459,015	\$ 19,447,436	\$ 23,937,575	\$ 27,268,019				\$ 206,780,423
Green electricity premium	117,448	97,649	111,859	121,089	103,324	120,092	102,355	80,481	114,482				968,779
Liquidated damages	-	-	-	-	-	-	6,600,000	-	-				6,600,000
Other income	40,200	53,094	-	29,662	23,767	-	-	22,906	-				169,629
Total operating revenues	<u>30,886,662</u>	<u>22,001,584</u>	<u>21,089,033</u>	<u>22,591,506</u>	<u>19,797,685</u>	<u>20,579,107</u>	<u>26,149,791</u>	<u>24,040,962</u>	<u>27,382,501</u>	-	-	-	<u>214,518,831</u>
OPERATING EXPENSES													
Cost of electricity	15,346,608	15,251,256	15,587,871	19,473,377	19,046,944	26,186,358	20,343,763	20,716,921	21,126,584				173,079,682
Staff compensation and benefits	358,403	325,710	427,518	371,306	350,980	411,965	384,658	400,351	405,921				3,436,812
Data manager	291,256	290,953	291,025	260,475	261,133	261,253	259,596	260,000	262,078				2,437,769
Service fees - PG&E	96,070	95,877	95,882	95,000	96,846	96,840	97,800	96,020	96,306				866,641
Consultants and other professional fees	249,638	266,760	499,433	353,118	488,259	354,922	292,217	381,993	371,030				3,257,370
General and administration	153,979	210,400	211,420	183,108	30,495	199,289	110,396	103,391	135,078				1,337,556
Depreciation	4,375	4,375	4,560	4,612	4,612	4,612	4,612	4,612	4,612				40,982
Total operating expenses	<u>16,500,329</u>	<u>16,445,331</u>	<u>17,117,709</u>	<u>20,740,996</u>	<u>20,279,269</u>	<u>27,515,239</u>	<u>21,493,042</u>	<u>21,963,288</u>	<u>22,401,609</u>	-	-	-	<u>184,456,812</u>
Operating income (loss)	<u>14,386,333</u>	<u>5,556,253</u>	<u>3,971,324</u>	<u>1,850,510</u>	<u>(481,584)</u>	<u>(6,936,132)</u>	<u>4,656,749</u>	<u>2,077,674</u>	<u>4,980,892</u>	-	-	-	<u>30,062,019</u>
NONOPERATING REVENUES (EXPENSES)													
Interest income	180,933	184,968	196,888	206,014	185,526	188,324	144,189	140,441	104,689				1,531,972
Financing costs	(135,103)	(9,316)	(9,315)	(9,316)	(29,844)	(9,315)	(9,316)	(94,855)	-				(306,380)
Total nonoperating revenues (expenses)	<u>45,830</u>	<u>175,652</u>	<u>187,573</u>	<u>196,698</u>	<u>155,682</u>	<u>179,009</u>	<u>134,873</u>	<u>45,586</u>	<u>104,689</u>	-	-	-	<u>1,225,592</u>
CHANGE IN NET POSITION	\$ 14,432,163	\$ 5,731,905	\$ 4,158,897	\$ 2,047,208	\$ (325,902)	\$ (6,757,123)	\$ 4,791,622	\$ 2,123,260	\$ 5,085,581	\$ -	\$ -	\$ -	\$ 31,287,611

**SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2019 through June 30, 2020**

Return on Investments	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>YTD Total</u>
<i>Money Market</i>	\$180,933	\$184,968	\$196,888	\$206,014	\$185,526	\$188,324	\$144,189	\$140,441	\$104,689	\$0	\$0	\$0	\$1,531,972
<hr/>													
Portfolio Invested													
<i>Average daily portfolio available to invest*</i>	114,832,942	124,956,925	140,310,822	148,981,775	150,166,653	\$149,893,470	149,632,269	158,860,920	149,632,269				
<i>Average daily portfolio invested</i>	102,127,452	120,538,388	130,715,414	137,957,394	137,649,041	\$139,005,163	141,669,779	149,136,404	141,669,779				
<i>% of average daily portfolio invested</i>	88.9%	96.5%	93.2%	92.6%	91.7%	92.7%	94.7%	93.9%	94.7%				
<hr/>													
Detail of Portfolio													
	<u>Opening Rate</u>	<u>June Rate</u>		<u>Carrying Value</u>		<u>Interest Earned</u>							
<i>Money Market - River City Bank</i>	1.26%	0.89%		\$138,270,979		\$104,689							

* Note: Balance available to invest does not include lockbox or debt serve reserve funds.

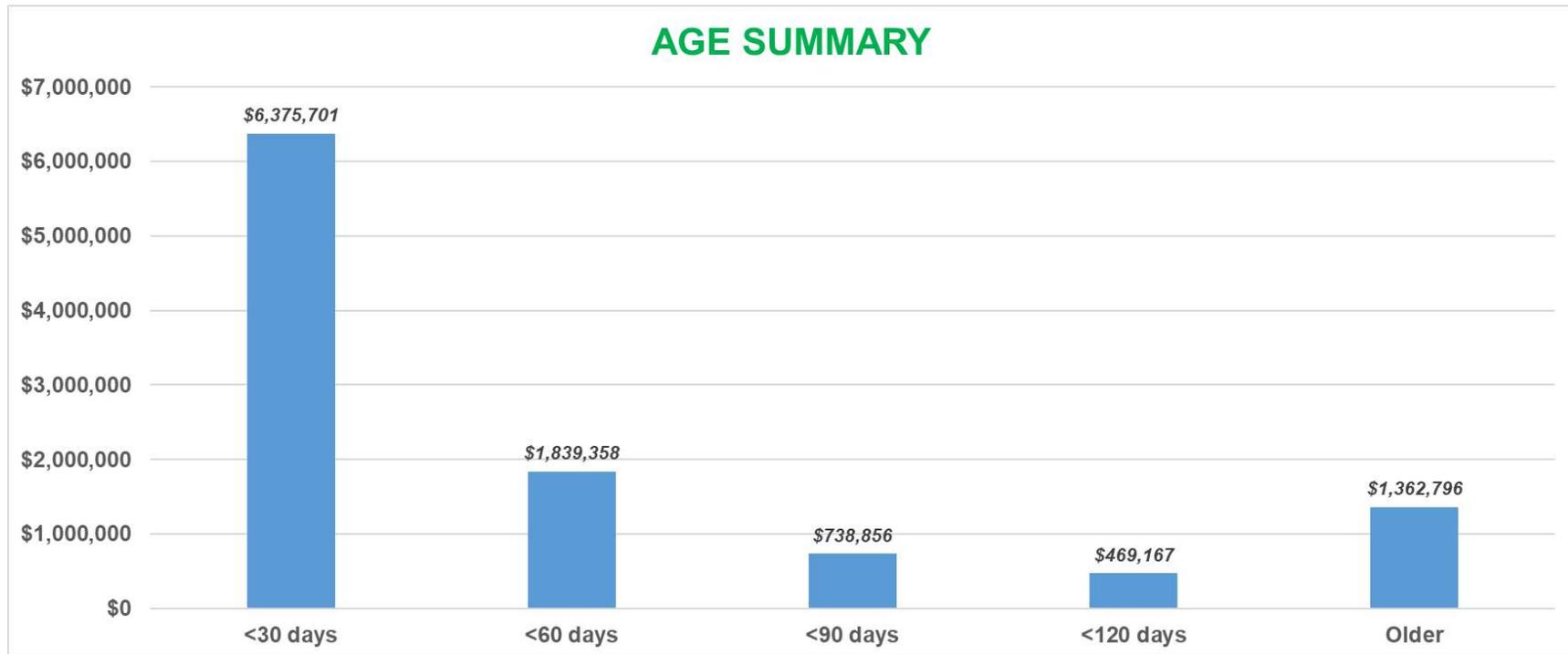
CUSTOMER ACCOUNTS



SILICON VALLEY CLEAN ENERGY AUTHORITY ACCOUNTS RECEIVABLE AGING REPORT

	December	January	February	March	April	May	June
0 to 30 days	86.6%	84.7%	88.3%	87.9%	82.6%	82.8%	59.1%
31 to 60 days	4.9%	5.1%	4.6%	4.1%	7.9%	6.2%	17.1%
61 to 90 days	3.0%	2.4%	1.8%	1.8%	2.5%	3.3%	6.9%
91 to 120 days	0.8%	1.6%	0.9%	1.3%	1.5%	2.1%	4.3%
Over 120 days	4.7%	6.2%	4.4%	4.9%	5.6%	5.6%	12.6%

Accounts Receivable Days
18 DAYS
\$10,785,878
TOTAL DUE
Bad Debt % (Budget)
0.5%





Staff Report – Item 1d

Item 1d: Approve Amendment No. 3 to Employment Agreement for Chief Executive Officer

To: Silicon Valley Clean Energy Board of Directors

From: Greg Stepanicich, General Counsel

Date: 9/9/2020

RECOMMENDATION

The CEO Employment Agreement Ad Hoc Committee recommends approving Amendment No. 3 to the Employment Agreement for Chief Executive Officer ("CEO Contract").

BACKGROUND

Girish Balachandran was hired as the Chief Executive Officer ("CEO") on February 19, 2018 pursuant to an employment agreement. This contract was amended later in 2018 and 2019 after the CEO's performance evaluation in those years. The 2020 performance evaluation of the CEO has been completed and a salary increase is being proposed along with a change to the term of the contract to coincide with SVCE's fiscal year.

ANALYSIS & DISCUSSION

Amendment No. 3 to the CEO Contract makes the following changes to the CEO Contract:

1. Increases the CEO annual salary from \$315,000 to \$351,000 per year. The salary increase will be effective on October 4, 2020.
2. Changes the term of the contract to run concurrently with SVCE's fiscal year so that the contract term runs from October 1, 2020 to September 30, 2021. If notice of non-renewal is not given by either party three months prior to the end of the term, the contract will renew for successive one-year periods.

ATTACHMENT

1. Amendment No. 3 to Employment Agreement for Chief Executive Officer

**AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT FOR
CHIEF EXECUTIVE OFFICER**

The Employment Agreement, dated December 13, 2017, between the Silicon Valley Clean Energy Authority (SVCEA or Employer) and Girish Balachandran, an individual, (Employee) as amended by Amendment No. 1 and Amendment No. 2 is further amended by this Amendment No. 3, effective October 4, 2020.

- A. SVCEA and Employee entered into an Employment Agreement (Agreement), as identified above, providing for the employment of Employee as Chief Executive Officer of SVCEA, commencing on February 19, 2018.
- B. In 2018 and 2019, the Board of Directors approved Amendment No. 1 and No. 2 to the Agreement providing for a salary increase and amending other provisions relating to the CEO evaluation process and certain benefits.
- C. The parties desire to further amend the Agreement with this Amendment No. 3 to provide for a revised term of the Agreement to coincide with SVCE's fiscal year and an annual salary increase.

NOW, THEREFORE, the parties desire to amend the Agreement as follows:

1. Section 4, titled "Term" is amended as follows:

Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall commence on October 1, 2020 and end on September 30, 2021. If notice of non-renewal is not given by either PARTY three months prior to the termination date, this Agreement shall renew for successive one-year terms, from October 1 to September 30 of succeeding years.

2. Section 5, titled "Salary" is amended to read in full as follows:

Salary. Effective October 4, 2020, SVCEA shall pay Employee a base salary of \$351,000 per year, prorated and paid on SVCEA's normal paydays, subject to legally permissible or required deductions. Employee's salary is compensation for all hours worked and for all services under this Agreement. Employee shall be exempt from overtime pay provisions of California law (if any) and federal law. Employee's salary may be adjusted periodically to reflect cost of living increases and merit increases.

3. Except as expressly amended by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Silicon Valley Clean Energy Authority

Employee

Chair, Board of Directors

Girish Balachandran

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Gregory W. Stepanicich
General Counsel

ATTEST:

Secretary/Clerk



Staff Report – Item 1e

Item 1e: **Adopt Resolution Authorizing the Chief Executive Officer to Grant 20 days of Paid-Time-Off to Employees Affected by Publicly-Declared Emergencies**

From: Girish Balachandran, CEO

Prepared by: Kevin Armstrong, Administrative Services Manager

Date: 9/9/2020

RECOMMENDATION

Staff recommends the Board of Directors adopt Resolution 2020-21, which authorizes the Chief Executive Officer to grant 20 days paid-time-off (PTO) to employees affected by publicly-declared emergency situations through September 30, 2021. These situations would include, but are not limited to COVID-19, wildfires, public safety power shutoffs, and earthquakes. This “emergency PTO” would be available for events large enough to spur an emergency declaration by either local authorities or the state of California; this resolution would amend and replace Resolution 2020-18.

EXECUTIVE COMMITTEE RECOMMENDATION

The Executive Committee recommends the Board approve this Staff recommendation. At the August 28, 2020 meeting, the Executive Committee discussed changing the report to include a broader set of emergency situations beyond wildfires, which were the initial focus of the staff report. In addition, the Executive Committee recommended extending the CEO’s authority to provide emergency PTO through the end of the upcoming fiscal year on September 30, 2021.

BACKGROUND

Over the past several years, wildfires in California have increased in number, severity, and proximity to populated areas. Additionally, due to increased wildfire risk, PG&E began instituting public safety power shutoff (PSPS) events during the late 2019 wildfire season. Other natural disasters, such as earthquakes, could prove equally disruptive, but are wholly unpredictable.

Recently, on August 16, 2020, lightning storms struck the Bay Area, starting two large fire complexes (collections of many smaller fires that eventually merge together) in Santa Clara County – the SCU Lightning Complex to the east of San Jose, and the CZU Lightning Complex, straddling the Santa Clara / Santa Cruz County line. On August 19, 2020, Governor Newsom declared a state of emergency. Several SVCE staff have already been displaced from their homes due to wildfire proximity or air quality levels reaching hazardous levels.

On March 11, 2020, the Board of Directors adopted Resolution 2020-11 authorizing the Chief Executive Officer to grant up to 20 days of additional paid-time-off to employees for reasons related to COVID-19 for ninety days. The Board approved a resolution in June to extend the Chief Executive Officer’s authority through December 31, 2020 with Resolution 2020-18.

ANALYSIS & DISCUSSION

In the unfortunate event that an employee is evacuated due to a local emergency, they would most likely be impacted significantly with the tasks needed to protect and preserve their families and their homes. The

Agenda Item: 1e**Agenda Date: 9/9/2020**

amended Resolution provides financial security during a time of high anxiety by allowing the employee to draw upon the 20 additional days of PTO before using their accrued PTO. The benefit will be applied on a case-by-case review.

Staff anticipates the possibility that wildfire and PSPS events will continue to threaten staff this coming year but cannot anticipate every natural hazard / emergency. As these events are fluid and unpredictable in nature, staff recommends that "emergency PTO" be enabled when either local authorities or the state of California declare a state of emergency. As new information is provided, further recommendations from staff may be forthcoming to the Board. We intend to utilize this flexibility, if approved by the Board, for the emergency events that took place in August 2020.

STRATEGIC PLAN

The recommendation supports the "Health and Welfare" goals of the strategic plan.

ALTERNATIVE

Staff is open to suggestions from the Board.

FISCAL IMPACT

This recommendation will have a minimal fiscal impact to the agency if an employee is affected.

ATTACHMENT

1. Resolution 2020-21 Authorizing the Chief Executive Officer to Grant 20 Days Paid-Time-Off to Employees Affected by Publicly-Declared Emergencies

**SILICON VALLEY CLEAN ENERGY AUTHORITY
RESOLUTION NO. 2020-21**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO GRANT 20 DAYS PAID-TIME-OFF TO EMPLOYEES AFFECTED BY PUBLICLY-DECLARED EMERGENCIES

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, Governor Newsom of California declared a state of emergency in response to the Coronavirus (“COVID-19”) on March 2, 2020; and

WHEREAS, on February 3, 2020 the Director of Emergency Services of the County of Santa Clara proclaimed a local emergency based on conditions of extreme peril to the safety of persons and property in Santa Clara County resulting from COVID-19; and

WHEREAS, Governor Newsom of California declared a state of emergency in response to the extensive lightning-caused wildfire complexes on August 19, 2020; and

NOW THEREFORE, the Board of Directors of the Silicon Valley Clean Energy Authority hereby resolves:

SECTION 1. In response to the potential impact to the Authority and its employees from emergencies declared by either local authorities or the State of California, the Board hereby authorizes the Chief Executive Officer through September 30, 2021 to grant up to twenty (20) days of additional emergency Paid-Time-Off to employees for reasons related to COVID-19, wildfires, earthquakes, or other publicly-declared emergencies. The Chief Executive Officer is authorized to grant paid-time-off retroactively for the events that occurred in August 2020.

SECTION 2. Resolution No. 2020-18 is hereby rescinded.

PASSED AND ADOPTED this 9th day of September 2020, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Gibbons				
City of Cupertino	Director Sinks				
City of Gilroy	Director Tovar				
City of Los Altos	Director Fligor				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Montano				
City of Monte Sereno	Director Ellahie				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Ellenberg				
City of Saratoga	Director Miller				
City of Sunnyvale	Director Smith				

Chair

ATTEST:

Andrea Pizano, Board Secretary



Staff Report – Item 1f

Item 1f: Adopt Resolution Approving Establishment of SVCE Generation Rates for B1, B19, and B20 for Commercial Customers with Connected Energy Storage Devices

From: Girish Balachandran, CEO

Prepared by: Don Bray, Director of Account Services and Community Relations
Peyton Parks, Energy Consultant

Date: 9/9/2020

RECOMMENDATION

Adopt Resolution 2020-22 approving addition of new SVCE generation rates for commercial customers with connected energy storage devices (ST) for rate classes B1, B19, and B20 effective September 1, 2020 to correspond with new PG&E rates.

BACKGROUND

In November 2019, the SVCE Board of Directors voted to create SVCE generation rates for a new class of PG&E commercial rates that are collectively called the "B-Rates." The motivation for the creation of B rates was to adjust the legacy peak-time pricing of 'A' and 'E' commercial rates (12 p.m. to 6 p.m.) to one that better matched the grid's actual peak period of 4 p.m. to 9 p.m. New customers enrolled in electric service after November 1st, 2019 were automatically enrolled in B rates. Existing customers could choose to elect B rates or to retain their legacy rates until November 2020 when B rates will become mandatory for all commercial customers.

Within this larger group of B rates, a special rate rider 'R' was created for large commercial customers with on-site solar PV systems. B19 (large commercial) and B20 (industrial) customers with PV systems generating 15% of their annual load qualify to participate in option R, which greatly reduces the charges associated with electrical demand while increasing the cost of energy per kWh. By offering reduced total demand charges and a greater value of exchange for energy under a Net Metering agreement option R represents a significant incentive for commercial customers served by these rate classes to invest in PV self-generation.

While option R may result in a monetary savings to the individual customers with PV, both PG&E and SVCE understand that PV systems not paired with energy storage systems are more likely to contribute to the duck curve problem - the steep ramping of natural gas generation units required as the sun begins to set each day. To reduce ramping requirements, more energy storage capacity is needed on the grid. Energy storage systems also help improve resiliency at critical facilities, including community centers, medical facilities, and cooling stations. Concerns for energy resiliency have grown in the past year, with the occurrence of PSPS events last fall and the August 2020 heat wave and wildfires.

PG&E hopes to encourage the installation of more energy storage at commercial customer sites by offering the 'ST' rider for small and large commercial rates B1, B19, and B20. ST rates will function similarly to R rates for B19 and B20 in that customers will pay a decreased demand charge in exchange for an increased charge per kWh for energy. B1-ST customers will add a small demand charge not present in the standard rate in exchange for lower off-peak and super off-peak energy prices. Depending on equipment configuration, enrolled customers with storage can charge a battery from renewable PV, offset demand, and/or participate in rate arbitrage, though they cannot enroll in option R and option ST concurrently.

SVCE does not currently have corresponding ST generation rates in its detailed rate sheet and will need to create them in order to correctly bill newly enrolled or transitioning ST rate customers.

ANALYSIS & DISCUSSION

Rate Rules and Pricing Differences

Each ST rate has key differences from its standard rate counterpart as well as storage capacity thresholds that a customer must meet to be able to participate.

B1-ST

Customers wishing to enroll in B1-ST must meet all the other qualifications for participating in rate B1, which include a maximum measured monthly demand less than 75 kW. These customers may also not exceed 150,000 kWh per year in energy usage. Storage requirements for B1-ST participation are the greater of 4.8 kWh or 0.05% of annual consumption in kWh. Using this calculation, a customer consuming 100,000 kWh per year would be required to have 50 kWh of storage available. Enrollment in this rate is subject to an enrollment cap of 15,000 customers across PG&E's service territory at large.

B1-ST adds a new demand component that is not present in the standard B1 rate. This will be calculated for billing purposes as the maximum measured demand reading at any 15-minute interval between the hours of 2 p.m. and 11.p.m (peak and part-peak periods). B1-ST also adds a part-peak time-period for energy to the list of existing periods in the standard rate: peak, off-peak, and super off-peak. The addition of a demand component is largely countered by off-peak and super off-peak rates that are lower than the standard B1 rate. There are no generation components in B1-ST demand charges.

B19-ST and B20-ST

Customers enrolling in B19-ST or B20-ST (collectively large commercial ST rates) must meet all other qualifications for participating in the rate classes. Customers whose service is under the demand threshold of 499 kW may elect to take B19 service voluntarily (B19-V). Customers with demand requirements of 500 to 999 kW must take service under B19 or B20, and customers with needs over 1000 kW must take service under B20.

Large commercial ST rates must have a minimum storage capacity rating of 10% of their greatest instance of maximum demand as measured over the past 12 months of service. Using this calculation, a customer with a 12-month maximum demand of 800 kW would be required to have a storage system rated at least 80 kW. The duration of the battery's discharge is not specified. Large commercial ST rates have a cap of 150 MW of capacity, 50 MW each for B19-V-ST, B19-ST, and B20-ST.

Large commercial ST rates are similar to option R rates in that the demand charges have been greatly reduced and the charges for energy in kWh are increased. Though the demand charges differ between ST and R rates, the price for energy is identical across all Time of Use periods for each rate between the two riders. There are no generation components for any demand charges across large commercial ST rates.

Rate Design Methodology

The SVCE generation rates for B1-ST, B19-ST, and B20-ST will utilize the same methodology used to calculate all other SVCE rates. Each SVCE ST generation rate component (e.g. peak period price, off-peak price) will be discounted by 4% from the corresponding PG&E rate, inclusive of PCIA and franchise fee surcharges. This is the currently effective discount for SVCE's generation rates relative to PG&E, approved by the SVCE Board on April 8, 2020.

Timing and Approach for September 1, 2020 Commercial Storage Rates Creation

If approved by the Board, the newly created B1-ST, B19-ST (Secondary, Primary, and Transmission) and B20-ST (Secondary, Primary, and Transmission) rates will be added to the full list of currently approved SVCE

rates. SVCE storage generation rates have been drafted using the methodology described above. Calpine is currently coding new billing processes needed for the storage rates (for use by SVCE and other CCAs). Once approved by SVCE, Calpine will load SVCE storage rates and execute testing. Calpine will then be able to bill customers retroactively for usage accrued under this rate as of September 1, 2020.

STRATEGIC PLAN

Rate setting is directly supported by SVCE Strategic Plan Goal 2 – Maintain competitive rates to acquire and retain customers. Encouraging commercial storage adoption is directly supported by SVCE Strategic Plan Goal 10 – Deploy storage to achieve renewable, carbon-free and resource adequacy objectives.

FISCAL IMPACT

PG&E pricing for the B1-ST, B19-ST, and B20-ST rates do not allocate any portion of the demand charge to generation charges. As such, SVCE will not collect revenue formerly related to demand charges under the new storage rates. However, peak time pricing for generation under the storage rate is among the highest of any rate class. It is anticipated that reduced revenue from elimination of demand charges will be substantially recovered through higher peak energy prices. Staff will be able to perform this analysis once the scope and usage patterns of customers subscribed under this rate are better known. Currently SVCE has one customer enrolled under B1-ST and no customers on B19-ST or B20-ST.

ALTERNATIVE

If no corresponding SVCE ST rates are established, SVCE will not be able to effectively serve commercial customers wishing to take service under the new ST rates.

ATTACHMENTS

1. Updated SVCE ST rate sheets
2. Resolution 2020-22 Approving Addition of New Commercial and Industrial B-ST Class Generation Rate Schedules and Rates



Silicon Valley Clean Energy

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates ¹	SVCE Generation Service ²	PG&E Generation Service ³	Notes
B-1-ST	Summer (Jun-Sep)				
	PEAK	\$ 0.14232	\$ 0.17487	\$ 0.18216	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.10156	\$ 0.13411	\$ 0.13970	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	\$ 0.06724	\$ 0.09979	\$ 0.10395	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.09377	\$ 0.12632	\$ 0.13158	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
PART-PEAK	\$ 0.08192	\$ 0.11447	\$ 0.11924	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays	
OFF-PEAK	\$ 0.06080	\$ 0.09335	\$ 0.09724	All other hours	
SUPER OFF-PEAK	\$ 0.04504	\$ 0.07759	\$ 0.08082	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only	
B-19-ST-S	Summer (Jun-Sep)				
	PEAK	\$ 0.22347	\$ 0.25560	\$ 0.26625	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.09332	\$ 0.12545	\$ 0.13068	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	\$ 0.05635	\$ 0.08848	\$ 0.09217	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.09691	\$ 0.12904	\$ 0.13442	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
OFF-PEAK	\$ 0.05629	\$ 0.08842	\$ 0.09210	All other hours	
SUPER OFF-PEAK	\$ 0.02190	\$ 0.05403	\$ 0.05628	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only	



Silicon Valley Clean Energy

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates ¹	SVCE Generation Service ²	PG&E Generation Service ³	Notes
B-19-ST-P	Summer (Jun-Sep)				
	PEAK	\$ 0.20076	\$ 0.23289	\$ 0.24259	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.08216	\$ 0.11429	\$ 0.11905	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	\$ 0.04818	\$ 0.08031	\$ 0.08366	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.08443	\$ 0.11656	\$ 0.12142	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
OFF-PEAK	\$ 0.04829	\$ 0.08042	\$ 0.08377	All other hours	
SUPER OFF-PEAK	\$ 0.01390	\$ 0.04603	\$ 0.04795	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only	
B-19-ST-T	Summer (Jun-Sep)				
	PEAK	\$ 0.16661	\$ 0.19874	\$ 0.20702	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.08837	\$ 0.12050	\$ 0.12552	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	\$ 0.04791	\$ 0.08004	\$ 0.08337	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.08044	\$ 0.11257	\$ 0.11726	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
OFF-PEAK	\$ 0.04811	\$ 0.08024	\$ 0.08358	All other hours	
SUPER OFF-PEAK	\$ 0.01372	\$ 0.04585	\$ 0.04776	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only	



Silicon Valley Clean Energy

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates ¹	SVCE Generation Service ²	PG&E Generation Service ³	Notes
B-20-ST-S	Summer (Jun-Sep)				
	PEAK	\$ 0.21720	\$ 0.24809	\$ 0.25843	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.08976	\$ 0.12065	\$ 0.12568	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	\$ 0.05380	\$ 0.08469	\$ 0.08822	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.09566	\$ 0.12655	\$ 0.13182	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
OFF-PEAK	\$ 0.05368	\$ 0.08457	\$ 0.08809	All other hours	
SUPER OFF-PEAK	\$ 0.01936	\$ 0.05025	\$ 0.05234	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only	
B-20-ST-P	Summer (Jun-Sep)				
	PEAK	\$ 0.20794	\$ 0.23765	\$ 0.24755	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.08419	\$ 0.11390	\$ 0.11865	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	\$ 0.05088	\$ 0.08059	\$ 0.08395	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.08940	\$ 0.11911	\$ 0.12407	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
OFF-PEAK	\$ 0.05093	\$ 0.08064	\$ 0.08400	All other hours	
SUPER OFF-PEAK	\$ 0.01661	\$ 0.04632	\$ 0.04825	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only	



Silicon Valley Clean Energy

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates ¹	SVCE Generation Service ²	PG&E Generation Service ³	Notes
B-19-ST-T	Summer (Jun-Sep)				
	PEAK	\$ 0.20716	\$ 0.23472	\$ 0.24450	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	\$ 0.09328	\$ 0.12084	\$ 0.12588	
	OFF-PEAK	\$ 0.04504	\$ 0.07260	\$ 0.07563	All other hours
	Winter (Oct-May)				
	PEAK	\$ 0.09313	\$ 0.12069	\$ 0.12572	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
OFF-PEAK	\$ 0.04224	\$ 0.06980	\$ 0.07271	All other hours	
	SUPER OFF-PEAK	\$ 0.01075	\$ 0.03831	\$ 0.03991	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
GreenPrime			+ \$ 0.00800		Same as applicable rate, with \$0.008/kWh adder for 100% Renewable energy

DAYLIGHT SAVING TIME ADJUSTMENT: The time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

HOLIDAYS: Holidays, for the purpose of this rate schedule, are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. The dates will be those on which holidays are legally observed.

¹ SVCE Generation Rates, without added PG&E fees, effective 9/1/2020

² SVCE Generation Service reflects our price for Generation, with added PG&E fees (PCIA and Franchise Fees), effective 9/1/2020

³ PG&E Generation service rate effective 5/1/2020

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2020-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY APPROVING ADDITION OF NEW COMMERCIAL AND INDUSTRIAL B-ST CLASS GENERATION RATE SCHEDULES AND RATES

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, historically, PG&E’s “B” commercial rate classes have applied to commercial and industrial customers, small and large; and

WHEREAS, PG&E has introduced “B-ST” rate classes, with rate schedules specifically developed to incentivize the adoption of connected energy storage devices (batteries) by providing customers with lower pricing for kW demand and higher prices for kWh energy; and

WHEREAS, to accurately bill commercial and industrial customers enrolled in the B-ST rate classes and collect for service, SVCE must implement rate schedules that correspond to the PG&E B-ST rates; and

WHEREAS, as PG&E has finalized and opened to customers B-ST rates as of September 1, 2020; the Board of Directors desires to grant the Chief Executive Officer the authority to implement the Authority’s B-ST Class electric generation rate schedules and rates for its commercial and industrial customers retroactively in order to accurately bill customers beginning September 1, 2020.

NOW THEREFORE, the Board of Directors of the Silicon Valley Clean Energy Authority does hereby resolve, determine, and order as follows:

Section 1. The Chief Executive Officer is hereby authorized to amend the Authority’s 2020 Electric Generation Rates Schedule to implement the Authority’s B-ST Class electric generation rate schedules at the currently approved discount level of 4%.

Section 2. The Authority’s B-ST Class electric generation rates, as implemented by the Chief Executive Officer pursuant to Section 1 above, shall become effective retroactively as of September 1, 2020.

PASSED AND ADOPTED this 9th day of September 2020, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Gibbons				
City of Cupertino	Director Sinks				
City of Gilroy	Director Tovar				
City of Los Altos	Director Fligor				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Montano				
City of Monte Sereno	Director Ellahie				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Ellenberg				
City of Saratoga	Director Miller				
City of Sunnyvale	Director Smith				

Chair

ATTEST:

Andrea Pizano, Board Secretary



Staff Report – Item 1g

Item 1g: Adopt Resolution to Authorize the Chief Executive Officer to Execute a Master Agreement with Boston Energy Trading and Marketing, LLC With Non-Substantive Changes

From: Girish Balachandran, CEO

Prepared by: Monica Padilla, Director of Power Resources
Ian Williams, Power Resources Manager

Date: 9/9/2020

RECOMMENDATION

Adopt Resolution No. 2020-23 to authorize the Chief Executive Officer (“CEO”) to:

- 1) Execute Master Agreement (as attached) with Boston Energy Trading and Marketing, LLC (“BETM”) 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.

The attached resolution provides authority to enter into an EEI Master Agreement with BETM. BETM and SVCE have agreed to certain terms and provisions as defined in the attached EEI Master Agreements and Collateral Annexes, 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.

Staff requests that the Board adopt the attached resolution authorizing the CEO to execute a new Master Agreement to allow SVCE to transact among the largest possible pool of qualified, Master Agreement-enabled counterparties, leading to greater liquidity and more competitive prices and rates for SVCE’s customers.

BETM Master Agreement

Boston Energy Trading and Marketing, LLC is a subsidiary of Diamond Generating Corporation which is a subsidiary of Mitsubishi Corporation. Diamond Generating Corporation is an owner, manager and operator of power generation assets across North America with total output capacity of 7,700 MW. BETM is likely to be the asset owner of the newbuild Santa Paula Energy Storage facility. The Santa Paula Energy Storage facility will be

designed as a 30 MW 60 MWh battery located in Santa Paula, CA with a COD of January 1, 2022. The proposed Master Agreement will be primarily used to transact system/flexible resource adequacy products.

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.

STRATEGIC PLAN

The execution 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. Having more counterparties participate in SVCE's energy, resource adequacy and RPS compliance product RFOs, provides more competitive pricing.

ALTERNATIVES

Alternatives to the recommended resolution of executing an Approved Master Agreement may include: a) not approving Staff's recommendation and limiting SVCE to transact with only Approved Master Agreement counterparties. These alternatives are difficult to implement and may result in less competitive offers from fewer Approved Master Agreement counterparties.

FISCAL IMPACT

Adoption of the recommended resolution does not in itself create a fiscal impact.

ATTACHMENTS

1. Resolution 2020-23 of the Board of Directors of Silicon Valley Clean Energy Authority to Authorize the Chief Executive Officer to Execute a Master Agreement with Boston Energy Trading and Marketing, LLC
2. BETM Master Agreement

RESOLUTION NO. 2020-23

RESOLUTION OF THE BOARD OF DIRECTORS OF SILICON VALLEY CLEAN ENERGY AUTHORITY DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE MASTER AGREEMENT WITH BOSTON ENERGY TRADING AND 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 Confirmation (“Confirmations”);

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

3 Phases Renewables Inc.

BP Energy Company

Calpine Energy Services, L.P.

Direct Energy Business Marketing, LLC

DTE Energy Trading, Inc.

Exelon Generation Company, LLC

Mariposa Energy, LLC

Morgan Stanley Capital Group, Inc.

NextEra Energy Marketing, LLC
 NRG Power Marketing, LLC
 Pacific Gas and Electric Company
 Powerex Corp.
 Regenerate Power LLC
 Shell Energy North America (US), L.P.
 Southern California Edison Company
 TransAlta Energy Marketing (US) Inc.
 Wellhead Power Exchange, LLC

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

WHEREAS, Board Resolution 2019-03 provides authority to the Chief Executive Officer to execute confirmations and amendments thereto, from time to time consistent with and subject to the limits, requirements, oversight and authority under ERM Policy, with suppliers that are parties to an Approved Master Agreement.

WHEREAS, Silicon Valley Clean Energy desires to enter into a Master Agreement with Boston Energy Trading and Marketing, LLC.

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

1. Execute the Master Agreement with Boston Energy and Marketing, LLC with terms consistent with the form of agreement presented to the Board of Directors, which following such execution by both parties, shall become an Approved Master Agreement.

PASSED AND ADOPTED this 9th day of September 2020, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Gibbons				
City of Cupertino	Director Sinks				
City of Gilroy	Director Tovar				
City of Los Altos	Director Fligor				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Milpitas	Director Montano				
City of Monte Sereno	Director Ellahie				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Ellenberg				
City of Saratoga	Director Miller				
City of Sunnyvale	Director Smith				

Chair

ATTEST:

Secretary

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* (“**Master Agreement**”) is made as of the following date: September 10, 2020 (“**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, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions shall be referred to as the “**Agreement.**” The Parties to this Master Agreement are the following:

Name: **Boston Energy Trading and Marketing LLC, a California limited liability company (“Party A”)**

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

All Notices:

Street: One International Place, Suite 900
City: Boston, MA Zip: 02110
Attention: Contract Administration
Phone: (617) 912-6159
Fax: (617) 912-5713
Email: BETMContractAdmin@betm.com
Federal Tax ID: 82-4658186

All Notices:

Street: 333 W. El Camino Real, Suite 290
City: Sunnyvale, California Zip: 94087
Attn: Girish Balachandran, CEO
Phone: (408) 721-5301
Email: girish@svcleanenergy.org
Duns: 08-046-2990
Federal Tax ID Number: 81-2158638

Invoices:

Attention: Accounting-Physical Power
Phone: (617) 912-5921
Fax: (617) 912-5713
Email: BETMInvoices@betm.com

Invoices:

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

Scheduling:

Attn: Day-Ahead Scheduling Desk or Real-Time Scheduling Desk
Day Ahead: (617) 912-5921
Real Time: (617) 912-5909
Fax: (617) 912-5713
Email: BETMScheduling@betm.com (Day-Ahead) or BETMdispatch@betm.com (Real-Time)

Scheduling:

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

Payments:

Attention: Manager, Accounting
Phone: (617) 912-5957
Email: BETMInvoices@betm.com

Payments:

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

Wire Transfer:

BNK: [REDACTED]
ABA Routing Number: [REDACTED]
Payee: [REDACTED]
Account Number: [REDACTED]

Wire Transfer:

BNK: [REDACTED]
ABA: [REDACTED]
ACCT: [REDACTED]

Credit and Collections:

Attention: Manager, Accounting
Phone: (617) 912-5957
Email: BETMInvoices@betm.com

Credit and Collections:

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

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: Legal Department
Phone: (857) 284-4230
Email: m.blasik@dgc-us.com

With additional Notices of an Event of Default or Potential Event of Default to:

Hall Energy Law PC
Attn: Stephen Hall
Phone: (503) 313-0755
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 Party A's effective market-based rate tariff on file with the Federal Energy Regulatory Commission, ER19-2087-000, June 11, 2019

Party B Tariff N/A

Article Two	<ul style="list-style-type: none"> ■ Optional provision in Section 2.4. If not checked, inapplicable.
Transaction Terms and Conditions	
Article Four	<ul style="list-style-type: none"> ■ Accelerated Payment of Damages. If not checked, inapplicable.
Remedies for Failure to Deliver or Receive	
Article Five	<ul style="list-style-type: none"> ■ Cross Default for Party A:
Events of Default; Remedies	<ul style="list-style-type: none"> ■ Party A: A single event or multiple events equal to or greater than the Cross Default Amount by Party A Cross Default Amount: \$ [REDACTED] □ Other Entity: [Party A's Guarantor] Cross Default Amount: \$ _____
	<ul style="list-style-type: none"> ■ Cross Default for Party B:
	<ul style="list-style-type: none"> ■ Party B: SVCE Cross Default Amount: \$ [REDACTED] □ Other Entity: Cross Default Amount: \$ _____
5.6 Closeout Setoff	<ul style="list-style-type: none"> ■ Option A (Applicable if no other selection is made.) □ Option B – Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: □ Option C (No Setoff)
Article Eight	8.1 Party A Credit Protection:
Credit and Collateral Requirements	<p>(a) Financial Information:</p> <ul style="list-style-type: none"> □ Option A □ Option B Specify: ■ Option C Specify: <ol style="list-style-type: none"> (1) The annual report containing audited consolidated financial statements for such fiscal year of Party B prepared in accordance with generally accepted accounting principles as soon as practicable after demand, but in no event later than 180 days after the end of each annual period and such request will be deemed to have been filled if such financial statements are available at https://www.svcleanenergy.org, and (2) quarterly unaudited financial statements for Party B for the first three quarters of its fiscal year as soon as practicable upon demand, but in no event later than 90 days after the applicable quarter. Should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. The first quarterly unaudited statement will be provided within 90 days

after the fiscal quarter during which Party A begins deliveries under a Transaction.

- (b) Credit Assurances:
 - Not Applicable
 - Applicable
- (c) Collateral Threshold:
 - Not Applicable
 - Applicable

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

Party B Collateral Threshold:

- (d) Downgrade Event:
 - Not Applicable
 - Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party B is not rated by either S&P or Moody's.
- Other, specify: _____
- (e) Guarantor for Party B: N/A
Guarantee Amount: N/A

8.2 **Party B Credit Protection:**

- (a) Financial Information:
 - Option A
 - Option B Specify:
 - Option C Specify: The annual report containing audited consolidated financial statements for such fiscal year of Party A's Guarantor as soon as practicable after demand, but in no event later than 120 days after the end of each annual period of Party A, and unaudited quarterly financials within 60 days after the end of each quarterly period (other than the end of the annual period) of Party A's Guarantor; and such request will be deemed to have been filled if such financial statements are available at <https://www.mitsubishicorp.com/jp/en/ir/library/>. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles or International Financial Reporting Standards ("IFRS"); provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.
- (b) Credit Assurances:
 - Not Applicable
 - Applicable

- (c) Collateral Threshold:
- Not Applicable
 - Applicable

If applicable, the provisions of Section 8.2(c) of the Master Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

Party A Collateral Threshold:

- (d) Downgrade Event:
- Not Applicable
 - Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party A is not rated by either S&P or Moody's.
- Other: It shall be a Downgrade Event for Party A if Party A's Guarantor's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party A's Guarantor is not rated by either S&P or Moody's.

- (e) Guarantor for Party A: Mitsubishi Corporation
Guarantee Amount: As specified in the Confirmation(s).

Article 10

Confidentiality Confidentiality Applicable If not checked, inapplicable.

Schedule M

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.4. If not checked, inapplicable.

Other Changes The following changes shall apply:

This Master Power Purchase and Sale Agreement incorporates by this reference the changes published in the EEI Errata, Version 1.1, dated July 18, 2007.

ARTICLE ONE: GENERAL TERMS AND CONDITIONS.

1. **"Affiliate"**: Section 1.1 is amended by adding the following sentence at the end of the definition:

"Notwithstanding the foregoing, the Parties hereby agree and acknowledge that with respect to Party B, Party B has no "Affiliates, and without limiting the foregoing, the public entities designated as members or participants under the Joint Powers Agreement creating Party B shall not constitute or otherwise be deemed an "Affiliate" for the purposes of this Master Agreement or any Confirmation executed in connection therewith."
2. **"Business Day"**: Section 1.4 is amended by replacing "Party from whom" with the phrase "Party to whom" and by deleting the first sentence and replacing it to read as follows: "Business Day" means any day except a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Holiday.
3. **"Force Majeure"** Section 1.23 shall be amended by inserting in the thirteenth line of this Subsection before the phrase "foregoing factors" the word "two."

4. “**Gains**”: Section 1.24 is amended by adding before the period at the end thereof the following: “in accordance with Section 5.2”.and by adding at the end: “based on the prime rate of interest as published from time to time under *The Wall Street Journal* for such period.”
5. “**Letters of Credit**” Section 1.27 is amended by deleting the phrase “or a foreign bank with a U.S. branch” and replacing it with the phrase “or a U.S. branch of a foreign bank.”
6. “**Losses**”: Section 1.28 is amended by adding to the end thereof: “based on the prime rate of interest as published from time to time under *The Wall Street Journal* for such period.”
7. “**Replacement Price**”: Section 1.51 is amended by adding “for delivery” immediately before “at the Delivery Point” in the second line, and replacing “at Buyer’s option” with “absent a purchase” in the fifth line.
8. “**S&P**”: Section 1.52 is amended by replacing “Standard & Poor’s Rating Group (a division of McGraw Hill, Inc.) with “S&P Global Ratings”.
9. “**Sales Price**”: Section 1.53 is amended by (i) deleting “at the Delivery Point” from the second line; (ii) replacing “at Seller’s option” in the fifth line with “absent a sale”; and (iii) inserting “; provided, however if Seller is unable after using commercially reasonable efforts to resell all or a portion of the Product not received by Buyer, the Sales Price with respect to such unsold Product shall be deemed no greater than zero (0)” after “commercially reasonable manner” in the sixth line.
10. “**Settlement Amount**”: Section 1.56 is amended by deleting the words “pursuant to Section 5.2” and by adding before the period at the end thereof the following: “, as determined in accordance with Section 5.2.”
11. “**Transaction**”: Section 1.60 is amended by inserting the words “in writing” immediately following the words “agreed to”
12. The following new Section 1.26A is added 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.”
13. The following new Section 1.62 is added as follows:

“1.62 “**Specified Transaction**” means any contract or transaction (whether or not documented under or effected pursuant to a master agreement) now existing or hereafter entered into between Party A (or any Guarantor of Party A) and Party B (or any Guarantor of Party B).”
14. The following new Section 1.63 is added as follows:

“1.63 “**Specified Indebtedness**” means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in the respect of borrowed money, provided, however, in no event shall such term include amounts not paid due to an event thereunder that would cause payment to be unlawful under any applicable law were it to occur.”

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS.

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. In Section 2.1, the last sentence is deleted in its entirety and replaced with the following:

“Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.”

3. Section 2.3 is hereby deleted in its entirety and replaced with the following:

“2.3 Confirmation. A Transaction shall be entered into only by a written confirmation in a form mutually agreeable to both Parties and signed by both Parties (“Confirmation”). Notwithstanding anything to the contrary in this Master Agreement, the Master Agreement and any and all Confirmations may not be amended or modified except by an instrument in writing signed by both of the Parties.”

4. Section 2.4 is hereby amended by deleting the words “either orally or” in the sixth line and adding “a” before the word “writing”.
5. Section 2.5 is hereby amended by deleting the last two sentences thereof in their entirety.

ARTICLE THREE: OBLIGATIONS AND DELIVERIES

1. Section 3.2 is hereby amended by adding the following to the end of the Section: “Product deliveries shall be scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and scheduling practices for the relevant region.”
2. Article Three is amended by adding the following new Section 3.4 at the end:

“3.4 Market Redesign. In the event the current definition of the Delivery Point set forth in a Transaction is modified, redefined, replaced or eliminated in the transmission provider’s or other applicable tariff, the parties agree to promptly negotiate in good faith to designate an alternate Delivery Point that reasonably approximates the characteristics of the originally designated Delivery Point so that the parties shall be in the same economic position after such designation as they were at the time the parties entered into such Transaction, or as mutually agreed to by the parties. Failure of the parties to so agree shall constitute a Market Disruption Event.”

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES

1. Section 5.1 is amended by (a) adding the following to 5.1 (f): “or its Guarantor” immediately after the word “Party” on the first line and changing “of such Party under this Agreement” to “of such entity with respect to this Agreement” in line five; (b) replacing the phrase “indebtedness for borrowed money” at the beginning of the sixth line in 5.1(g) with the phrase “Specified Indebtedness”; (c) inserting the words “under such agreements” after “one or more payments” in 5.1(g)(ii), and (d) inserting the following new subsection (i) at the end: “(i) the occurrence with respect to such Party of an Event of Default (howsoever defined) under a Specified Transaction.”
2. Section 5.2 is deleted in its entirety and replaced with the following:

“5.2 Effect of Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the Non-Defaulting Party may do one or more of the following: (a) withhold any payments due to the Defaulting Party under this Agreement; (b) suspend performance due to the Defaulting Party under this Agreement; and/or (c) by giving not more than twenty days’ notice, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions (each referred to as a “Terminated Transaction”). The Non-Defaulting Party shall calculate in a commercially reasonable manner a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, then each such Transaction (individually, an “Excluded Transaction”) shall be terminated as soon thereafter as reasonably practicable, and upon termination shall be deemed to be a Terminated Transaction and the Termination Payment payable in connection with all such Transactions shall be calculated in accordance with Section 5.3 below. The Gains and Losses for each Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction. 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. If the Non-Defaulting Party's calculation of a Settlement Amount results in an amount that would be due to the Defaulting Party (i.e. the Defaulting Party was in-the-money), then the Settlement Amount shall be deemed to be zero dollars (\$0.00)."

3. Section 5.3 is amended by inserting "plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Defaulting Party pursuant to Article Eight," between the words "that are due to the Non-Defaulting Party," and "plus any and all other amounts" in the sixth line.

4. The following is added to the end of Section 5.4:

"Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article Five until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party under this Agreement or otherwise which are due and payable as of the Early Termination Date (including for these purposes amounts payable pursuant to Excluded Transactions) have been fully and finally performed."

5. Section 5.7 shall be deleted in its entirety and replaced with the following:

"Notwithstanding any other provision of this Master Agreement, if an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend performance under any or all Transactions; provided, however, in no event shall any such suspension continue for longer than ten (10) NERC Business Days with respect to any single Transaction unless an early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, and (ii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity."

6. Article Five is amended by adding following new Section 5.8:

5.8 Termination of Specified Transactions. The occurrence or designation of an Early Termination Date on account of an Event of Default with respect to a party hereto ("Y") shall constitute a material breach and event of default (howsoever described) under all Specified Transactions to which Y is a party, whereupon the Non-Defaulting Party ("X") shall have the right to terminate, liquidate and otherwise close out any such Specified Transactions (and Y shall be liable for any damages suffered by X as a result thereof)."

ARTICLE SIX: PAYMENT AND NETTING

1. Section 6.1 is amended by replacing "each Party will render to the other Party" in the last sentence with "the Party owing the lesser amount as determined pursuant to standard wholesale electric industry check-out procedures for the point of delivery associated with each Transaction will transmit to the other Party".
2. Section 6.2 is amended by (a) replacing "each party's" with "the Party owing the lesser amount as determined by standard wholesale electric industry check-out procedures for the point of delivery associated with each Transaction" in the third line; (b) deleting ", or by other mutually agreeable method(s)," from the second sentence."
3. In Section 6.3, lines 3, 16 & 18, change twelve (12) months to twenty-four (24) months.
4. Section 6.4 is amended by deleting "and owing to each other on the same date".

ARTICLE SEVEN: LIMITATIONS

1. Section 7.1 shall be amended by:
 - (i) adding "SET FORTH IN THIS AGREEMENT" after "INDEMNITY PROVISION" and before "OR OTHERWISE," in the fifth sentence;
 - (ii) adding in the nineteenth line the words "PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL AFFECT THE ENFORCEABILITY OF THE REMEDIES FOR FAILURE TO DELIVER/RECEIVE IN SECTIONS 4.1 AND 4.2, AND CALCULATION AND PAYMENT OF

THE TERMINATION PAYMENT IN SECTIONS 5.2 AND 5.3.” immediately after the words “ANY INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT OR OTHERWISE”;
and

(iii) adding at the end of the last sentence the words “AND ARE NOT PENALTIES.”

2. The following Section 7.2 is added to the end of Article Seven:

“7.2. UCC/Disclaimer of Warranties. Whether or not the provisions of the applicable Uniform Commercial Code (“UCC”) are found to apply to Transactions hereunder, and a Product or energy is found to be a “good” for the purposes of the UCC or otherwise, **PARTY A AND PARTY B EACH ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT AND IS CONTRACTING FOR THE ENERGY TO BE SUPPLIED BASED SOLELY UPON THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN AND, SUBJECT THERETO, ACCEPTS SUCH ENERGY “AS-IS” AND “WITH ALL FAULTS”. PARTY A AND PARTY B EACH EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, RELATING TO SUCH ENERGY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.”**

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

1. In Sections 8.1(c) and 8.2(c), change “three (3) Business Days” to “five (5) Business Days”.
2. In 8.2 (a) Financial Information, Option A. Add in line seven the phrase “or International Financial Reporting Standards (“IFRS”) at the end of the words “accounting principles”.
3. Section 8.3(i) is amended by replacing “Secured Party” in the twelfth and thirteenth lines with “secured party”.

ARTICLE NINE: GOVERNMENTAL CHARGES

1. Section 9.2 is amended by adding the following at the end:

“Any Party entitled to an exemption from any such Governmental Charges will furnish to the other Party any necessary documentation thereof. Such documentation will be provided with execution of this Agreement or no later than at the time of billing. If such documentation is not provided as required, the appropriate Governmental Charges will be charged accordingly.”

ARTICLE TEN: MISCELLANEOUS

1. Section 10.2(viii) is amended by adding to the end: “; information and explanations of the terms and conditions of each such Transaction shall not be considered investment or trading advice or a recommendation to enter into that Transaction; no communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction; and the other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction;”.
2. In Section 10.2, delete the phrase “(including any Confirmation accepted in accordance with Section 2.3)” from Sections 10.2(ii), (iii), (iv), (vi), (vii), (viii), (x) and (xi).
3. Section 10.2(ix) is deleted in its entirety and replaced with “[Reserved.]”.
4. After Section 10.2(xii) add the following:

“(xiii) each Transaction that is not executed or traded on a trading facility, as defined in the Commodity Exchange Act, is subject to individual negotiation by the Parties;

(xvii) it is an “eligible commercial entity” within the meaning of Section 1a (17) of the Commodity Exchange Act, as amended (the “Commodity Exchange Act”);

“(xiii) it is an “Eligible Contract Participant” as defined in Section 1a(18) of the Commodity Exchange Act, as amended, 7 U.S.C. § 1a(18).”

5. Section 10.2.1 is added:

“10.2.1 Safe Harbor. Each Party intends that it is a “forward contract merchant” within the meaning of the Title 11 of the United States Code, as amended (the “Bankruptcy Code”), all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute a “settlement payment” within the meaning of the Bankruptcy Code, all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute a “margin payment” within the meaning of the Bankruptcy Codes, each Party shall have the “contractual right” to terminate, liquidate, accelerate, or offset the transaction as a “master netting agreement participant” within the meaning of the Bankruptcy Code, electricity delivered hereunder constitutes a “good” under Section 503(b)(9) of the Bankruptcy Code, and the Parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code.”

6. Section 10.5 shall be amended by deleting the words from the beginning of clause (ii) through the words prior to “provided, however” and replacing them with:

“(ii) transfer or assign this Agreement to an Affiliate of such Party so long as (x) such Affiliate’s creditworthiness is equal to or higher than that of such Party or the Guarantor, if any, for such Party, or (y) the obligations of such Affiliate are guaranteed by such Party or its Guarantor, if any, in accordance with a guaranty agreement in form and substance satisfactory to the other Party, and (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party or its Guarantor, if any”

7. In Section 10.6 change “NEW YORK” to “CALIFORNIA”

8. Section 10.8 shall be amended by:

(i) adding in the next to last sentence after “audit rights”: “and the rights of either Party pursuant to (i) Article 5, (ii) Section 7.1, (iii) Section 10.11 (iv) Waiver of Jury Trial provisions, if applicable, (v) the obligation of either Party to make payments hereunder, and (vi) Section 10.6.”; and

(ii) adding the following to the end thereof: “This Master Agreement 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 Master Agreement and any Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.”

9. In Section 10.9 insert the words “copies of” after the word “examine” in line 2.

10. Section 10.10 is amended by inserting “are intended to” after “Transactions”.

11. Section 10.11 is amended by (a) adding “or the Party’s Affiliates” immediately after “(other than the Party’s”; (b) inserting “credit rating agencies” after accountants in the fourth line; (c) replacing “have agreed to” in the fifth line with “who the Party is satisfied will”; (d) inserting “or request by a regulatory authority” in the seventh line between “court or regulatory proceeding” and “; provided, however, each Party shall,” and (e) inserting at the end of Section 10.11: “Notwithstanding the foregoing, it shall not be a breach of this Section 10.11 if a Party discloses the commercial terms of a Transaction to an energy pricing information aggregator, provided that the name of and any other identifying information relating to the other Party, including unique attributes and requirements, is redacted and otherwise not disclosed.”

12. Section 10.11 shall be further amended by adding the following:

- (i) the phrase “or the completed Cover Sheet to this Master Agreement” immediately before the phrase “to a third party” in line three;
- (ii) the phrase “, or any such representatives of a Party’s Affiliates,” immediately after the phrase “counsel, accountants, or advisors” in line four;

- (iii) in the seventh line thereof, between the word “proceeding” and the semi-colon, which immediately follows, the words “applicable to such Party or any of its Affiliates”; and
 - (iv) the following at the end of the last sentence: “Party A and Party B acknowledge and agree that the Master Agreement and any Confirmations executed in connection therewith are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). Party B acknowledges that Party A may submit information to Party B that the other party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code Sections 6254 and 6255). Party A acknowledges that Party B may submit to Party A information that Party B considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). In order to designate information as confidential, the disclosing party must clearly stamp and identify the specific portion of the material designated with the word “Confidential”; provided, however, that Party A financial statements will be treated as confidential by Party B without the requirement of being stamped or otherwise identified as “Confidential.” The Parties agree not to over-designate material as confidential. Over-designation would include stamping whole agreements, entire pages or series of pages as Confidential that clearly contain information that is not confidential. Upon request or demand of any third person or entity not a party to this Agreement (“**Requestor**”) for production, inspection and/or copying of information designated by a Party as confidential information (such designated information, the “**Confidential Information**” and the disclosing Party, the “**Disclosing Party**”), the Party receiving such request (the “**Receiving Party**”) as soon as practical, shall notify the Disclosing Party that such request has been made so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. The Disclosing Party shall be solely responsible, at its sole expense, for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.”
13. The following shall be added as a new Section 10.12:
- “**10.12** [Reserved]”
14. The following shall be added as a new Section 10.13:
- “**10.13 Physical Transactions.** The Parties understand and agree that the Transactions under this Agreement are physical transactions for deferred delivery, or a “customary commercial arrangement,” as California Resource Adequacy transactions are described in Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20584-86 (Jun. 22, 2015), and that the Parties contemplate making or taking physical delivery of electric energy. Party B is a commercial entity engaged in the business of delivering electric energy to its retail load and routinely makes or takes delivery of electric energy in order to provide service to its retail electric customers.
15. The following new Section shall be added as Section 10.14:
- “**10.14 Imaged Agreement.** Any original executed Agreement, Confirmation or other related document may be photocopied and stored on computer tapes and disks (the “Imaged Agreement”). The Imaged Agreement, if introduced as evidenced on paper, the Confirmation, if introduced as evidence in automated facsimile form, the Recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the Recording, the Confirmation or the Imaged Agreement (or photocopies of the transcription of the Recording, the Confirmation or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.”
16. The following new Section shall be added as Section 10.15:

“10.15 Index Transactions.

- (a) **Market Disruption.** If a Market Disruption Event has occurred and is continuing during the Determination Period, 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 tenth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined in good faith by Party A by taking the average of four dealer quotes, two such quotes provided by each Party from dealers of the highest credit standing which satisfy all the criteria that Party A applies generally at the time.

For purposes herein, the following definitions shall apply: “Determination Period” means each calendar month during the Delivery Period of the relevant Transaction; provided that if the term of the Transaction is less than one calendar month the Determination Period shall be the term of the Transaction. “Exchange” means the exchange or market, if any, specified in a Transaction. “Floating Price” means the price specified in the Transaction as being based upon a Price Source or specified index. “Market Disruption Event” means, with respect to an index, 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; (iii) the temporary or permanent discontinuance or unavailability of the Floating Price; (iv) the temporary or permanent closing of any Exchange acting as the index; or (v) a material change in the formula for or the method of determining the Floating Price. “Price Source” means a publication or other reference, including an Exchange, containing or reporting a specified price or price index, or prices from which the specified price or price index is calculated, specified in the relevant Transaction. “Trading Day” means a day in respect of which the relevant Price Source published the relevant Floating 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 within 120 calendar days of the date of the original 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 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 decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one, and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.”

17. The following new Section shall be added as Section 10.16:

“10.16 Federal Power Act Waiver; FERC Standard of Review.

- (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 County*, 554 U.S. 527, 545 (2008), and refined in *NRG Power Marketing LLC v. Maine Pub. Util. Comm’n*, 558 U.S. 165 (2010) (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).

- (c) No subsection of this Section limits the generality of any other subsection of this Section. In determining legal enforceability, each subsection of this Section is severable from every other subsection of this Section.”

18. The following new Section shall be added as Section 10.17:

“**10.17 Waiver of Section 366.** Each Party agrees that it will not assert, and hereby waives any right to assert, that the other Party performing hereunder is not doing so as a “utility” as such term is used in 11 U.S.C. Section 366. Further each Party hereby waives and agrees not to assert that 11 U.S.C. Section 366 applies to this Agreement or any Transaction hereunder in any bankruptcy proceeding. In any such proceeding, each Party further waives the right to assert and agrees that it will not assert that the other Party is a provider of last resort with respect to this Agreement or any Transaction hereunder. Without limiting the binding nature of any other provision of this Agreement on permitted successors and assigns, this provision is intended to be binding upon all successors and assigns of the Parties, including judgement lien creditors, receivers, estates in possession, and trustees thereof.”

19. The following is added to the Agreement as Section 10.18:

“**10.18 No Waiver of Rights.** Unless otherwise provided herein, a failure or delay of either Party to exercise any right or remedy under this Agreement shall not operate to impair, limit, preclude, cancel, waive or otherwise affect such right or remedy.”

20. The following new Section shall be added as Section 10.19:

“**10.19 Generally Accepted Accounting Principles.** Any reference to “generally accepted accounting principles” shall mean, with respect to an entity and its financial statements, generally accepted accounting principles, consistently applied, adopted or used in the jurisdiction of the entity whose financial statements are being considered for the purposes of this Agreement.”

21. The following shall be added as Section 10.20:

“**10.20 No Recourse Against Constituent Members of Party B.** Party B 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. Party B will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with the Security Agreements. Party A will have no rights and will not make any claims, take any actions or assert any remedies against any of Party B’s constituent members, or the officers, directors, advisors, contractors, consultants or employees of Party B or Party B’s constituent members, in connection with this Agreement.”

SCHEDULE M

1. Paragraph A is amended by deleting the term “Act” and replacing it with the following:

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

2. Paragraph D is deleted in its entirety and replaced with the following:

“Section 3.4 **Party B 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.”

Section 3.5 **No Immunity Claim**. Party B warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds from (a) suit, (b) jurisdiction of court (provided that such court is located within a venue permitted under the Agreement), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment.”

3. Paragraph G is deleted in its entirety and replaced with the following:

“NOTWITHSTANDING THE FOREGOING, IN RESPECT OF THE APPLICABILITY OF THE ACT AS HEREIN PROVIDED, THE LAWS OF THE STATE OF CALIFORNIA SHALL APPLY.”

SCHEDULE P

1. Schedule P, “Products and Related Definitions,” is modified by adding the following at the end:

“**Other Products and Service Levels**: If the Parties agree to a service level defined by a different agreement (e.g., the WSPP Agreement, the California Independent System Operator tariff, etc.) 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 defined by such other agreement, including, if applicable, the regional reliability requirements and guidelines as well as the 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 shall remain applicable including, without limitation, Section 2.2.”

2. The following definition is added to Schedule P:

“‘WSPP Agreement’ means the WSPP as amended from time to time.”

3. The Parties may from time to time by notice to each other mutually agree to adopt product definitions, delivery point language and definitions, and conversion conventions, that are posted by the Edison Electric Institute to its website as optional language for the Master Power Purchase and Sale Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the Effective Date.

**BOSTON ENERGY TRADING AND
MARKETING LLC**

**SILICON VALLEY CLEAN ENERGY
AUTHORITY, a California joint powers
authority**

By: _____
Name: _____
Title: _____

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.



Staff Report – Item 1h

Item 1h: Adopt Resolution Amending SVCE Conflict of Interest Code to Amend Title of Director of Finance and Administration to Chief Financial Officer and Director of Administrative Services in the List of Designated Positions for Filing

From: Girish Balachandran, CEO

Prepared by: Andrea Pizano, Board Clerk/Executive Assistant

Date: 9/9/2020

RECOMMENDATION

Adopt Resolution 2020-24 amending the SVCEA conflict of interest code to amend the title of Director of Finance and Administration to Chief Financial Officer and Director of Administrative Services in the list of designated position for filing.

BACKGROUND

Shortly after the formation of SVCEA, the Board of Directors adopted a conflict of interest code as required by the Political Reform Act, commencing at Government Code Section 81000. The code lists the positions within the Authority that are required to file statements of economic interests (Form 700). As a joint powers authority with members located entirely within Santa Clara County, the County Board of Supervisors is the conflict code reviewing body that is required to approve all changes to the conflict of interest code. County Counsel has advised that when positions are added or removed from the conflict code, a new resolution must be adopted approving a new conflict of interest code with the added or removed position(s).

At the August 12, 2020 Board meeting, the Board of Directors approved the Director of Finance and Administration title change to Chief Financial Officer and Director of Administrative Services by adopting Resolution 2020-20.

ANALYSIS & DISCUSSION

SVCE's Director of Finance and Administration is currently listed as a position required to file; changing the title will have no impact on the designation category or filing requirements. The attached resolution amends Appendix A to the Authority's Code to reflect the title change to "Chief Financial Officer & Director of Administrative Services".

STRATEGIC PLAN

Not applicable.

ALTERNATIVES

None.

FISCAL IMPACT

There is no fiscal impact as a result of the change to the position title.

ATTACHMENT

1. Resolution 2020-24 Amending the Authority's Conflict of Interest Code to Amend Title of Director of Finance and Administration to Chief Financial Officer and Director of Administrative Services

RESOLUTION NO. 2020-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AMENDING THE AUTHORITY'S CONFLICT OF INTEREST CODE TO AMEND TITLE OF DIRECTOR OF FINANCE AND ADMINISTRATION TO CHIEF FINANCIAL OFFICER AND DIRECTOR OF ADMINISTRATIVE SERVICES

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, the Political Reform Act, Government Code Section 81000, *et seq.*, (the "Political Reform Act") requires each public agency in California, including the Authority, to adopt and promulgate a conflict of interest code; and

WHEREAS, Government Code Section 87306 requires each public agency in California to amend its conflict of interest code when change is necessitated by a change in circumstances, including the creation of new positions and relevant changes to the duties assigned to existing positions; and

WHEREAS, the Board of Directors of the Authority has adopted a conflict of interest code, and has amended this code as appropriate due to changed circumstances, with the most recent code adopted by Resolution 2020-17; and

WHEREAS, the Board of Directors, after consultation with the County of Santa Clara as its code reviewing body, desires to amend the list of designated positions in Appendix A by amending the title of Director of Finance and Administration to Chief Financial Officer and Director of Administrative Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Authority rescinds Resolution No. 2020-17 and adopts the following attached Conflict of Interest Code including its Appendices of Designated Positions and Disclosure Categories.

BE IT FURTHER RESOLVED that The Board of Directors of the Authority hereby directs the Secretary of the Board to coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years following notice and instructions from the County of Santa Clara as the code-reviewing body for the Authority, in accordance with the requirements of Government Code Sections 87306 and 87306.5. Future revisions to the Conflict of Interest Code should reflect changes in employee or official designations. If no revisions to the Code are required, the Authority shall submit a response as indicated in the instructions provided by the County of Santa Clara no later than October 1st of the same year, stating that amendments to the Authority's Conflict of Interest Code are not required.

ADOPTED AND APPROVED this 9th day of September 2020, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Gibbons				
City of Cupertino	Director Sinks				
City of Gilroy	Director Tovar				
City of Los Altos	Director Fligor				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Montano				
City of Monte Sereno	Director Ellahie				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Ellenberg				
City of Saratoga	Director Miller				
City of Sunnyvale	Director Smith				

Chair

ATTEST:

Clerk

SILICON VALLEY CLEAN ENERGY AUTHORITY CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code § 81000, *et seq.*, hereinafter referred to as the Act) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 California Code of Regulations § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments in the Act. Therefore, the terms of 2 California Code of Regulations § 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the text here designating positions and establishing disclosure categories shall constitute the conflict of interest code of the Silicon Valley Clean Energy Authority (“Authority”).

The most current version of 2 Cal. Code of Regs. Section 18730 is available on the website of the Fair Political Practices Commission (<http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/LegalDiv/Regulations/Index/Chapter7/Article2/18730.pdf>).

Individuals holding a designated position shall file their Statements of Economic Interests with the Authority’s Filing Official, which will make the Statements available for public inspection and reproduction subject to Government Code section 81008. If Statements are received in signed paper format, the Authority’s Filing Official shall make and retain a copy and forward the original Statements to the Filing Officer, the County of Santa Clara Clerk of the Board of Supervisors. If Statements are electronically filed using the County of Santa Clara’s Form 700 e-filing system, both the Authority’s Filing Official and the County of Santa Clara Clerk of the Board of Supervisors will receive access to the e-filed Statements simultaneously.

**SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE**

APPENDIX "A"

DESIGNATED POSITIONS

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Member of Board of Directors	1
Alternate Member of Board of Directors	1
Chief Executive Officer	1
Chief Financial Officer & Director of Administrative Services	1
Finance and Administration Committee Member	2
General Counsel	1
Account Services Manager	2
Administrative Services Manager	2
Communications Manager	2
Director of Account Services & Community Relations	2
Director of Decarbonization & Grid Innovation Programs	2
Director of Finance & Administration	1
Director of Power Resources	1
Director of Regulatory & Legislative Policy	2
Management Analyst	2
Manager of Decarbonization & Grid Innovation Programs	2
Manager of Regulatory & Legislative Affairs	2
Senior Regulatory Analyst	2
Power Resources Manager	1
Power Resources Planner	1

Power Settlements & Compliance Analyst	1
Principal Power Analyst	1
Rates Manager	2
Senior Rates Analyst	2
Consultant	3
Newly Created Position	*

* Newly Created Position

A newly created position that makes or participates in the making of governmental decisions that may foreseeably have a material effect on any financial interest of the position-holder, and which specific position title is not yet listed in the Authority's conflict of interest code is included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The Chief Executive Officer of the Authority may determine in writing that a particular newly created position, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the broadest disclosure requirements, but instead must comply with more tailored disclosure requirements specific to that newly created position. Such written determination shall include a description of the newly created position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

As soon as the Authority has a newly created position that must file Statements of Economic Interests, the Authority's Filing Official shall contact the County of Santa Clara Clerk of the Board of Supervisors Form 700 division to notify it of the new position title to be added in the County's electronic Form 700 record management system, known as eDisclosure. Upon this notification, the Clerk's office shall enter the actual position title of the newly created position into eDisclosure and the Authority's Filing Official shall ensure that the name of any individual(s) holding the newly created position is entered under that position title in eDisclosure.

Additionally, within 90 days of the creation of a newly created position that must file Statements of Economic Interests, the Authority shall update this conflict-of-interest code to add the actual position title in its list of designated positions, and submit the amended conflict of interest code to the County of Santa Clara Office of the County Counsel for code-reviewing body approval by the County Board of Supervisors. (Gov. Code Section 87306.)

**SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE**

APPENDIX "B"

DISCLOSURE CATEGORIES

Designated positions must report financial interests in accordance with the assigned disclosure categories.

Category 1: Persons in this category shall disclose:

(a) investments and business positions in business entities, and income (including gifts, loans, and travel payments) from sources that contract with the Authority, or that provide, plan to provide, or have provided during the previous two years, facilities, goods, technology, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Authority; and

(b) all interests in real property located: in whole or in part within the jurisdiction of the Silicon Valley Clean Energy Authority, or within two miles of the borders of any of the parties to the Joint Powers Agreement for the Authority, or within two miles of any land owned or used by the Authority.

Category 2: Persons in this category shall disclose investments and business positions in business entities, and income (including gifts, loans, and travel payments) from sources that contract with the Authority, or that provide, plan to provide, or have provided during the previous two years, facilities, goods, technology, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Authority.

Category 3: Each Consultant, as defined for purposes of the Political Reform Act, shall disclose pursuant to the broadest disclosure category in the Authority's conflict of interest code subject to the following limitation: The Chief Executive Officer of the Authority may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements of the broadest disclosure category, but instead must comply with more tailored disclosure requirements specific to that consultant. Such a written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's written determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



Staff Report – Item 1i

Item 1i: Authorize the Chief Executive Officer to Execute Amendment to Agreement with Management Partners, Inc. for Management Consulting Services

From: Girish Balachandran, CEO

Prepared by: Kevin Armstrong, Administrative Services Manager

Date: 9/9/2020

RECOMMENDATION

Staff recommends that the Board authorize the CEO to execute an amendment to the current agreement for interim Chief Financial Officer (CFO) and Director of Administrative Services staffing services with Management Partners to increase compensation not to exceed a limit of \$135,000.

BACKGROUND

SVCE entered into an agreement with Management Partners on June 25, 2020 to provide interim CFO staffing services during the transition between permanent CFOs. Initial discussions around capacity estimated that 20 hours / week, would be an appropriate staffing level for the interim CFO through the timeline of the recruitment process.

ANALYSIS & DISCUSSION

Given the interim CFOs involvement in both the final stage of the credit rating process with Moody's, and the development of the upcoming fiscal year budget for 2020 – 2021, it has become clear that the original estimate of 20 hours / week was insufficient, and the existing contract amount will be exhausted by the end of September. The current timeline for hiring a permanent replacement anticipates the need for the interim CFO to remain engaged at SVCE through November, with a revised estimate of 35 hours / week used in the development of this amendment.

Compensation to Management Partners, Inc., will continue to be based on the Rates section of Exhibit C of the original agreement.

STRATEGIC PLAN

The recommendation supports the financial goals of the strategic plan.

ALTERNATIVE

Staff is open to alternatives from the Board.

FISCAL IMPACT

The recommendation results in a fiscal impact to Fiscal Year 2019-20 of \$11,000 and \$49,000 for Fiscal Year 2020-21. The current contract with Management Partners, Inc. is for a total of \$75,000 and it expires on December 31, 2020. This amendment will increase the contract amount by \$60,000, to a new contract total of \$135,000. The contract total is largely offset by salary savings from the vacant CFO position, resulting in a net fiscal impact of \$20,000.

ATTACHMENTS

1. Amendment to the current agreement with Management Partners, Inc.
2. Existing agreement with Management Partners, Inc.

FIRST AMENDMENT TO AGREEMENT WITH MANAGEMENT PARTNERS, INC.

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency (“Authority”), and MANAGEMENT PARTNERS, INC. entered into that certain agreement entitled MANAGEMENT CONSULTING SERVICES, effective on June 26, 2020 hereinafter referred to as “Original Agreement”; and

WHEREAS, Authority and MANAGEMENT PARTNERS, INC. 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. COMPENSATION TO CONSULTANT of Original Agreement shall be amended to read as follows:

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed One Hundred Thirty-Five Thousand and 00/100 dollars (\$135,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

2. EXHIBIT C COMPENSATION of Original Agreement shall be amended to read as follows:

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 One Hundred Thirty-Five Thousand and 00/100 dollars (\$135,000.00), 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.

Task	Estimated Budget
1. Interim CFO Support services	\$125,000
2. Additional Management Support services (hours tbd)	\$10,000
Total	\$135,000

3. This Amendment shall be effective on September 10, 2020.

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

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

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

RECOMMENDED FOR APPROVAL

Kevin Armstrong
Administrative Services Manager

CONSULTANT NAME
MANAGEMENT PARTNERS, INC.
An Ohio Corporation

By: _____
Name: _____
Title: _____
Date: _____

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: _____
Name: Girish Balachandran
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
MANAGEMENT PARTNERS, INC.
FOR
MANAGEMENT CONSULTING SERVICES**

THIS AGREEMENT ("Agreement"), is entered into this 25th day of June, 2020, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Management Partners, Inc., a Ohio Corporation whose address is 1730 Madison Road, Cincinnati, OH 45206 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

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 management consulting services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on June 26, 2020, and shall terminate on December 31, 2020, 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 Seventy-Five Thousand and 00/100 dollars (\$75,000.00) 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 under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

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. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members.

Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

9. **HOLD HARMLESS AND INDEMNIFICATION**

General Indemnification. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

10. **INSURANCE**

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

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

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

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

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

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

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

11. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have 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, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant 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.

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

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 (“Authority Representative”) shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Jeri Beckstedt (Consultant Representative”) shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **INFORMATION AND DOCUMENTS**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives Authority notice of such court order or subpoena.

B. Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Authority. Authority may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, Authority’s right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. In the event Authority gives Consultant written notice of a “litigation hold”, then as to all data identified in such notice, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

D. Consultant agrees to comply with the confidentiality provisions set forth in Exhibit “E,” attached hereto and incorporated herein by this reference.

E. Consultant’s covenants under this section shall survive the expiration or termination of this Agreement.

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant’s and Authority’s regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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

TO CONSULTANT:
Andrew S. Belknap, Sr. Vice President
Management Partners, Inc.
2107 N. First St. Suite 470
San Jose, CA 95131

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 Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Authority Representative 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.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, 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. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

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.

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

Authority reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor

or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS: FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a

facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

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

RECOMMENDED FOR APPROVAL

DocuSigned by:
Kevin Armstrong
AEC58C6CA0B24F3...

Kevin Armstrong
Administrative Services Manager

MANAGEMENT PARTNERS, INC.
An Ohio Corporation

By: *Jerry Newfarmer*
DC9BC295314542F...

Name: Jerry Newfarmer
Title: President and CEO
Date: 6/25/2020

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: *Girish Balachandran*
5CA64B9AC4C24C3...

Name: Girish Balachandran
Title: Chief Executive Officer
Date: 6/25/2020

**Exhibit A Scope
of Services**

Management Partners will provide consulting services desired by the Authority, and which shall be prioritized in collaboration with the Authority to fit within the agreed upon contract amount:

- Serve as interim Chief Financial Officer (CFO) while the agency conducts a recruitment for a permanent CFO.
- Carry out the financial priorities of SVCE as determined by the Chief Executive Officer, including assisting with the credit rating process now underway, preparing treasurer's reports, and developing the annual budget for the new fiscal year beginning October 1, 2020.
- Collaborate with other members of the SVCE team as needed on various aspects of the agency's work.
- Assist, as needed, with the recruitment and assessment process of CFO candidates.
- Provide advice and support to the Chief Executive Officer and others to help Silicon Valley Clean Energy meet its goals.

The engagement is anticipated to average 20 hours a week, with the understanding that some weeks may require more hours and other weeks may need fewer. All work will be carried out remotely. Management Partners will provide periodic reports to the Silicon Valley Clean Energy summarizing the consulting assistance our firm has provided.

Exhibit B
Schedule of Performance

Management Partners will collaborate with the Authority to prioritize contract services as determined by current business needs.

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

Task	Begin	Complete
1. Interim CFO Support services	June 26, 2020	Dec 31, 2020
2. Additional Management Support services	June 26, 2020	Dec 31, 2020
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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 Seventy-five thousand and 00/100 dollars (\$75,000.00), 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.

Task	Estimated Budget
1. Interim CFO Support services (370 hours)	\$65,000
2. Additional Management Support services (hours tbd)	\$10,000
3.	
Total	\$75,000

Rates

Personnel	Title	Hourly
Don Rhoads	Special Advisor: interim CFO	\$175
Donna Peter	Special Advisor: Human Resources	\$175
Mandy Brown	Principal Management Analyst	\$130
Jan Perkins	Special Advisor: executive oversight	\$240

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). Authority shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. Authority does not pay interest on past due amounts.

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. In no event shall reimbursable expenses collectively exceed the total sum of two thousand, five hundred and 00/100 dollars (\$2,500.00).

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority Representative prior to commencement of any additional services. Consultant shall submit, at the Authority Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Exhibit _____ D
Insurance Requirements and Proof of Insurance

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.

Exhibit E
Confidentiality Requirements

Subject to the terms and conditions of the Agreement, current proprietary and confidential information of Authority regarding customers of Authority (“Authority Customers”) and/or other confidential information (collectively “Confidential Information”) may be disclosed to Consultant from time to time in connection herewith solely for the purposes set forth in the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by Consultant:

1. The Confidential Information disclosed to Consultant in connection herewith may include, without limitation, the following information about Authority Customers: (a) names; (b) addresses; (c) telephone numbers and email addresses; (d) service agreement numbers and account numbers; (e) meter and other identification numbers; (f) Authority-designated account numbers; (g) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption, HP load, and other data detailing electricity or gas needs and patterns of usage); (h) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (i) payment / deposit status; (j) number of units; and (k) other similar information specific to Authority Customers individually or in the aggregate. Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by Authority, regardless of the form of media in which it is prepared, recorded or retained.
2. Except for electric and gas usage information provided to Consultant pursuant to this Agreement, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.
3. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth in the Agreement.
4. Consultant shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth in the Agreement. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of Consultant who have a “need to know” such Confidential Information in the course of

their duties with respect to the Consultant program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement. Consultant shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity that is not Consultant's employee or representative (a "Third Party"), except where that Third Party has separately entered into a nondisclosure agreement with Authority.

5. Notwithstanding the above, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that Consultant notifies Authority immediately upon receipt thereof to allow Authority to seek protective treatment for such Confidential Information.
6. Consultant shall immediately notify Authority if it reasonably believes that there has been unauthorized access to the Confidential Information by a non-authorized person that could reasonably result in the use, disclosure, or theft of the Confidential Information.
7. It shall be considered a material breach of this Agreement if Consultant engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Consultant understands that if Authority finds that Consultant is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement Authority shall promptly cease all disclosures of Confidential Information to Consultant. Consultant further understands that if Authority receives a customer complaint about Consultant's misuse of data or other violation of the Disclosure Provisions, Authority shall promptly cease disclosing that customer's information to Consultant and shall notify the California Public Utilities Commission of the complaint.
8. Consultant shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Authority directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall immediately notify Authority in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this Agreement shall obligate the Authority to monitor or enforce the Consultant's compliance with the terms of this Agreement.
9. Consultant shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.

10. In addition to any other requirements set forth in the Agreement, within ten (10) business days of receipt of Authority's written request, and at Authority's option, Consultant will either return to Authority all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Authority with written certification that all such tangible Confidential Information of Authority has been destroyed.
11. Consultant acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Authority and/or Authority Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that the Authority shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Authority, in law or equity.
12. In addition to all other remedies, Consultant shall indemnify and hold harmless Authority, its officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of Consultant and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
13. When Consultant fully performs the purposes set forth in the Agreement, or if at any time Consultant ceases performance or Authority requires Consultant cease performance of the purposes set forth in the Agreement, Consultant shall promptly return or destroy (with written notice to Authority itemizing the materials destroyed) all Confidential Information then in its possession at the direction of Authority. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.



Staff Report – Item 1j

Item 1j: Adopt Resolution to Extend the Contract Terms and Spending Under Consultant Agreements with Sacramento Municipal Utility District, Center for Sustainable Energy, and ADM Associates, Inc.

From: Girish Balachandran, CEO

Prepared by: Aimee Bailey, Director of Decarbonization and Grid Innovation Programs

Date: 9/9/2020

RECOMMENDATION

Adopt Resolution No. 2020-25 authorizing the Chief Executive Officer (CEO) to extend the contract terms with Sacramento Municipal Utility District ("SMUD"), Center for Sustainable Energy ("CSE"), and ADM Associates, Inc. ("ADM"), collectively referred to as ("Master Consultant Agreements"), for consulting and support related to decarbonization and innovation program design, implementation, management, and evaluation; and increase the delegation of authority to the CEO to spend in aggregate an amount not to exceed two and a half million dollars, from the currently authorized \$1,000,000, and the term from September 30, 2021 to December 31, 2022.

Subject to Board-appropriation of funds, projects may be assigned under the Master Consultant Agreements to one or more consultants on a task order basis. Staff propose continuing biannual reporting to the Board on the expenses and balances of the contracts.

BACKGROUND

In December 2018, the SVCE Board adopted the Decarbonization Strategy and Programs Roadmap (abbrev. "Roadmap") to achieve its mission to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs for the community. Given staff's ability to rapidly roll-out the programs portfolio is limited by bandwidth and specialized expertise, SVCE carried out a competitive solicitation process in spring 2019 to select key third party partners for program admin support¹. The RFP garnered a strong response. After a rigorous evaluation process, staff selected SMUD, CSE and ADM for general program administrative support; innovation program support; and program evaluation services, respectively. In June 2019, the SVCE Board approved the Master Consultant Agreements with these three firms and delegated authority to the CEO to spend in aggregate an amount not to exceed one million dollars through Sept 20, 2021.

In addition to augmenting staff's limited bandwidth, program design, development, management and evaluation all require specialized knowledge and expertise. Accordingly, these functions have been well-suited to be served through consultant resources. Each consultant brings a unique set of tools, experience and resources to effectively meet SVCE's needs. More information about each consultant is provided below.

SMUD

SMUD's Community Energy Services (CES) business unit was created in recent years to leverage SMUD's knowledgeable and experienced staff to serve CCA clients. Related to programs in specific, SMUD has been designing, developing and administering innovative, customer-facing products and programs for decades, and

¹ The RFP is available at the following link: <https://www.svcleanenergy.org/wp-content/uploads/2019/04/Program-Support-RFP.pdf>

Agenda Item: 1j**Agenda Date: 9/9/2020**

currently offers nearly 100 programs to their customers and community. Key staff and experience from their programs teams are brought to bear under this consulting agreement. In addition to decades of relevant programs experience, SMUD as an organization is also aligned in its mission to address climate change, reinvest in the community, and harness local control. Recent CCA clients include East Bay Community Energy and Valley Clean Energy, who have retained SMUD for services spanning billing, data management, procurement strategy, call center, rate and policy design, and other operational support. Specific areas in which SMUD has provided services to SVCE include, but are not limited to, the following.

- Program Design and Implementation
- Program Application Administration
- Program Management

CSE

CSE has deep knowledge and expertise related to customer-facing energy programs generally, but specifically innovative pilot programs involving emerging technologies. For instance, CSE is the prime recipient of eight pilot projects totaling over \$20M from the California Energy Commission's (CEC) Electric Program Investment Charge (EPIC) program, the primary vehicle for funding emerging technology pilots that benefit investor-owned utility customers. CSE has also worked with various municipal utility and CCA clients in Northern California on programs-focused work, including Palo Alto Utilities and Sonoma Clean Power. Specific areas in which CSE has provided SVCE services include the following for the Innovation Onramp program.

- Applicant Interaction
- Pre-Screening of Applications
- Facilitate SVCE Screening of Applications
- Design and Implement Pilots
- Program Management for Select Pilots
- Portfolio Management
- Portfolio Review

ADM

ADM services focus on comprehensive energy research and program evaluation. They are an established provider of evaluation, measurement and verification (EM&V) services using transparent, data-driven and rigorous methodologies and approaches. ADM also has extensive experience specifically with emerging technology pilots, which is needed to effectively evaluate SVCE's innovation program activities. ADMs services help ensure SVCE is providing the best possible programs to customers and the community, and that the programs portfolio in aggregate is efficiently and effectively furthering SVCE's mission. Recent municipal utility, CCA and public sector clients include SMUD, Truckee Donner Public Utilities District, and the California Energy Commission. Specific areas in which ADM provides services include the following.

- Portfolio-Level Review
- Program/Pilot-Level Review
- Report Development and Presentation

ANALYSIS & DISCUSSION***Work Carried Out to Date***

Work under the Master Consultant Agreements are assigned to one or more consultants under a task order system and compensated via a time-and-material arrangement with a cost not to exceed amount established for each task. The services provided by each consultant has varied as SVCE's needs have evolved in response to progress of SVCE's programs portfolio roll-out, internal initiatives, and external opportunities and circumstances such as COVID. In many cases, the consultants have been asked to work together on a specific task and/or project. A compilation of task orders by consultant are shown in the following table.

Agenda Item: 1j

Agenda Date: 9/9/2020

Consultant	Task Orders	Not-to-Exceed (NTE)	Spent*
SMUD			
	TO1: All-Electric Showcase Awards	\$35,200	\$33,263
	TO2: FutureFit Heat Pump Water Heater	\$189,350	\$104,351
	TO3: Customer Resource Center (now eHub)	\$92,400	\$50,963
	TO4: Distributed Energy Resource Strategy	\$48,000	\$19,125
	TO5: Priority Zone DC Fast Charging	\$150,000	\$70,388
	<i>Sum of task order NTEs for SMUD:</i>	<i>\$514,950</i>	<i>\$278,089</i>
CSE			
	TO1: Innovation Onramp Support for 2019**	\$39,144	\$39,144
	TO2: Innovation Onramp Support for 2020	\$144,326	\$52,686
	<i>Sum of task order NTEs for CSE:</i>	<i>\$208,327</i>	<i>\$91,830</i>
ADM*			
	TO1: Program Design Consultation for EM&V	\$25,560	\$18,655
	TO2: UtilityAPI Flagship Pilot EM&V	\$20,130	\$1,885
	TO3: FutureFit Heat Pump Water Heater EM&V	\$15,480	\$14,351
	TO4: Community Engagement Grants EM&V	\$7,570	\$5,165
	TO5: Customer Relief & Community Resilience EM&V	\$60,035	\$350
	TO6: Electric Vehicle Infrastructure Portfolio EM&V	\$127,430	\$0
	<i>Sum of task order NTEs for ADM:</i>	<i>\$256,205</i>	<i>\$40,406</i>
Total		\$979,482	\$410,324

*Data current as of Sep 3, 2020

**CSE TO1 was replaced by CSE TO2

Staff anticipate future task orders for the following programs work.

- Design, implementation and EM&V of one or more programs included in the Building Decarb Joint Action Plan (to be brought for BOD review in Fall 2020)
- Continued implementation and EM&V of Innovation Onramp
- EM&V of several programs and pilots (reach code initiative, customer resource center, ev.energy pilot, Sunrun energy resilience program, future Innovation Onramp pilots)

SVCE's programs portfolio expenses are generally speaking in line with industry standards as it relates to percent spending on EM&V, percent spending on admin, etc. A more detailed characterization of spending across the programs portfolio – including program activities that may not involve SMUD, CSE, and/or ADM – is currently in development and will be included in the next quarterly programs report to the Board.

Staff Request to Extend the Contract Terms & Budget

The June 2019 request to the Board for spending authority of one million dollars for the three contracts was anticipated to be sufficient for an approximately two- to three-year period. However, spending under the Master Consultant Agreements has exceeded original forecasts for two primary reasons.

1. Staff are developing and deploying programs more rapidly than originally anticipated.
2. Staff is leveraging ADM more than originally estimated, including for EM&V support for the \$10M in Customer Relief and Community Resilience programs resulting from COVID.

Given a rigorous competitive solicitation process for these services was just carried out in 2019 and there is a strong desire to maintain a timely and responsive pace of program development and implementation, Staff request to extend the contracts through December 31, 2022, and increase the spending authority to two and a half million dollars. If the Staff recommendation is adopted by the Board, Staff anticipate going out to RFP in H2 2021 or H1 2022 (depending on spending rate) for program admin services. Staff would then bring new contracts forward to the Board, along with a new delegation of authority for spending for implementation.

STRATEGIC PLAN

The proposal supports SVCE's Strategic Plan Goal 5, which is to work with the community to achieve energy and transportation GHG emissions reductions of 30% emissions reduction from the 2015 baseline by 2021, 40% by 2025 and 50% by 2030. The consulting services brought on through the proposed Master Consultant Agreements will directly support specifically Strategy 5.3 to develop and conduct SVCE programs that promote decarbonization via grid innovation and fuel switching.

ALTERNATIVE

The primary alternative to the Staff recommendation is to immediately carry out another competitive solicitation to select consulting services for program admin support, and return to the Board with a separate set of contracts and request for a delegation of authority. Staff does not recommend this alternative for the following reasons: running RFP processes is staff resource intensive; a rigorous competitive solicitation process for these services was just carried out in 2019; program implementation activities may be delayed or disrupted for approximately four to six months while a competitive solicitation is carried out.

FISCAL IMPACT

Approval of the Resolution will authorize the CEO to spend an amount not to exceed two and a half million dollars (\$2,500,000) in aggregate through December 31, 2022. However, staff's ability to commit to spending under the Master Consultant Agreements through task orders is limited to the Board's appropriation of funds as part of the annual budget approval process. All spending is within the Board-approved programs budget of 2% of operating revenues.

ATTACHMENTS

1. Resolution 2020-25 Authorizing the Chief Operating Officer to Extend Contract Terms and Increase Authority to Spend in Aggregate Not to Exceed Two and a Half Million Dollars through December 31, 2022 inclusive.
2. Agreements: SMUD, CSE, and ADM

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2020-25

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY TO AMEND A DELEGATION OF AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXTEND MASTER CONSULTANT AGREEMENTS WITH SACRAMENTO MUNICIPAL UTILITY DISTRICT, CENTER FOR SUSTAINABLE ENERGY, AND ADM ASSOCIATES, INC

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

WHEREAS, the Silicon Valley Clean Energy Authority (“SVCE”) was formed on March 31, 2016, pursuant to a Joint Powers Agreement to promote, develop, conduct, operate, and manage energy programs in Santa Clara County;

WHEREAS, the Board adopted 2021, 2025 and 2030 greenhouse gas emissions reduction targets;

WHEREAS, the Board adopted the Decarbonization Strategy and Programs Roadmap and initial budget for the implementation of decarbonization programs pursuant to the Roadmap on December 12, 2018 by Resolution No. 2018-20;

WHEREAS, the Board approved additional decarbonization and grid innovation programs and budget amendments by Resolution Nos. 2019-02, 2019-07, 2020-01, and 2020-06 to amend the initial budget for decarbonization programs by approving allocations for the electric vehicle service equipment (EVSE) incentive program, workforce development and training activities, the heat pump water heater program, building decarbonization joint action plan, resilience at community facilities, streamlining community-wide electrification, the reach code initiative;

WHEREAS, SVCE has a need to continue to rapidly develop and deploy its programs portfolio with the goals of addressing greenhouse gas emissions and providing innovative programs for its customers in order to further the Board’s Strategic Plan;

WHEREAS, SVCE carried out a competitive solicitation in 2019 to select consultants to provide program design, implementation, management, and evaluation support services and enhance SVCE’s internal capabilities;

WHEREAS, Sacramento Municipal Utility District, Center for Sustainable Energy, and ADM Associates, Inc., were selected through the competitive solicitation process to provide support services on a task order basis pursuant to a master agreement (“Services”);

WHEREAS, SVCE negotiated agreements with Sacramento Municipal Utility District, Center for Sustainable Energy, and ADM Associates, Inc. collectively referred to as Master Consultant Agreements;

WHEREAS, the Board adopted Resolution No. 2019-10 to delegate authority to the Chief Executive Officer to execute the Master Consultant Agreements with terms consistent with those presented to the Board, and authorized spending of up to one million dollars (\$1,000,000) through September 30, 2021;

WHEREAS, the rate of spending under the Master Consultant Agreements has exceeded original forecasts for two primary reasons: 1) staff are developing and deploying programs more rapidly than originally anticipated; and 2) staff are leveraging ADM more than originally estimated, including for evaluation support for the \$10M in Customer Relief and Community Resilience programs resulting from COVID;

WHEREAS, there is a strong desire to maintain a timely and responsive pace of program development and implementation;

WHEREAS, the Board therefore wishes to increase the delegation of authority to the Chief Executive Officer, or his or her designee, to spend up to two and a half million dollars (up from one million dollars), in aggregate under the Master Consultant Agreements through December 31, 2022 inclusive;

WHEREAS, no commitment of funds shall be made without the appropriation of such funds by the Board;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Board hereby amends the delegation of authority from Resolution No. 2019-10 to authorize the Chief Executive Officer to increase the total expenditures under the Master Consultant Agreements to up to two and a half million dollars (\$2,500,000) through December 31, 2022 inclusive subject to sufficient appropriations being approved by the Board in each fiscal year.

ADOPTED AND APPROVED this 9th day of September 2020, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Gibbons				
City of Cupertino	Director Sinks				
City of Gilroy	Director Tovar				
City of Los Altos	Director Fligor				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Montano				
City of Monte Sereno	Director Ellahie				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Ellenberg				
City of Saratoga	Director Miller				
City of Sunnyvale	Director Smith				

Chair

ATTEST:

Clerk

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
SACRAMENTO MUNICIPAL UTILITY DISTRICT FOR
PROGRAM CONSULTING SERVICES**

THIS AGREEMENT, is entered into this 25 day of June, 2019, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and SACRAMENTO MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of California established under the Municipal Utility District Act whose address is 6201 S Street Sacramento CA 95817 (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 program design, implementation, and management consulting services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on June 25, 2019, and shall terminate on September 30, 2021, 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 on a task order basis as directed by the Authority and based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

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

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement

by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by 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 agreement¹⁶.

16. **PARTY REPRESENTATIVES**

Aimee Bailey, Director of Decarbonization and Grid Innovation, shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Tracy Carlson, Director of Community Energy Services, 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
Attn: Aimee Bailey

TO CONSULTANT:
Sacramento Municipal Utility District
6201 S Street
Sacramento, CA 95817
Attn: Ali Crawford, SMUD Legal

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

DocuSigned by:
Aimee Bailey

7BC1D0448EEF49B...

Aimee Bailey

Director of Decarbonization and Grid Innovation

CONSULTANT NAME

DocuSigned by:
Sacramento Municipal Utility District

By: Arlen Orchard

Name: Arlen Orchard

Title: Chief Executive Officer

Date: 6/27/2019

SILICON VALLEY CLEAN ENERGY

AUTHORITY

DocuSigned by:
A Joint Powers Authority

By: Don Eckert

Name: Don Eckert

Title: Director of Finance and Administration

Date: 6/27/2019

APPROVED AS TO FORM:

DocuSigned by:
Gregory W. Stepanicich

Counsel for Authority

ATTEST:

DocuSigned by:
Andrea Pizano

Authority Clerk

Exhibit A **Scope of Services**

The services to be provided by Consultant to Authority under this Scope of Services may be varied and flexible based on SVCE's specific requirements as they evolve over time in response to progress of SVCE's programs portfolio roll-out, external opportunities and internal initiatives. Areas in which Consultant may provide services to SVCE are expected to include, but are not limited to, the below. Specific tasks to be completed shall be effectuated by task order(s) agreed to by the Parties.

1. Program Design and Implementation

1.1 Work with SVCE to shape a final program design, based on existing draft development work that SVCE staff has completed. May include defining project goals, requirements and restrictions.

1.2 Estimate required effort on behalf of consultant and SVCE. Outline key roles and responsibilities, and obtain SVCE sign-off on program-specific plans.

1.3 Review budget and objectives to provide an estimate on cost-effectiveness and anticipated achievements of the program.

1.4 Work with SVCE staff and SVCE's marketing consultant(s) to design an effective marketing campaign recognizing the importance of matching customers with competent providers.

1.5 Work with SVCE staff and SVCE's third-party evaluation, measurement & verification (EM&V) consultants to design an EM&V plan for the program.

1.6 Implement and operationalize the program design. Develop any required materials, applications or other forms. Address any remaining gaps in the program design and fill in missing details to the level of granularity required to administer the program. Work with SVCE staff to publish necessary materials on the web and launch marketing campaigns.

1.7 Iterate and revise the program design and implementation, as necessary, throughout the life of the program to address any key issues that are discovered, or at the request of SVCE staff.

1.8 Establish SVCE's program on a comprehensive program tracking software to easily monitor all data relating to the program. The software should integrate with SVCE's systems to periodically transition data to SVCE. SVCE will retain ownership of all data.

2. Program Application Administration

2.1 Respond to applicant requests for clarification on requirements, help with application forms and application status through email and phone channels.

2.2 Manage application processes. Review and approve, or deny and provide feedback, all applications based on eligibility, completeness and accuracy.

2.3 Monitor any reservations in the system for compliance with program requirements. Process any additional paperwork upon completion of reservation terms and approve project. Remind applicants with reservations who have not completed their projects as they approach the end of their reservation window, and reject any that fail to meet the terms.

2.4 Through the processes identified with SVCE staff, route approved projects for required rebate payment and other processing.

3. Program Management

3.1 Provide SVCE with periodic updates on the budget, including spent money, reserved funds and remaining funds. Updates should identify successes and failures, along with the impact that the program has had to date.

3.2 Identify key issues faced by the program and communicate with SVCE to resolve them effectively.

3.3 Provide all additional reporting documentation required for compliance with the program funding sources.

3.4 Provide SVCE with periodic updates on program achievements and progress towards state objectives and goals.

3.5 As needed, design feedback surveys with SVCE staff and administer them to program participants.

3.6 Coordinate with SVCE's EM&V consultant to facilitate their review and evaluation of the program.

4. Miscellaneous Other Support

4.1 On a time and materials basis, SVCE may require additional miscellaneous work. This Scope of Services has described the standard program requirements, but all future programs will be unique and may require additional support. SVCE also believes that there may be additional, innovative work that the consultant could perform within this overarching scope.

Exhibit B
Schedule of Performance

Work will be assigned by the Authority on a task order basis. Each task order shall assign work consistent with the Scope of Services, a not to exceed budget, and a schedule for performance of each such task, and shall be signed by both Parties and attached to this Agreement.

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 in each task order.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall be determined on a task order basis, which shall specify a labor estimate and a not to exceed amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in each task order shall be at no cost to Authority unless previously approved in writing by Authority.

Rates

Personnel	Job Description	Hourly Rate
Tracy Carlson	Director	\$200.00
Gary Lawson	Manager, Wholesale Energy Services	\$200.00
Ali Crawford	Manager, PD&D	\$150.00
Obadiah Bartholomy	Manager, DES	\$150.00
Lupe Jimenez	Manager, R&D	\$150.00
Ivan Rostami	Manager, Call Center	\$150.00
Ariel Cumigad	Manager, Systems Architect	\$150.00
Tegan Knifton	Manager, Client Relations	\$150.00
Tara Porter	Manager, Billing and Data Management	\$150.00
Wanda Perez	Supervisor, Call Center	\$150.00
Steve Van Horssen	Supervisor, Billing and Data Management	\$150.00
Ryan Braas	Senior Designer	\$150.00
	IT Developer	\$150.00
Scott Blunk	Strategic Planner	\$150.00
James Frasher	Strategic Planner	\$150.00
Christine Meigan	Strategic Planner	\$150.00
Patrick McCoy	Project Manager II	\$150.00
Jennifer Archuleta	Project Manager II	\$150.00
Rob Chin	Art Director	\$150.00
Amy Furlong	Marketing Specialist	\$150.00
Alan Spero	Marketing Specialist	\$150.00
Daniel Camacho	UX Specialist	\$150.00
John McClimans	UX Specialist	\$150.00
Mike Corbett	Program Manager	\$150.00
Cheri Davis	Program Manager	\$150.00
Anya Suneson	Program Manager	\$150.00
Pammy Ponenala	Program Analyst	\$100.00
	Customer Service Representative	\$100.00
	Billing Service Representative	\$100.00
Tiffiney Vernon	Administrative Assistant	\$80.00

Invoices

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

Reimbursable Expenses

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

Additional Services

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

Exhibit D
Insurance Requirements and Proof of Insurance

Pursuant to California Government Code §990, Consultant is a self-insured public entity. Consultant is self-insured for general and professional liability, auto liability, cyber, workers' compensation, and for damage to property owned by Consultant or others, to the extent to which Consultant has contractually assumed responsibility. A certificate of insurance is not applicable when an entity is self-insured and there is no expiration date. Consultant shall provide a letter of self-insurance stating that Consultant's self-insurance program adequately protects against liabilities and claims arising out of the performance of the agreement.

Consultant meets the following minimum insurance requirements:

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.
- (5) **Cyber Coverage**
Cyber coverage with an aggregate limit of liability of \$1 million dollars (\$1,000,000.00).

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
CENTER FOR SUSTAINABLE ENERGY
FOR
INNOVATION PROGRAM ADMINISTRATION SERVICES**

THIS AGREEMENT, is entered into this 12th day of June, 2019, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Center for Sustainable Energy, a California nonprofit public benefit corporation recognized as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of the United States ("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 decarbonization and grid innovation program design, implementation and management consulting services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on June 12, 2019, and shall terminate on September 30, 2021, 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 on a task order basis as directed by the Authority and based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

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

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law 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 promptly provide 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. On or before the commencement of the term of this Agreement, Consultant shall cause any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein to provide evidence that such insurer has waived 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 (at which time the terms and conditions of subcontracting shall be agreed), Consultant shall not hire subcontractors to cause performance of the services required under this Agreement.

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. Beckie Menten 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:
Center for Sustainable Energy
Attn: Notice Officer
3980 Sherman Street, Suite 170
San Diego, CA 92110
e-mail: legal@energycenter.org

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

7BC1D0448EEF49B
Aimee Bailey
Director of Decarbonization and Grid Innovation

CONSULTANT
CENTER FOR SUSTAINABLE ENERGY

DocuSigned by:
Lawrence Goldenhersh
By: _____
58F5EFF4297C491...
Name: Lawrence Goldenhersh
Title: President
Date: 7/10/2019

SILICON VALLEY CLEAN ENERGY
AUTHORITY

A Joint Powers Authority
DocuSigned by:
Girish Balachandran
By: _____
5CA64B9AC4C24C3...
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 7/14/2019

APPROVED AS TO FORM:

DocuSigned by:
Gregory W. Stepanicich
By: _____
9E728D9E914F493...
Counsel for Authority

ATTEST:

DocuSigned by:
Andrea Pizano
By: _____
D0029738BB994BA...
Authority Clerk

Exhibit A **Scope of Services**

The services to be provided by Consultant to Authority under this Scope of Services may be varied and flexible based on SVCE's specific requirements as they evolve over time in response to progress of SVCE's programs portfolio roll-out, external opportunities and internal initiatives. Specific areas in which Consultant may provide services to SVCE are expected to include, but are not limited to, the following, for Innovation Onramp and potentially other innovation-related program activities:

1. Applicant Interaction

- 1.1 Monitor email inbox and phone line to actively respond to applicant inquiries.
- 1.2 Address inquiries on the overarching program objectives, application and other general topics.
- 1.3 Address inquiries on the evaluation process and provide any required status updates to interested applicants

2. Pre-Screening

- 2.1 Screen applications for eligibility and completeness.
- 2.2 Provide an initial evaluation to SVCE staff on the strengths and weaknesses of each application.

3. Facilitate SVCE Screening

- 3.1 Organize the quarterly evaluation process for a panel of SVCE staff to review screened applicants.
- 3.2 Lead the review panel through the evaluation process. Help to structure and guide the conversation around the key goals of SVCE and the Innovation Onramp program.
- 3.3 Take notes to support future feedback to applicants and record decisions.

4. Design and Implement Pilots

- 4.1 Lead in contacting new partners (applicants chosen through SVCE screening) and communicating next steps.
- 4.2 Work with partners to develop pilot scopes of work. These scopes should guide partners towards objectives, roles, responsibilities, timelines, milestones and evaluation, measurement & verification that support SVCE's mission and overarching goals while leveraging the innovative idea(s) from the partner.

5. Program Management for Select Pilots

5.1 Maintain close contact with partner throughout the contract term. Communicate with partner key challenges and provide logistical support as needed. Alert SVCE staff to any important decision-making moments for feedback.

5.2 Monitor progress towards scope requirements and help partner ensure that they are met.

5.3 Create periodic and final reports on pilot, with help of partner, for SVCE to review.

6. Portfolio Management

6.1 Maintain close contact with all partners throughout the contract term. Address any partner questions and monitor ongoing progress of pilots.

6.2 Monitor partner use of grant funding to ensure it complies with all SVCE requirements.

7. Portfolio Review

7.1 On a quarterly basis, aggregate key metrics and updates from all active partners and integrate into a portfolio review document and presentation.

7.2 Provide recommendations based on findings and incorporate into documentation. Recommendations could include pilot-specific or portfolio-level commentary.

7.3 Present findings to SVCE staff and address any questions.

7.4 Follow up with SVCE staff and partners on any action items identified during the review process.

8. Miscellaneous Other Support

8.1 On a time and materials basis, SVCE may request additional work outside the rest of the scope. This could be a presentation on the Innovation Onramp program to the SVCE Board, community workshop or extra administrative help on a given pilot.

Exhibit B
Schedule of Performance

Work will be assigned on a task order basis by a representative of the Authority. Each task order shall assign work consistent with the Scope of Services, a not to exceed budget, and a schedule for performance of each such task, and shall be signed by both Parties and attached to this Agreement.

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 by each task order.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall be determined and agreed to by the Parties on a task order basis.

Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in the applicable task order shall be at no cost to Authority unless previously approved in writing by Authority.

RATES

Consultant anticipates that the staff identified below will perform work consistent with the Scope of Services. Consultant may assign additional staff and hourly rates on a task order basis with the approval of Authority. Such assignment and acceptance of additional staff consistent with the task order may be confirmed by e-mail communications. Hourly rates contained herein are applicable for calendar year 2019. Consultant shall increase hourly rates by 3% at the beginning of each subsequent calendar year.

Title	Hourly Rate
Director	\$200.00
Senior Engineer	\$190.00
Assistant Director	\$180.00
Sr. Manager / Sr. Specialist / Sr. Research Analyst / Sr. Web Developer/UX/UI Designer	\$165.00
Research Manager / Graphic Designer	\$150.00
Engineer	\$145.00
Manager / Business Analyst	\$140.00
Specialist / Research Analyst	\$125.00
Platform Developer / Accountant / Copywriter	\$120.00
Coordinator / Junior Research Analyst	\$100.00
Marketing Associate / Project Associate	\$90.00
Research Analyst Assistant	\$75.00

Key staff

The following CSE staff have been identified as resources that may support the Innovation Onramp program. Staff have been identified based on either a core role on the program, or specific subject matter expertise that CSE anticipates may be required for applicant screening, development of

pilot scopes of work and budgets, and review of deliverables.

Title	Staff Name	Description of role and subject matter expertise
Director	Beckie Menten	Program oversight; SME - CCA and customer programs strategic planning
	Laura Parsons	Oversight of logic model, scoring tools and pilot dashboard development
Sr. Engineer	John Woolsey	SME - energy modeling, ZNE / zero-carbon buildings, energy storage, self-generation
Sr. Manager	Brian Jones	Overall program management
	Pierre Bull	SME - DER integration, wholesale energy market participation, building performance
	Sean Sevilla	SME - DER integration, wholesale energy market participation, building performance
	Marissa Van Sant	SME - DER integration, ZNE buildings
	Sarah Bliss	Logic model development and review
	Kat Beaulieu	Oversight of marketing content development, webinar delivery, etc.
Sr. Specialist	Kevin Wood	SME - EV infrastructure and alternative transportation
Graphic Designer	Kristian Pham	Development of formatted documents, emails, etc.
Engineer	Alex Kauffman	SME - energy storage, self-generation, measurement & verification
Manager	Christopher Holguin	Coordination of marketing activities and webinar logistics
Research Analyst	Jennifer Boughton	Development of scoring tools and pilot dashboards
Specialist	Jon Hart	SME - energy storage, wholesale energy markets
Specialist	Jeanne Fricot	SME - codes and standards
Coordinator	Mai Fang	Applicant interaction - respond to inquiries, share program information, etc.
Copywriter	Chuck Colgan	Copyediting of external content, blogs, press releases, etc.
	Kelly Hillock	Copyediting of external content, blogs, press releases, etc.
Project Associate	Esther Ho	Applicant interaction - respond to inquiries, share program information, etc.
Marketing Associate	Sophie Kovensky	General support with marketing activities, support with webinars, promoting program through organic/paid campaigns, etc.
Research Analyst Assistant	Keir Havel	Development of scoring tools and pilot dashboards

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.
- (5) **Cyber Coverage**
Cyber coverage with an aggregate limit of liability of \$1 million dollars (\$1,000,000.00); *provided that* such insurance need not be in place as of the commencement of the term of this Agreement but must be in place prior to receiving confidential information from Authority or Authority's customers in connection with Consultant's performance under this Agreement.

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
ADM ASSOCIATES, INC. FOR
EVALUATION, MEASUREMENT AND VERIFICATION SERVICES**

THIS AGREEMENT, is entered into this 12 day of June, 2019, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and ADM Associates, Inc., a California corporation whose address is 3239 Ramos Circle, Sacramento CA 95827 (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 evaluation, measurement and verification support for decarbonization and grid innovation programs upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on June 12, 2019, and shall terminate on September 30, 2021, 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 on a task order basis as directed by the Authority and based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

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

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement

by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by 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. Adam Thomas 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:

Adam Thomas
ADM Associates, Inc.
3239 Ramos Circle
Sacramento CA 95827

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

DocuSigned by:
Aimee Bailey
7861D0448EEF49B...
Aimee Bailey
Director of Decarbonization and Grid Innovation

CONSULTANT NAME

DocuSigned by:
Adam Thomas
3338677D28D3453...
By: Adam Thomas
Name: Adam Thomas
Title: Director
Date: 6/17/2019

SILICON VALLEY CLEAN ENERGY
AUTHORITY

DocuSigned by:
Girish Balachandran
5CA64B9AC4C24C3...
By: A Joint Powers Authority
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 6/17/2019

APPROVED AS TO FORM:

DocuSigned by:
Gregory W. Stepanicich
9E728D9E914F493...
Counsel for Authority

ATTEST:

DocuSigned by:
Andrea Pizano
D0029733BB994BA...
Authority Clerk

Exhibit A Scope of Services

The services to be provided by Consultant to Authority under this Scope of Services may be varied and flexible based on SVCE's specific requirements as they evolve over time in response to progress of SVCE's programs portfolio roll-out, external opportunities and internal initiatives. Specific areas in which Consultant may provide services to SVCE are expected to include, but are not limited to, the following:

1. Portfolio-Level Review

1.1 Work with SVCE staff to aggregate data from all programs and efforts in the SVCE portfolio. This will include program administered by third-party contractors and those run in-house.

1.2 Based on available literature and knowledge of SVCE programs, assess reasonability and accuracy of totals.

1.3 Note any suggested caveats or adjustments to totals that SVCE should consider when reporting the numbers to other groups.

2. Program-Level Review

2.1 Work with SVCE staff to identify programs to review at the outset of each six-month cycle. Coordinate with SVCE staff and its third-party contractors to acquire all data, program information and anything else necessary for a comprehensive review.

2.2 Work with SVCE staff to determine appropriate depth for evaluation, measurement & verification (EM&V) review. Investigate pertinent literature and other similar programs to contextualize the review needs.

2.3 Review all aspects of the programs identified for review. This should include administration processes, costs, technology requirements, budget, results, impact and persistence. Concepts of interest include free-ridership and cost-effectiveness. Thoroughly explore any discrepancies discovered during the review. The review may include validating models and assumptions, surveying program participants and surveying program non-participants.

2.4 Provide suggestions for improving any issues discovered in the program review. Also suggest any innovative additions that could provide additional benefit to the program, even if they do not address an identified issue.

3. Report Development and Presentation

3.1 Summarize findings into a clear and concise report for SVCE staff. This report should provide sufficient detail to implement any suggested changes while not being burdensome to read and review. Work with SVCE staff to revise the draft document to achieve a successful final

version.

32 Transform report into a presentation format and present it to SVCE staff. Address any questions or concerns and incorporate into the final version of the report delivered to SVCE.

4. Miscellaneous Other Support

4.1 On a time and materials basis, SVCE may require additional EM&V related work outside the scope above.

Exhibit B
Schedule of Performance

Work will be assigned by the Authority on a task order basis. Each task order shall assign work consistent with the Scope of Services, a not to exceed budget, and a schedule for performance of each such task, and shall be signed by both Parties and attached to this Agreement.

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 in each task order. The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall be determined on a task order basis, which shall specify a not to exceed amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in the applicable task order shall be at no cost to Authority unless previously approved in writing by Authority.

Rates

Personnel	Title	Hourly
Adam Thomas	Director	\$175
Dan Mort	Director	\$175
Daniel Chapmen	Senior Engineer	\$135
Jeremy Offenstein	Senior Analyst	\$135
TBD	Senior Project Manager/Senior Analyst/Senior Engineer	\$135
TBD	Analyst	\$80
TBD	Analyst II	\$110
TBD	Technician	\$90
TBD	Assistant	\$55

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.
- (5) **Cyber Coverage**
Cyber coverage with an aggregate limit of liability of \$1 million dollars (\$1,000,000.00).



Staff Report – Item 1k

Item 1k: Authorize the Chief Executive Officer to Execute Agreement with Maher Accountancy for Accountant Services

From: Girish Balachandran, CEO

Prepared by: Kevin Armstrong, Administrative Services Manager

Date: 9/9/2020

RECOMMENDATION

Staff recommends the Board of Directors approve and authorize the Chief Executive Officer to execute an agreement with Maher Accountancy for \$247,670.00 through September 30, 2021.

BACKGROUND

SVCE has been utilizing the services of Maher Accountancy since March 2017 with the current agreement expiring on September 30, 2020. There is no change in cost between the proposed agreement and the current agreement, which was amended in May 2020 to include \$20,000 for business continuity support services.

Maher Accountancy services strengthen internal controls and provide institutional knowledge based on years of experience with other Community Choice Aggregators.

ANALYSIS & DISCUSSION

Maher Accountancy shall provide accounting services and financial operational assistance to the Authority for a fixed monthly fee. Services include (See Exhibit A of Attachment 1):

1. Maintenance of the General Ledger including reconciling customer data management reports of customer activity and accounts receivable and reconciliation of the agency's financial institution for cash activity and balances.
2. Assist staff with the development of the operating budget.
3. Manage accounts payable by providing a cloud-based accounts payable document management system that enhances internal controls.
4. Manage compliance with fiscal provisions of vendor contracts including the verifying of time periods, rates, and financial limits before payment is released.
5. Monitor expenditures budget compliance and make timely suggestions and budget amendments when necessary.
6. Financial reporting including periodic and year-to-date accrual basis financial statements.
7. Present financial information to Board of Directors, as needed.
8. Assist the treasury function.
9. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports
10. File annual information returns such as 1099's/1096's.
11. Provide hosting and portal to assist with contracts management.

Maher Accountancy shall also assist with coordination of an independent auditor for the annual audit and prepare annual financial statements. In addition, Maher Accountancy developed and manages an online contract portal, allowing staff to track open contracts and expenditures.

STRATEGIC PLAN

The recommendation supports the financial goals of the Strategic Plan.

ALTERNATIVE

Staff is open to alternatives from the Board.

FISCAL IMPACT

This recommendation results in a \$247,670 fiscal impact to the agency but is offset with the avoidance of SVCE in hiring staff to perform these duties.

ATTACHMENTS

1. Draft Agreement with Maher Accountancy

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
MAHER ACCOUNTANCY
FOR
ACCOUNTING SERVICES**

THIS AGREEMENT, is entered into this 1st day of October, 2020, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and MAHER ACCOUNTANCY, a California Corporation whose address is 1101 Fifth Avenue, Suite 200, San Rafael, CA 94901 (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 Accounting Services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on October 1, 2020, and shall terminate on September 30, 2021, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed two hundred forty-seven thousand and six hundred seventy dollars (247,670.00) based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

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. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

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

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

8. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex,

gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

9. **HOLD HARMLESS AND INDEMNIFICATION**

General Indemnification. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

10. **INSURANCE**

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

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby

grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

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

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

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

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

11. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have 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, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant 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.

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

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 (“Authority Representative”) shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Maher Accountancy shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **INFORMATION AND DOCUMENTS**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives Authority notice of such court order or subpoena.

B. Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Authority. Authority may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. In the event Authority gives Consultant written notice of a "litigation hold", then as to all data identified in such notice, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

D. Consultant agrees to comply with the confidentiality provisions set forth in Exhibit "E," attached hereto and incorporated herein by this reference.

E. Consultant's covenants under this section shall survive the expiration or termination of this Agreement.

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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

TO CONSULTANT:
Michael Maher, CPA
Maher Accountancy
1101 Fifth Avenue, Suite #200
San Rafael, CA 94901

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 Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which

shall be effective immediately. The Authority Representative 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.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, 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. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

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.

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

Authority reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance

of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

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

RECOMMENDED FOR APPROVAL

Don Rhoads
Interim Director of Finance & Administration

CONSULTANT NAME
MAHER ACCOUNTANCY

By: _____
Name: Mike Maher
Title: _____
Date: _____

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: _____
Name: Girish Balachandran
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

Monthly Financial Operational Assistance:

1. Assist in development of operating budget in collaboration with management and technical consultants.
2. Maintain the general ledger by:
 - a. Posting billings, accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, etc.
 - b. Prepare or maintain the following monthly analysis regarding general ledger account balances:
 - i. Reconciliation to statements from Authority's financial institution for cash activity and balances;
 - ii. Reconcile customer data manager reports of customer activity and accounts receivable;
 - iii. Estimated user fees earned but not billed as of the end of the reporting period;
 - iv. Schedule of depreciation of capital assets;
 - v. Aged schedule of accounts payable;
 - vi. Schedules of details regarding all remaining balance sheet accounts.
3. Manage accounts payable: Consultant utilizes a cloud-based accounts payable document management system to provide for documentation of management review, proper segregation of duties, and access to source data. Consultant ensures that required authorization is documented, and that account coding is correct. SVCEA staff then authorizes the release of payment by an independent payment service in order to provide an additional safeguard.
4. Manage compliance with fiscal provisions of vendor contracts: Before submitting vendor invoices for management approval, Consultant verifies that a vendor invoice with contract provisions regarding time periods, rates, and financial limits.
5. Monitor expenditure budget compliance. Consultant monitors budget available and will make timely suggestions for any necessary budget amendments.
6. Provide periodic and year-to-date accrual basis financial statements with comparison to projections.
7. Provide modified accrual basis financial statement with comparison to budget.
8. Filing annual information returns such as form 1099/1096's.
9. Present financial information to Board of Directors, as needed.
10. Assist the treasury function.
11. Provide services to meet the requirements of applicable laws and regulations relating to the provisions of accounting services for Authority.
12. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports
13. Provide hosting and portal management for the contracts management portal.

Prepare annual financial statements and coordination with independent auditor

Exhibit B
Compensation

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

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of two hundred forty-seven thousand and six hundred seventy dollars (247,670.00) dollars, 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.

Task	Estimated Budget
1. Accounting Services (Monthly)	\$16,761.33
2. Prepare annual financial statements and coordinate with external auditor (Annual)	\$14,534
3. Contract Portal Management (Annual)	\$12,000
4. Business Continuity Support	\$20,000
Total	\$247,670

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). Authority shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. Authority does not pay interest on past due amounts.

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 Representative prior to commencement of any additional services. Consultant shall submit, at the Authority Representative’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Exhibit C
Insurance Requirements and Proof of Insurance

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

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.
- (5) **Privacy and Cybersecurity Liability**
Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least \$1,000,000 US per occurrence.

Exhibit D
Confidentiality Requirements

Subject to the terms and conditions of the Agreement, current proprietary and confidential information of Authority regarding customers of Authority (“Authority Customers”) and/or other confidential information (collectively “Confidential Information”) may be disclosed to Consultant from time to time in connection herewith solely for the purposes set forth in the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by Consultant:

1. The Confidential Information disclosed to Consultant in connection herewith may include, without limitation, the following information about Authority Customers: (a) names; (b) addresses; (c) telephone numbers and email addresses; (d) service agreement numbers and account numbers; (e) meter and other identification numbers; (f) Authority-designated account numbers; (g) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption, HP load, and other data detailing electricity or gas needs and patterns of usage); (h) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (i) payment / deposit status; (j) number of units; and (k) other similar information specific to Authority Customers individually or in the aggregate. Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by Authority, regardless of the form of media in which it is prepared, recorded or retained.
2. Except for electric and gas usage information provided to Consultant pursuant to this Agreement, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.
3. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth in the Agreement.
4. Consultant shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth in the Agreement. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of Consultant who have a “need to know” such Confidential Information in the course of

their duties with respect to the Consultant program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement. Consultant shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity that is not Consultant's employee or representative (a "Third Party"), except where that Third Party has separately entered into a nondisclosure agreement with Authority.

5. Notwithstanding the above, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that Consultant notifies Authority immediately upon receipt thereof to allow Authority to seek protective treatment for such Confidential Information.
6. Consultant shall immediately notify Authority if it reasonably believes that there has been unauthorized access to the Confidential Information by a non-authorized person that could reasonably result in the use, disclosure, or theft of the Confidential Information.
7. It shall be considered a material breach of this Agreement if Consultant engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Consultant understands that if Authority finds that Consultant is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement Authority shall promptly cease all disclosures of Confidential Information to Consultant. Consultant further understands that if Authority receives a customer complaint about Consultant's misuse of data or other violation of the Disclosure Provisions, Authority shall promptly cease disclosing that customer's information to Consultant and shall notify the California Public Utilities Commission of the complaint.
8. Consultant shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Authority directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall immediately notify Authority in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this Agreement shall obligate the Authority to monitor or enforce the Consultant's compliance with the terms of this Agreement.
9. Consultant shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.

10. In addition to any other requirements set forth in the Agreement, within ten (10) business days of receipt of Authority's written request, and at Authority's option, Consultant will either return to Authority all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Authority with written certification that all such tangible Confidential Information of Authority has been destroyed.
11. Consultant acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Authority and/or Authority Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that the Authority shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Authority, in law or equity.
12. In addition to all other remedies, Consultant shall indemnify and hold harmless Authority, its officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of Consultant and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
13. When Consultant fully performs the purposes set forth in the Agreement, or if at any time Consultant ceases performance or Authority requires Consultant cease performance of the purposes set forth in the Agreement, Consultant shall promptly return or destroy (with written notice to Authority itemizing the materials destroyed) all Confidential Information then in its possession at the direction of Authority. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.



Staff Report – Item 11

Item 11: Authorize the Chief Executive Officer to Execute Amendment to Agreement for FY19-20 and Agreement for FY20-21 with Richards, Watson & Gershon for Legal Services

From: Girish Balachandran, CEO

Prepared by: Kevin Armstrong, Administrative Services Manager

Date: 9/9/2020

RECOMMENDATION

Staff recommends that the Board authorize the CEO to execute an amendment to the current agreement for FY19-20 legal services with Richards, Watson & Gershon (RWG) to increase compensation not to exceed a limit of \$215,000, and to execute a new agreement with Richards, Watson & Gershon (RWG) for legal services from October 1, 2020 through September 30, 2021, for an amount not to exceed \$185,000.

BACKGROUND

Silicon Valley Clean Energy (SVCE) has been utilizing the services of RWG since the Agency's formation with the current agreement expiring on September 30, 2020. Staff was recently notified that estimated billings for the final three months of the contract term will likely exceed the existing not to exceed limit of \$185,000. Staff recently found early billings during this contract term that were incorrectly attributed to a previous contract, causing this pending overage to remain unnoticed until now. Staff will work with the contract portal manager to review contract expenditures to ensure correct attribution and tracking going forwards.

Compensation for the upcoming agreement for fiscal year 2020 – 2021 is to not exceed \$185,000 for the term of the agreement. This compensation cap matches the original agreement amount from FY19-20, but is lower than the amended amount being considered. While the overall legal workload for SVCE has increased due to increasing program and contractual needs, there is a reduction in anticipated billings around the PG&E Bankruptcy proceedings.

ANALYSIS & DISCUSSION

The scope of work for fiscal year 2020 – 2021 is included in Exhibit A to the Agreement with RWG (see Attachment 2) and includes:

- Attendance at the monthly SVCE Board of Directors meetings and any special meetings and workshops as required by the CEO or Chair of the Board.
- Brown Act, Conflict of Interest and Public Records Act advice and representation.
- Preparation or review of consultant and vendor contracts.
- Advice to the CEO and designated staff on administrative and operational matters.
- Research and advice on legal questions asked by the Board, CEO and designated staff.
- Advice and assistance on other legal matters as may be assigned by the CEO.

STRATEGIC PLAN

The recommendation supports staff in all areas of the Strategic Plan.

ALTERNATIVE

Staff is open to alternatives from the Board.

FISCAL IMPACT

The recommendations result in fiscal impacts of \$30,000 to Fiscal Year 2019-20, and \$185,000 for Fiscal Year 2020-21. The current agreement with RWG for FY2019-20 is for a total of \$185,000 and expires on September 30, 2020. This amendment will increase the total not-to-exceed amount by \$30,000, to a new contract total of \$215,000. The agreement with RWG for fiscal year 2020-21 will be for a total not-to-exceed amount of \$185,000.

ATTACHMENTS

1. Amendment to Agreement and existing agreement with Richards, Watson & Gershon for FY19-20 legal services.
2. Agreement with Richards, Watson & Gershon for FY20-21 legal services.

FIRST AMENDMENT TO AGREEMENT WITH RICHARDS, WATSON & GERSHON

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency (“Authority”), and RICHARDS, WATSON & GERSHON entered into that certain agreement entitled LEGAL SERVICES, effective on October 1, 2019 hereinafter referred to as “Original Agreement”; and

WHEREAS, Authority and Richards, 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. COMPENSATION TO GENERAL COUNSEL 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 two hundred and fifteen thousand and 00/100 dollars (\$215,000.00) dollars based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

2. EXHIBIT B COMPENSATION of Original Agreement shall be amended to read as follows:

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

The compensation to be paid to General Counsel under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total exceed two hundred and fifteen thousand and 00/100 dollars (\$215,000.00), 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

3. This Amendment shall be effective on September 10, 2020.

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

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

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

RECOMMENDED FOR APPROVAL

Don Rhoads, Interim Director of Finance & Administration

GENERAL COUNSEL NAME
RICHARD, WATSON & GERSHON
A Professional Corporation

By: _____
Name: _____
Title: _____
Date: _____

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: _____
Name: Girish Balachandran
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
RICHARDS, WATSON & GERSHON
FOR
LEGAL SERVICES**

THIS AGREEMENT, is entered into this 1st day of October, 2019, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and RICHARDS, WATSON & GERSHON, a PROFESSIONAL CORPORATION whose address is 44 Montgomery St., Suite 3800. San Francisco, CA 94104 (hereinafter referred to as "General Counsel") (collectively referred to as the "Parties").

RECITALS:

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on October 1, 2019, and shall terminate on September 30, 2020, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

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

3. **COMPENSATION TO GENERAL COUNSEL**

General Counsel shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed One hundred and eighty-five thousand and 00/100 dollars (\$185,000.00) dollars based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

General Counsel and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

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

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

General Counsel shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of General Counsel or General Counsel's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement

by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

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

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

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

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

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

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

Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. **CONFLICT OF INTEREST**

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

12. **PROHIBITION AGAINST TRANSFERS**

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

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

13. **SUBCONTRACTOR APPROVAL**

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

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

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

and will provide proof of compliance to Authority.

14. **REPORTS**

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

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

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

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

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

15. **RECORDS**

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

16. **PARTY REPRESENTATIVES**

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

17. **CONFIDENTIAL INFORMATION**

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

18. **NOTICES**

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

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

TO AUTHORITY:

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

TO GENERAL COUNSEL:

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

19. **TERMINATION**

In the event General Counsel fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, General Counsel shall be deemed in default in the performance of this Agreement. If General Counsel fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving General Counsel written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to General Counsel as provided herein. Upon receipt of any notice of termination, General Counsel shall immediately discontinue performance. Authority shall pay General Counsel for services satisfactorily performed up to the effective date of termination. Upon termination, General Counsel shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by General Counsel or given to General Counsel, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

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

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of

those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

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

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

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

25. **AUTHORITY**

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

26. **INSERTED PROVISIONS**

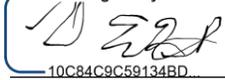
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

27. **CAPTIONS AND TERMS**

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

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

RECOMMENDED FOR APPROVAL



10C84C9C59134BD
Don Eckert, Director of Finance & Administration

GENERAL COUNSEL NAME
RICHARD, WATSON & GERSHON
A Professional Corporation

By: DocuSigned by:
Gregory W. Stepanicich
Name: Gregory W. Stepanicich
Title: Shareholder
Date: 8/15/2019

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: DocuSigned by:
Girish Balachandran
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 8/15/2019

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:
DocuSigned by:
Andrea Pizano

Authority Clerk

**Exhibit A Scope
of Services**

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

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

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

Exhibit B Compensation

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

The compensation to be paid to General Counsel under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of One Hundred Eighty-Five Thousand and 00/100 dollars (\$185,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Rates:

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

Invoices:

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

Reimbursable Expenses:

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

Additional Services:

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

Exhibit C
Insurance Requirements and Proof of Insurance

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

GENERAL COUNSEL shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of General Counsel in the amount of at least \$1,000,000.

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
RICHARDS, WATSON & GERSHON
FOR
LEGAL SERVICES**

THIS AGREEMENT, is entered into this 1st day of October, 2020, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and RICHARDS, WATSON & GERSHON, a PROFESSIONAL CORPORATION whose address is 44 Montgomery St., Suite 3800. San Francisco, CA 94104 (hereinafter referred to as "General Counsel") (collectively referred to as the "Parties").

RECITALS:

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on October 1, 2020, and shall terminate on September 30, 2021, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

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

3. **COMPENSATION TO GENERAL COUNSEL**

General Counsel shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed One hundred and eighty-five thousand and 00/100 dollars (\$185,000.00) dollars based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

General Counsel and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

General Counsel agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. General Counsel shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by General Counsel be found in such services or products, General Counsel shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should General Counsel fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to General Counsel. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed General Counsel under this Agreement up to the amount of the cost of correction.

6. **INDEPENDENT PARTIES**

Authority and General Counsel intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of General Counsel except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of General Counsel's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to General Counsel, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due General Counsel. Payments of the above items, if required, are the responsibility of General Counsel. General Counsel shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from General Counsel's personnel practices. Authority shall have the right to offset against the amount of any fees due to General Counsel under this Agreement any amount due to Authority from General Counsel as a result of General Counsel's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. General Counsel 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**

In the performance of this Agreement, General Counsel shall not discriminate against any

employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

9. **HOLD HARMLESS AND INDEMNIFICATION**

General Indemnification. To the fullest extent permitted by law, General Counsel shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of General Counsel, its officers, agents, servants, employees, subcontractors, materialmen, General Counsels or their officers, agents, servants or employees (or any entity or individual that General Counsel shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. General Counsel shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. General Counsel shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

General Counsel's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

10. **INSURANCE**

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

B. **Subrogation Waiver.** General Counsel agrees that in the event of loss due to any of

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

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

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

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

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

11. CONFLICT OF INTEREST

General Counsel warrants that it, its officers, employees, associates and subcontractors, presently have 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, its officers, employees, associates and subcontractors, will not employ any person having such an interest. General Counsel and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to General Counsel's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, General Counsel may perform similar services for other clients, but General Counsel and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom General Counsel is not currently performing work that would require General Counsel or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. General Counsel shall incorporate a clause substantially similar to this section into any subcontract that General Counsel executes in connection with the performance of this Agreement.

General Counsel understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require General Counsel to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

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

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

13. **SUBCONTRACTOR APPROVAL**

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

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

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

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by General Counsel pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. General Counsel shall not copyright any Report required by this Agreement and shall

execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. General Counsel may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

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

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

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

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

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by General Counsel prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

15. **RECORDS**

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

16. **PARTY REPRESENTATIVES**

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

17. **INFORMATION AND DOCUMENTS**

A. General Counsel covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by General Counsel or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by General Counsel without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. General Counsel, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority Attorney, voluntarily provide declarations, letters

of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered “voluntary,” provided General Counsel gives Authority notice of such court order or subpoena.

B. General Counsel shall promptly notify Authority should General Counsel, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Authority. Authority may, but has no obligation to, represent General Counsel or be present at any deposition, hearing or similar proceeding. General Counsel agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by General Counsel. However, Authority’s right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. In the event Authority gives General Counsel written notice of a “litigation hold”, then as to all data identified in such notice, General Counsel shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

D. General Counsel agrees to comply with the confidentiality provisions set forth in Exhibit “E,” attached hereto and incorporated herein by this reference.

E. General Counsel’s covenants under this section shall survive the expiration or termination of this Agreement.

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during General Counsel’s and Authority’s regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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

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

19. **TERMINATION**

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

In the event of Authority's termination of this Agreement due to no fault or failure of performance by General Counsel, Authority shall pay General Counsel for services satisfactorily performed up to the effective date of termination. Upon termination, General Counsel shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by General Counsel or given to General Counsel in connection with this Agreement. Such materials shall become the property of Authority. General Counsel shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

General Counsel shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. General Counsel shall, at all times, observe and comply with all such laws and regulations. Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the General Counsel to comply with this paragraph.

General Counsel represents and agrees that all personnel engaged by General Counsel in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. General Counsel represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. General Counsel further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

21. **CONFLICT OF LAW**

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

22. **ADVERTISEMENT**

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

Authority to do otherwise.

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

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

25. **AUTHORITY**

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

26. **INSERTED PROVISIONS**

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

27. **CAPTIONS AND TERMS**

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

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER GENERAL COUNSEL**

Authority reserves the right to employ other General Counsel in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of General Counsel's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

General Counsel shall not be liable for any failure to perform its obligations under this Agreement if General Counsel presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion,

fire or other casualty, or other causes beyond General Counsel's reasonable control and not due to any act by General Counsel.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by General Counsel of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to General Counsel for anything done, furnished or relating to General Counsel's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of General Counsel, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by General Counsel, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance

with other applicable rules concerning the interpretation of contracts.

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

RECOMMENDED FOR APPROVAL

Don Rhoads
Interim Director of Finance & Administration

GENERAL COUNSEL NAME
RICHARD, WATSON & GERSHON
A Professional Corporation

By: _____
Name: Gregory W. Stepanicich
Title: _____
Date: _____

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: _____
Name: Girish Balachandran
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

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

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

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

Exhibit B
Compensation

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

The compensation to be paid to General Counsel under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of One Hundred Eighty-Five Thousand and 00/100 dollars (\$185,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Rates:

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

Invoices:

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

Reimbursable Expenses:

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

Additional Services:

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

Exhibit C
Insurance Requirements and Proof of Insurance

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

GENERAL COUNSEL shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of General Counsel in the amount of at least \$1,000,000.

Exhibit D
Confidentiality Requirements

Subject to the terms and conditions of the Agreement, current proprietary and confidential information of Authority regarding customers of Authority (“Authority Customers”) and/or other confidential information (collectively “Confidential Information”) may be disclosed to General Counsel from time to time in connection herewith solely for the purposes set forth in the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by General Counsel:

1. The Confidential Information disclosed to General Counsel in connection herewith may include, without limitation, the following information about Authority Customers: (a) names; (b) addresses; (c) telephone numbers and email addresses; (d) service agreement numbers and account numbers; (e) meter and other identification numbers; (f) Authority-designated account numbers; (g) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption, HP load, and other data detailing electricity or gas needs and patterns of usage); (h) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (i) payment / deposit status; (j) number of units; and (k) other similar information specific to Authority Customers individually or in the aggregate. Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by General Counsel or its representatives that are derived from or based on Confidential Information disclosed by Authority, regardless of the form of media in which it is prepared, recorded or retained.
2. Except for electric and gas usage information provided to General Counsel pursuant to this Agreement, Confidential Information does not include information that General Counsel proves (a) was properly in the possession of General Counsel at the time of disclosure; (b) is or becomes publicly known through no fault of General Counsel, its employees or representatives; or (c) was independently developed by General Counsel, its employees or representatives without access to any Confidential Information.
3. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by General Counsel, or used for any purpose other than the purposes set forth in the Agreement.
4. General Counsel shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. General Counsel shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth in the Agreement. Specifically, General Counsel shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of General Counsel who have a “need to know” such Confidential

Information in the course of their duties with respect to the General Counsel program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, General Counsel shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement. General Counsel shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity that is not General Counsel's employee or representative (a "Third Party"), except where that Third Party has separately entered into a nondisclosure agreement with Authority.

5. Notwithstanding the above, General Counsel may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that General Counsel notifies Authority immediately upon receipt thereof to allow Authority to seek protective treatment for such Confidential Information.
6. General Counsel shall immediately notify Authority if it reasonably believes that there has been unauthorized access to the Confidential Information by a non-authorized person that could reasonably result in the use, disclosure, or theft of the Confidential Information.
7. It shall be considered a material breach of this Agreement if General Counsel engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. General Counsel understands that if Authority finds that General Counsel is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement Authority shall promptly cease all disclosures of Confidential Information to General Counsel. General Counsel further understands that if Authority receives a customer complaint about General Counsel's misuse of data or other violation of the Disclosure Provisions, Authority shall promptly cease disclosing that customer's information to General Counsel and shall notify the California Public Utilities Commission of the complaint.
8. General Counsel shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Authority directly against such employees or representatives for improper disclosure and/or use. In no event shall General Counsel or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. General Counsel shall immediately notify Authority in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by General Counsel or any of its employees or representatives. However, nothing in this Agreement shall obligate the Authority to monitor or enforce the General Counsel's compliance with the terms of this Agreement.

9. General Counsel shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.
10. In addition to any other requirements set forth in the Agreement, within ten (10) business days of receipt of Authority's written request, and at Authority's option, General Counsel will either return to Authority all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Authority with written certification that all such tangible Confidential Information of Authority has been destroyed.
11. General Counsel acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Authority and/or Authority Customers, the amount of which may be difficult to assess. Accordingly, General Counsel hereby confirms that the Authority shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by General Counsel or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Authority, in law or equity.
12. In addition to all other remedies, General Counsel shall indemnify and hold harmless Authority, its officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of General Counsel and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
13. When General Counsel fully performs the purposes set forth in the Agreement, or if at any time General Counsel ceases performance or Authority requires General Counsel cease performance of the purposes set forth in the Agreement, General Counsel shall promptly return or destroy (with written notice to Authority itemizing the materials destroyed) all Confidential Information then in its possession at the direction of Authority. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.



Staff Report – Item 1m

Item 1m: Executive Committee Report

To: Silicon Valley Clean Energy Board of Directors

Prepared by: Howard Miller, Chair of the Board

Date: 9/9/2020

At the August 28, 2020 Executive Committee meeting, the committee discussed SVCE's Strategic Plan, received an update on the request for an extension of contract terms and spending of the Master Service Agreements for program admin support on our consent calendar for this Board meeting, and provided feedback and support to the CEO on granting authorization for 20 days of paid-time-off to employees affected not only by COVID-19 but personal emergencies, which is also on consent for the Board's consideration. The committee also rescheduled their November and December meeting dates, which landed on holidays this year, to November 23, 2020 at 11:00 a.m. Materials from this August meeting can be found here: [SVCE Executive Committee Meeting Materials, 8/28/20](#)

The next meeting of the Executive Committee will be Friday, September 25th, 8:30 am; meeting information will be listed on the agenda which will be posted 72 hours in advance of the meeting.



Staff Report – Item 1n

Item 1n: Finance and Administration Committee Report

From: Girish Balachandran, CEO

Prepared by: Andrea Pizano, Board Clerk/Executive Assistant

Date: 9/9/2020

No report as the Finance and Administration Committee has not met since August 5, 2020.

The next meeting of the Finance and Administration Committee will be Tuesday, September 15th, 1:00 pm; meeting information will be listed on the agenda which will be posted 72 hours in advance of the meeting.



Staff Report – Item 1o

Item 1o: Audit Committee Report

To: Silicon Valley Clean Energy Board of Directors

From: Nancy Smith, Chair of the Audit Committee

Date: 9/9/2020

The Audit Committee met September 2, 2020, and selected me as Chair and Alternate Director Elaine Marshall as Vice Chair of the 2020 committee. The committee received an introduction of the audit process from Interim Chief Financial Officer and Director of Administrative Services Don Rhoads and the independent auditor, Brett Bradford, of Piseni & Brinker LLP. Management Analyst Nik Zanotto presented an update on SVCE’s IT Audit, and will have report results at the next meeting of the committee. Materials from this meeting can be found here: [SVCE Audit Committee Meeting Materials, 9/2/20](#)

The next meeting of the committee is to be decided and will be announced at a later date.



Staff Report – Item 1p

Item 1p: Legislative and Regulatory Responses to Industry Transition Ad Hoc Committee Report

From: Girish Balachandran, CEO

Prepared by: Andrea Pizano, Board Clerk/Executive Assistant

Date: 9/9/2020

No report as the Legislative and Regulatory Responses to Industry Transition Ad Hoc Committee has not met since March 4, 2020; the next meeting of the group will be in late September.



Staff Report – Item 2

Item 2: CEO Report

To: Silicon Valley Clean Energy Board of Directors

Prepared by: Girish Balachandran, CEO

Date: 9/9/2020

REPORT

August Rolling Blackouts

A verbal update will be provided at the board of directors meeting.

COVID-19 Response

A verbal update will be provided at the board of directors meeting.

SVCE Staff Update

Vanessa Shin joined the SVCE team as a Climate Corps Fellow on September 7, 2020. Originally from Honolulu, Hawai`i, Vanessa Shin moved to the Bay Area to study environmental science at Santa Clara University. After graduating in 2019, she completed an AmeriCorps Fellowship with the City of Cupertino's Sustainability Division, in which she supported utility data management, community engagement and Green Businesses.

Member Agency Energy Updates

On Friday, August 14th, an email was distributed to our member agency councils/board of supervisors with an update on the work accomplished within each member jurisdiction. This communication provided information on SVCE's COVID relief programs, and decarbonization and education efforts. An example of this communication is attached to this report.

Power Resources – Master Consultant Agreement Update

As approved at the November 14, 2018 and December 11, 2019 Board of Directors Meetings, Resolutions 2018-15 and 2019-20 granted authority to the CEO to execute a Master Consultant Agreement between Ascend Analytics, Flynn Resources Consulting, Inc., Hanover Strategy Advisors, LLC, and Energy and Environmental Economics (E3) to provide various strategic consulting, support, and risk management services to SVCE. SVCE has a target budget of \$400,000 for FY 2019-20, 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:

Power Resources - Master Consultant Agreement - September 9, 2020 Update				
VENDOR	Expenses		Balance	
	FY 2019-20	FY 2019-21	FY 2019-20	FY 2019-21
			\$400,000.00	\$1,000,000.00
Ascend Analytics	\$361,296.03	\$512,900.45		
Energy & Environmental Economics (E3)	\$ 10,000.00	\$ 10,000.00		
Flynn Resources Consulting, Inc.	\$ 29,962.50	\$ 29,962.50		
Hanover Strategy Advisors, LLC	\$ -	\$ 24,700.00	Remaining Balance	
TOTAL	\$401,258.53	\$577,562.95	\$ (1,258.53)	\$ 422,437.05

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

Programs – Master Consultant Agreement Update

As approved at the June 12, 2019 Board of Directors Meeting, Resolution 2019-10 granted authority to the CEO to execute a Master Consultant Agreement between Sacramento Municipal Utility District (SMUD), Center for Sustainable Energy (CSE), and ADM, Associates, Inc. (ADM) to provide consulting and support related to decarbonization and innovation program design, implementation, management, and evaluation to SVCE. The Board of Directors approved a total budget of \$1,000,000 for all three consultants over the full contract term, which runs through the end of FY 2021. Following outlines the remaining balance of the master agreement:

Programs Master Consultant Agreement - September 9, 2020 Update		
VENDOR	Expenses	Balance 2019-2021
		\$ 1,000,000.00
Sacramento Municipal Utility District	\$278,088.09	
Center for Sustainable Energy	\$ 91,829.92	
ADM Associates, Inc.	\$ 40,406.25	
TOTAL	\$410,324.26	\$ 589,675.74

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) SVCE, MBCP, BBSW: Legal and consulting services for the preparation of a joint powers agreement among separate CCAs, not to exceed \$120,000 (\$60,000 each)
- 2) ADM, Task Order: Evaluation of Electric Vehicle Infrastructure Portfolio, not to exceed \$80,990
- 3) Karen Nelson, Amendment: Consulting Services, not to exceed \$20,000
- 4) Ascend Analytics, Task Order Addendum: Balance of FY2020 net revenue & portfolio management reporting and consultative services, not to exceed \$119,960
- 5) Ascend Analytics, Task Order Addendum: General Consulting, software tools and support services, not to exceed \$127,350
- 6) Flynn Resources, Task Order: General consulting, software tools and support services, not to exceed \$50,000
- 7) Braun Blasing Smith Wynne: Cost sharing and reimbursement agreement for legal and consulting services, not to exceed \$15,000 for each member
- 8) MGT of America Consulting, Amendment: IT Audit and Focused security assessment, time extension to September 30, 2020
- 9) Integral Group, Amendment: Building decarbonization planning consulting services, time extension to October 31, 2020

CEO Power Supply Agreements Executed

No new confirmation agreements have been executed.

Presentations & Relevant Meetings Attended by CEO

- Participated in CalCCA Monthly board, dues, executive, and legislative meetings;
- COVID-19 Impact calls with various CCAs, CPUC, etc.

ATTACHMENTS

1. Sample Clean Energy Update (Santa Clara County)

Agenda Item: 2

Agenda Date: 9/9/2020

2. Decarb & Grid Innovation Programs Update, September 2020
3. Regulatory and Legislative Update, September 2020
4. Account Services & Community Relations Update, September 2020
5. Agenda Planning Document, September- November 2020



333 W El Camino Real, Suite 290 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | SVCleanEnergy.org

Sent via email

To:

Supervisor Mike Wasserman

Supervisor Cindy Chavez

Supervisor Dave Cortese

Supervisor Susan Ellenberg

Supervisor Joe Simitian

Attn: County Executive Jeffrey V. Smith

Dear Santa Clara County Supervisors,

It has been a challenging year on many fronts. With the support of our board of directors, we have maintained our commitment to supporting the needs of our communities and upholding the goals of our agency, which you helped to create.

Silicon Valley Clean Energy (SVCE) was formed to help cut carbon emissions in your community by providing affordable, clean electricity to residents and businesses, and reducing use of fossil fuels. As of June 2020, SVCE has invested more than **\$1 billion in renewable energy projects**. Since 2017, SVCE has signed seven long-term renewable energy contracts to serve your community. Six of these projects are new developments, adding a total of 384 megawatts of clean energy to the grid and creating approximately 1,700 construction jobs across the state.

In July, SVCE became the third Community Choice Energy provider to receive an **investment-grade credit rating** from Moody's Investor Service. Moody's issuer rating is an independent assessment of SVCE's financial strength over the long term and acknowledges the agency's economic stability. The benefits of a Baa2 rating include access to new energy supply contracts, greater negotiation resulting in lower energy rates, and further transparency for SVCE customers on the agency's financial standings.

COVID Relief Programs

\$10 million has been dedicated to **customer relief and resilience programs**:

- a) Customer Relief - **\$100 bill credits** were automatically applied to over 24,000 residential CARE/FERA income-qualified customers, and applications for **\$250 bill credits** have been mailed to approximately 10,000 qualifying small business customers. The chart below shows the number of credits that



333 W El Camino Real, Suite 290 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | SVCleanEnergy.org
 have been sent out per community. The chart below shows the number of residents and businesses that have received their bill credit.

Community	Residential Credit	Business Credit
Campbell	1,878	300
Cupertino	998	151
Gilroy	4,412	200
Los Altos Hills	38	2
Los Altos	234	126
Los Gatos	762	181
Milpitas	3,674	286
Monte Sereno	24	2
Morgan Hill	2,194	216
Mountain View	2,770	298
Saratoga	430	78
Sunnyvale	5,110	409
Unincorporated Santa Clara County	2,734	136
Grand Total	25,258	2,385

- b) Workforce Relief - **\$1.5 million** to expand awareness of electrification technologies and provide financial relief to the contractor workforce, via payments for self-paced online training and direct installation incentives. We are targeting 1,000 contractors in our service area and the program is set to launch in September.
- c) Community Energy Resiliency – **\$5 million** to member agencies to support increased energy resilience at critical community facilities during PG&E power shutoffs or other grid outage emergencies. Our staff is working directly with your staff on how these funds will be distributed.

The chart below provides a break down of the funding each community is receiving for each of these programs.

Community	Resilience		Credit		Total
	Resilience Planning	Resilience Capital	Residential CARE/FERA	Small Commercial	
Sunnyvale	\$225,988	\$1,129,940	\$517,400	\$135,250	\$2,008,578
Milpitas	\$119,268	\$596,342	\$371,100	\$118,500	\$1,205,210
Mountain View	\$108,318	\$541,588	\$280,200	\$121,500	\$1,051,605
Gilroy	\$53,452	\$267,261	\$445,900	\$93,250	\$859,863
Unincorporated SCC	\$70,256	\$351,278	\$283,200	\$ 87,750	\$792,483
Morgan Hill	\$41,403	\$207,014	\$222,300	\$86,500	\$557,216



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Campbell	\$40,437	\$202,184	\$190,600	\$119,500	\$552,721
Cupertino	\$43,540	\$217,701	\$100,700	\$63,500	\$425,441
Los Gatos	\$36,399	\$181,994	\$77,200	\$78,500	\$374,092
Los Altos	\$25,450	\$127,252	\$24,300	\$57,250	\$234,253
Saratoga	\$23,735	\$118,676	\$43,000	\$33,250	\$218,661
Los Altos Hills	\$8,610	\$43,049	\$3,900	\$4,250	\$59,808
Monte Sereno	\$3,145	\$15,723	\$2,400	\$1,000	\$22,268

Decarbonization and Education in Your Community

SVCE sets aside 2% of its annual budget (approx. **\$6 million**) for programs to help community members reduce carbon emissions. The funding provides rebates, technical assistance, and other resources to directly support community electrification. SVCE aims to support the leaders of tomorrow by providing education funding and scholarship opportunities for students. This year **\$24,000** in scholarship funding was awarded to local high school students involved in SVCE’s [Bike to the Future 2020](#) where high school teams build electric bikes and then compete in a variety of events. Unfortunately, the Bike to the Future event day had to be canceled at the last minute, due to COVID-19.

I want to thank Supervisor Susan Ellenberg for her continued leadership during these difficult times as a member of our board, as well as Supervisor Dave Cortese for serving as an alternate.

I invite you to please contact me directly if you have any questions or would like to learn more about Silicon Valley Clean Energy’s latest initiatives.

Sincerely,

Girish Balachandran
 CEO, Silicon Valley Clean Energy
 408-721-5301 x1001
girish@svcleanenergy.org



Decarb & Grid Innovation Programs Update

September 2020

1. Customer Relief & Community Resilience (1 of 4)

Staff has begun work on three new programs approved by the SVCE Board in May 2020:

	Program	Est \$	\$ spent by
Customer Relief	1a) \$100 bill credit to all residential CARE/FERA customers	\$2.5M	August 2020
	1b) \$250 bill credit to qualifying/responding small business customers	\$1.0M	September 2020
Workforce Relief	2a) Workforce Electrification Training with \$500 Stipend	\$1.0M	August 2020
	2b) Workforce Home Electrification Installation	\$0.5M	March 2021
Community Resiliency	3a) Resiliency Infrastructure Planning Support	\$1.0M	December 2021
	3b) Resiliency Infrastructure Capital Project Support	<u>\$4.0M</u>	December 2022

~\$10M



1. Customer Relief & Community Resilience (2 of 4)

Customer Relief

Residential

- 51,731 credits disbursed to Residential CARE/FERA customers as of 8/19
 - \$2.65M of \$2.5M budget. **Phase 1 complete**
 - Adding 1,700 newly enrolled CARE/FERA customers for September

Small Commercial

- 2,743 local small businesses awarded \$250 bill credits as of 8/19
 - \$685k of \$1.0M budget
 - Email communication sent 8/25; Deadline extended to 9/15

1. Customer Relief & Community Resilience (3 of 4)

Workforce Relief

Future Fundamentals – Contractor Training

- Content recorded, currently being edited
- Partnered with Redwood Energy and Workforce Institute
- Initial online asynchronous curriculum going live in Q4

1. Customer Relief & Community Resilience (4 of 4)

Community Resiliency

- Received 14 proposals for the Community Resilience Analysis, Planning and Support RFP
- Consultant interviews tentatively scheduled for 9/14 & 9/15

2. Reach Code Initiative (1 of 2)

- **Buildings**

- **Nine cities have adopted Reach Codes** – Morgan Hill, Mountain View, Milpitas, Saratoga, Monte Sereno, Los Gatos, Cupertino, Campbell, and Los Altos Hills.
- Sunnyvale and Los Altos bringing proposed codes to council in Fall 2020
- Technical support platform available for electrification at www.AllElectricDesign.org
- Morgan Hill council briefed on amending existing code with additional battery storage considerations

- **EVs**

- **Seven member agencies adopted EV reach codes**
- Morgan Hill council briefed on adding EV codes



2. Reach Code Initiative (2 of 2)

Member Agency	Status	Next Meeting	Date of Next Meeting	Code Language	Building Reach			EV Reach
					Encourage Gas Reduction (1 + 2 + 2A)	Limit Gas (1 + 2A)	Ban Gas (1 only)	Higher than CalGREEN
Mountain View		Approved		Begins on pg. 23			X	X
Morgan Hill		Approved		Begins on pg. 45			X	
Milpitas		Approved		Begins on pg. 1132	X			X
Monte Sereno		Approved		Begins on pg. 3	X ¹			X
Saratoga		Approved		Begins on pg. 33		X		X
Los Gatos		Approved		Begins on pg. 93			X	X
Cupertino		Approved		Ordinance			X	X
Los Altos Hills		Approved		Ordinance		X		X
Campbell		Approved		Begins on pg. 41		X		
Los Altos		1st Reading					X	
Santa Clara County		Staff Proposal			X			
Sunnyvale		Staff Proposal				X		
Gilroy	-	Declined						

Key

Status

- Approved
- 2nd Reading
- 1st Reading
- Staff Proposal
- Council Briefing

Building Reach

- 1 - All-electric buildings
- 2 - Mixed fuel has higher requirements
- 2A - Mostly electric/electric heating only



3. FutureFit Home Program

Phase 1 & 2 focus on Heat Pump Water Heaters

Phase 1 - Co-funded by Air District grant is closed

- **93 Completed.** Processing remaining reservations
- Entering EM&V phase to learn program impacts

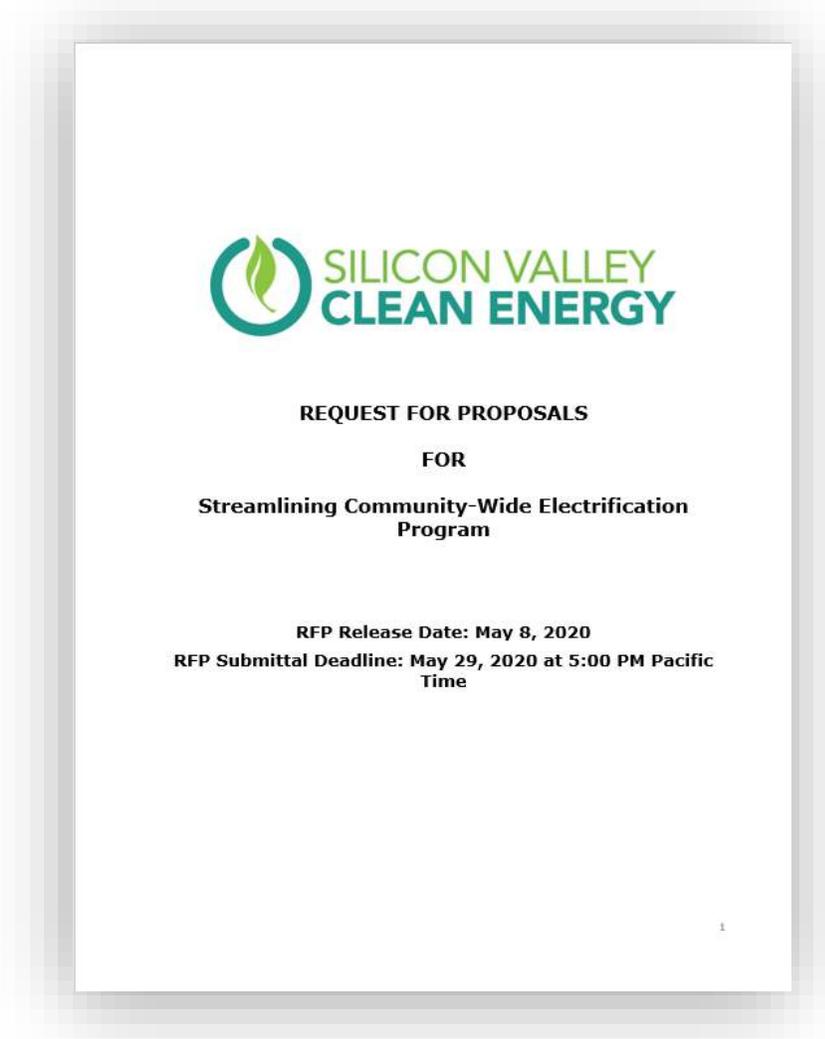
Phase 2 - launched August 24, 2020

- **59 Reservations. Four Completed installations**
- More HPWH units are eligible
- Continues incentive for service panel upgrade



4. Streamlining Community-Wide Electrification

- Purpose: Review member agency's permitting and inspection processes and identify barriers and key opportunities related to electrification.
- Two Deliverables:
 - Baseline Assessment and Best Practices Guide
- Data collection phase commenced in early August
- Will conduct interviews with building department staff, contractors, and industry stakeholders
- Consultant presented to MAWG in August

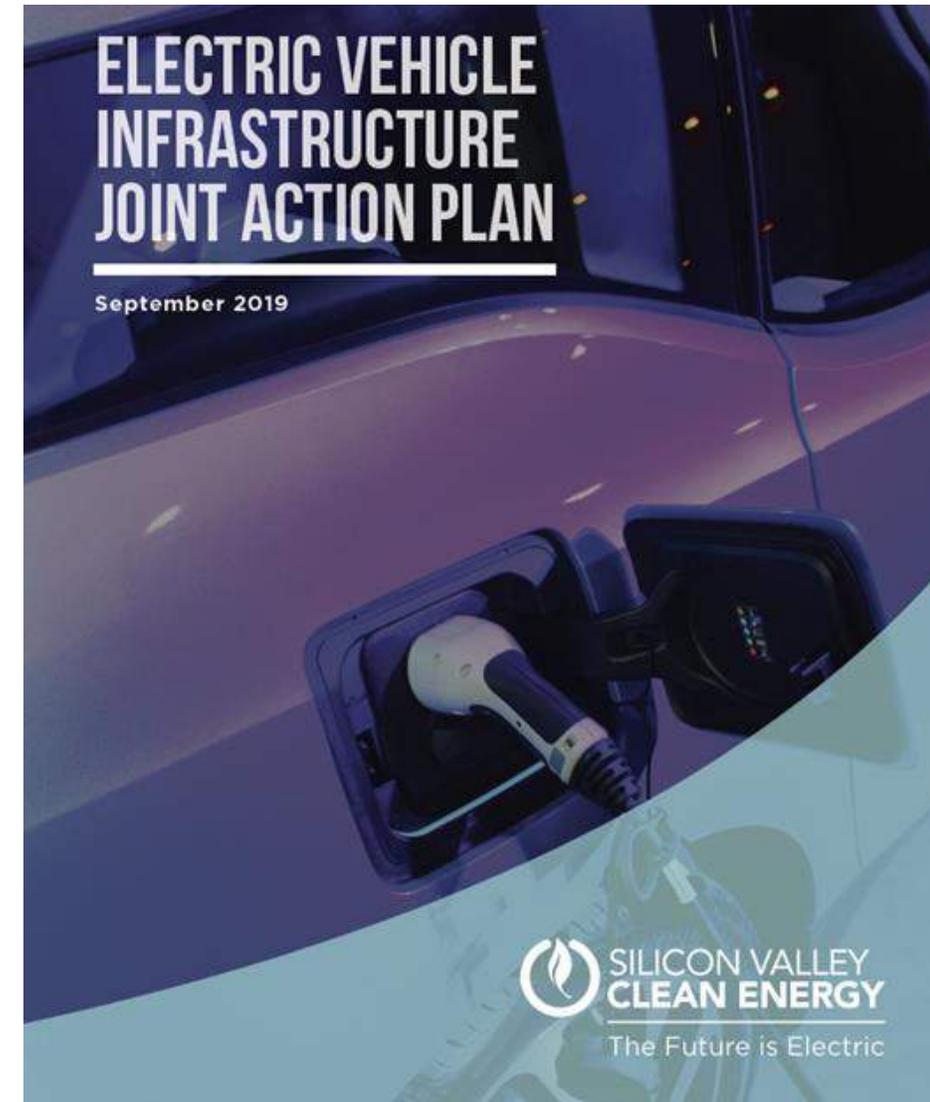


5. Building Decarb Joint Action Plan

- BOD approved building decarb joint action plan as program priority in Feb 2020
- Purpose: *articulate a shared vision for how SVCE and member agencies can continue to work to decarbonize the built environment & establish prioritized actions*
- Schedule:
 - Mar – work commenced
 - May – mini-workshops with stakeholders
 - Jul – draft plan distributed for stakeholder input
 - Aug – synthesizing stakeholder feedback and revising draft
- **Plan will be brought forward to Ex Com in Sep, and to BOD in Oct**

6. EV Programs (1 of 3)

- **CALeVIP** final development work is ongoing – opening December 16, 2020
- Quarterly **Silicon Valley Transportation Electrification Clearinghouse** meetings ongoing, with web resources (including a list of available funding) now available at: svcleanenergy.org/svtec/
- Application period for first **Regional EV Leadership Recognition** cycle closed 8/31. SVCE is reviewing applications to select innovative/scalable deployments to document and promote



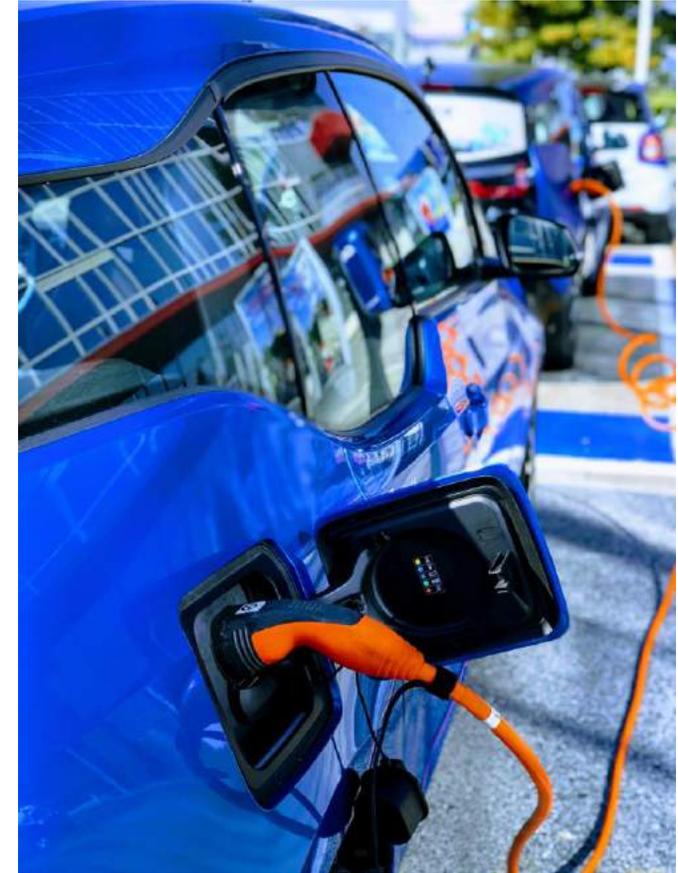
Digital version available at:

<https://www.svcleanenergy.org/programs/>

6. EV Programs (2 of 3)

FutureFit Assist: EV Charging - Now Live!

- Participation summary:
 - 261 sites have received information
 - 27 direct conversations
 - 3 active participants, including two member agencies—Sunnyvale and Gilroy
- Concierge support to multifamily and small/medium business to install EV charging – education through installs
- SVCE will continue to adapt this offering based on lessons learned
- Apply at: svcleanenergy.org/ev-charging-assist/



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6. EV Programs (3 of 3)

Priority Zone DC Fast Charging Incentives Program Application Window Closing September 30!

- Provides incentives *on top of* CALeVIP for sites located near select multifamily housing clusters
- SVCE will competitively select winning sites
- Builds relationships with charger developers, multifamily owners and residents
- Part of SVCE's multi-program support for multifamily EV market transformation



Additional information online at: <https://www.svcleanenergy.org/dcfastchargers/>

7. VPP Update: Sunrun Partnership

- Program will provide resilience to thousands of SVCE customers (at single- and multi-family homes) by installing batteries
- Batteries will form "virtual power plant" (VPP) to provide capacity when not in use for back-up power
- Contract with Sunrun approved by Exec Committee in July 2020
- Finalizing marketing materials and campaign plan with Sunrun
- Launch expected this month – interested customers can sign up online at: <https://www.svcleanenergy.org/resilience/>

8. Customer Resource Center - *eHub*

- eHub provides online tools for the community to learn about, see the value of, and take action to transition to electric vehicles and appliances as well as solar with storage.
- Approved with Decarb Roadmap
 - ✓ \$350k approved with Roadmap
 - ✓ \$250K annually for ongoing operation in FY2021, FY2022
- eHub, together with the ZappyRide, Enervee and PickMySolar online tools, is live and can be accessed on the redesigned SVCE website. Over the next several months, eHub will continue to be refined; marketing will begin in September. Email advertising and promotions will be launched in time for the holidays.

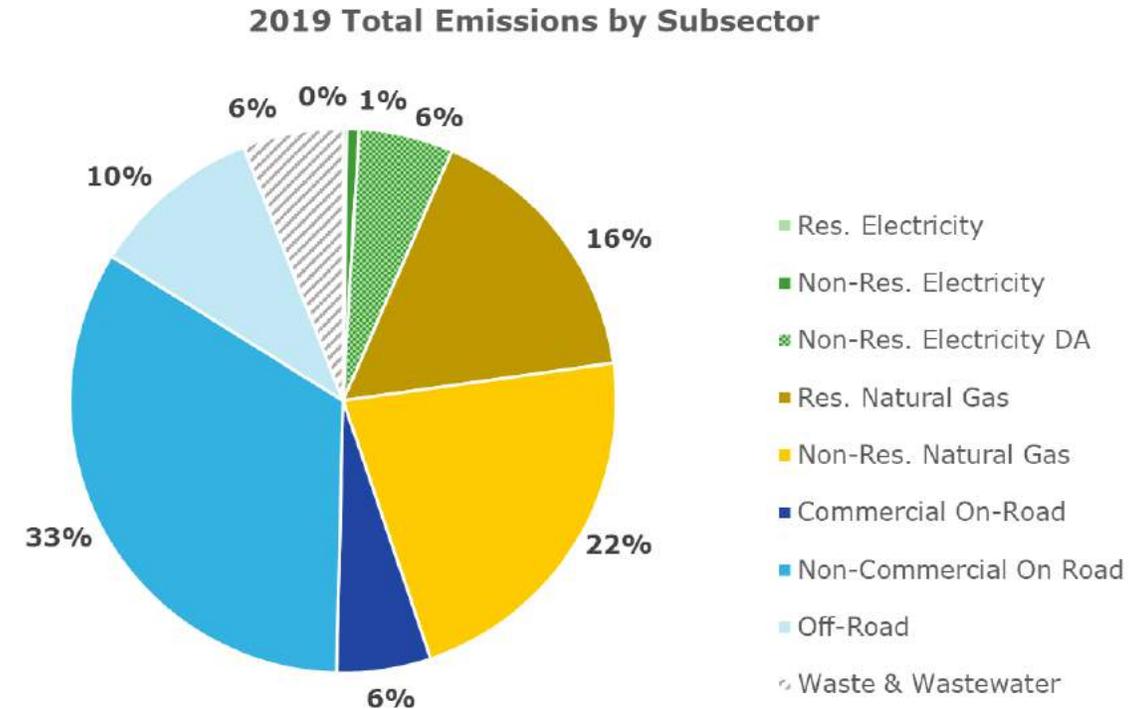


9. Innovation Programs

- **SVCE received 53 applications** for the latest application round of **Innovation Onramp**, which closed May 15 and was focused on *resilience solutions*
- **Five finalists were selected** after a rigorous evaluation process
- Staff and CSE are currently in negotiations – awardees will be announced after contracting is complete

10. 2019 GHG Inventory Update (1 of 2)

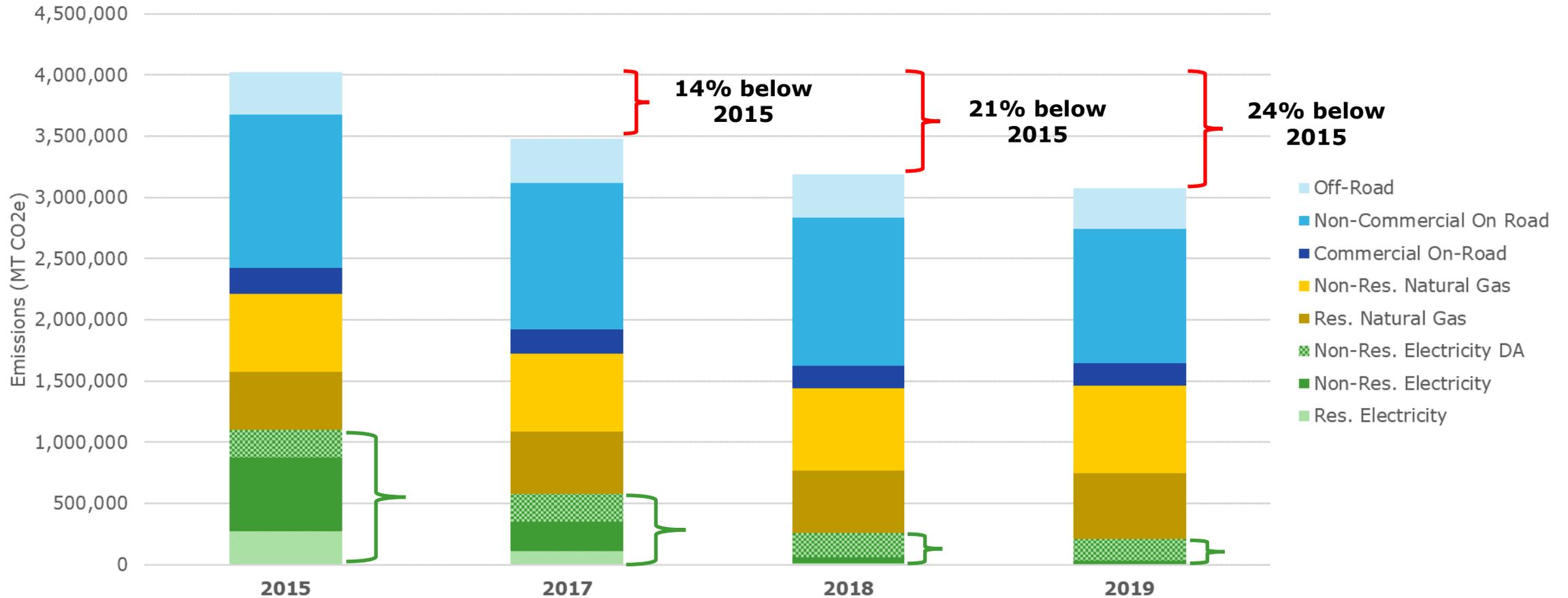
- **2019 total emissions:** 3.08 million MT CO2e (energy- and transportation-related only)
 - -4% compared to 2018
 - -24% compared to 2015
- **2019 electricity emissions:**
 - -18% compared to 2018
 - -81% compared to 2015
- **2019 natural gas emissions:**
 - +6% compared to 2018
 - +13% compared to 2015
- **2019 on-road transportation emissions:**
 - -9% compared to 2018
 - -13% compared to 2015



Includes estimate of waste & wastewater emissions for illustrative purposes

10. 2019 GHG Inventory Update (2 of 2)

Energy & Transportation Emissions by Subsector



Electricity Emissions:

- **2017:** 47% below 2015
- **2018:** 76% below 2015
- **2019:** 81% below 2015

11. Other Updates

- SVCE provided a LOI to join a proposal by Packetized Energy for an ARPA-e grant application to **demonstrate MW-scale, grid-edge flexibility** in SVCE service territory. Awards announced in Winter 2020.
- SVCE provided the following support letters. All awards announced in Winter 2020.
 - Oregon State University for an NSF grant to fund a **youth education program to visualize home energy data**
 - Energy Harbors for an NSF grant to advance their **novel long-duration storage technology**
 - Stanford/SLAC National Accelerator for a CEC grant to develop an **energy resilience grid planning tool**
- SVCE is **speaking at the Net Zero 2020 conference** on Sept 16 on clean energy and electrification policies for zero emissions at scale



1. Outreach Events & Sponsorships

With in-person events and sponsorships on pause, SVCE is engaging in virtual events and meetings.

Past events:

Date	Time	Description	Location
Aug. 20	7:00 – 8:00 PM	350 Silicon Valley – <i>presentation</i>	Virtual
Sept. 1	12:00 – 1:00 PM	Sunnyvale Rotary – <i>presentation</i>	Virtual



2. Customer Participation

	Participation Rate	Overall Participation Rate
Residential	96.24%	96.25%
Commercial	96.34%	



3. Member Agency Working Group Update

The recent MAWG meeting was held virtually on August 27, 2020 and was attended by ten different agencies and organizations with a total of 23 participants.

The following agenda items were presented and discussed:

- Roll Call & Member Agency Updates
- Grid Outages
- Streamlining Community-Wide Electrification
- 2019 GHG Inventory Review
- Distributed Energy Storage Program Update
- Community Resilience Program Update
- Electrification Technical Assistance Program

5. Latest SVCE News

- [State Calls on All Californians to Conserve Energy During Heat Wave, Press Release,](#)
08-16-20
- [SV Clean Energy Adds Director of Regulatory and Legislative Policy, Press Release,](#)
08-10-2020

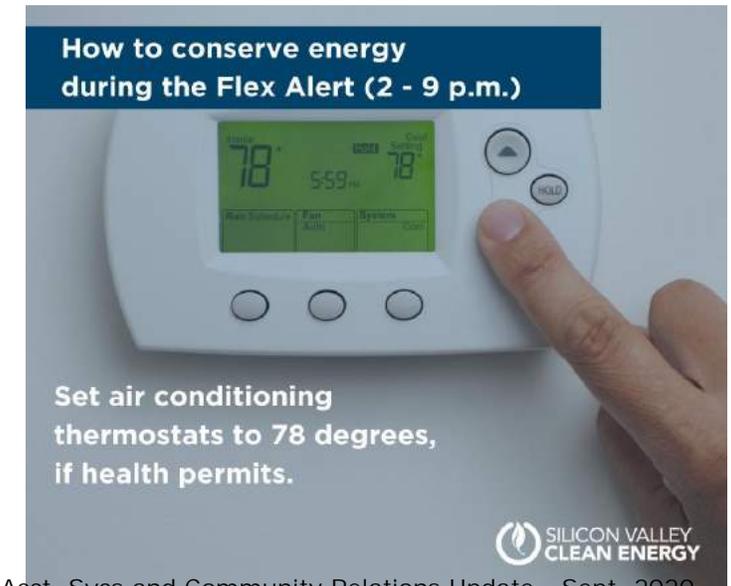


6. Media

- [Marin Clean Energy earns new, higher investment grade credit rating from Fitch Ratings, American Public Power, 08-27-20](#)
- [CREST Awards have Sunnyvale connections, The Mercury News Community Papers, 08-21-20](#)
- [Evmatch Uses Prize Money to Bring Charging To Neglected Areas in Chicago, Inside EVs, 08-20-20](#)
- [Cupertino honors its own with CREST Awards, The Mercury News, 08-15-20](#)
- [City Of Cupertino Announces 2020 Crest Awards Winners, Cupertino Patch.com, 08-12-20](#)
- [How local energy providers are ensuring energy resilience, GreenBiz, 08-07-20](#)
- [Inside Clean Energy: What's a Virtual Power Plant? Bay Area Consumers Will Soon Find Out, Inside Climate News, 08-06-20](#)

7. Flex Alert Communications

- In response to the statewide power emergency that occurred Aug. 14 – 19, SVCE alerted customers and our communities to conserve energy during Flex Alert hours
 - Sent daily updates and digital toolkit for board members and member agencies to share on social media
 - SVCE posted the Flex Alert info on all social media channels
 - Posted a news release that was also emailed to subscribed customers
 - Activated the pop-up alert on the SVCE website





SVCE Regulatory and Legislative Update

September 9, 2020

Hilary Staver, Manager of Regulatory and Legislative Affairs

As you know, August has been a turbulent month. The combination of the heat wave, fires, and the first rotating blackouts since the 2000-2001 energy crisis have drawn attention nationwide and prompted promises of investigation from Governor Newsom, the legislature, and every major energy regulatory body in the state. There will be hearings and investigations on both the regulatory and legislative sides of the policy world, and this month's events may trigger significant changes in SVCE's policy environment over the coming months and even years. August saw the finalization of all load-serving entities' Integrated Resource Plans as well as the submission of proposals for major changes to the state's Resource Adequacy program. The blackouts will likely affect evaluation of both of these submissions. The unconventional 2020 legislative session has drawn to a close, and we enter the fall with an abundance of questions and ideas to confront as planning for 2021 begins.

Regulatory

Ratesetting, Short- and Long-Term

The process of setting the 2021 PCIA is in full swing and we now await a scoping ruling that will set the scope and schedule of the proceeding.

The annual cycle in which PG&E updates both its generation rates and the PCIA (called the Energy Resource Recovery Account or ERRA Forecast proceeding) typically begins on June 1st of every year. This year, due to a combination of the disruptions caused by COVID-19 and the delayed ending of the previous cycle, this start date was pushed back to July 1st. PG&E filed its [Application](#) (A.20-07-002) with initial rate forecasts on July 1st, 2020, a [Supplemental Testimony](#) on July 17th and an [Amended Application](#) on August 14th. As with previous ERRA Forecast proceedings, SVCE is participating jointly with a group of other CCAs in PG&E's service territory. CCA staff and consultants have reviewed PG&E's testimony and workpapers with the usual purpose of identifying accounting errors or costs that have been misallocated. On August 5th, the Joint CCAs filed a [protest](#) to PG&E's application and on August 17th PG&E issued a Reply to the Protest agreeing to a \$26 million reduction in revenue requirement. The CPUC held a prehearing conference on 8/13 to discuss scope and schedule. As of now the official timeline of launching the 2021 PCIA on January 1st has not been altered, but given the late start and the 5-month delays in the past two cycles a similar delay in 2021 is very likely.

In the meantime, there is still a strong likelihood of a sharp PCIA increase in late Q3 of 2020. As discussed in previous updates, the 2020 PCIA that went into effect on May 1st is lower than it would have otherwise been due the implementation of a new cap on year-to-year PCIA increases. The cap reduces rate volatility by preventing the PCIA from increasing more than 0.5¢/kWh in one year. However, that also reduces the rate at which PG&E accumulates the total amount of money the CPUC has authorized it to collect through the PCIA each year. If the undercollection reaches 10% of the total PCIA revenue requirement, PG&E can increase the PCIA mid-year to make up the difference. In the context of this year's numbers, this means that the PCIA could jump from a system average of 3.2 ¢/kWh on May 1st (a 20% increase over the 2019 PCIA) to 4.8 ¢/kWh (an 80% increase over 2019) in late Q3.

PG&E has not yet filed the official application for such an increase, but San Diego Gas & Electric has, and PG&E is expected to follow suit in the near future. If this happens SVCE will add this Application proceeding to our portfolio of ratesetting regulatory engagement.



SVCE also remains actively engaged in **PG&E's 2019 ERRA Compliance proceeding (A.20-02-009)**. As with the ERRA Forecast proceeding discussed above, the ERRA Compliance proceeding happens annually. This version's purpose is to ensure that PG&E implemented 2019 rates in accordance with the 2019 ERRA Forecast decision, and to identify any discrepancy between PG&E's 2019 revenue requirement and its actual collected revenues so that the appropriate true-up amount can be added to or subtracted from the 2021 rates. The Joint CCAs' early engagement in the proceeding was complicated by difficulty accessing the data required for substantive review of PG&E's performance. PG&E's evasive response to several Joint CCA data requests resulted in CPUC staff convening a workshop on data transparency on May 6th, and the struggle for access to critical data is ongoing on both the regulatory and legislative sides of SVCE's policy work. However, the Joint CCAs were able to access enough information to file testimony on July 10th identifying \$175.3M of reductions that should be made to the amount charged to customers in 2021. PG&E has subsequently agreed to \$110M of that, leaving roughly \$65.3M contested that must be resolved by the end of the proceeding. **On August 14th the CPUC issued an amended scoping ruling and PG&E filed its rebuttal to protests and response to its application.**

Finally, SVCE continues to participate jointly with other CCAs in the two phases of **PG&E's 2020-2022 General Rate Case (GRC)**. In Phase 1 ([A.18-12-009](#)), the CPUC establishes PG&E's total revenue requirement for the three-year period. **Phase 1 of PG&E's GRC is drawing to a close and we are waiting for a Proposed Decision.** Phase 2 ([A.19-11-019](#)) of the GRC is where the revenue requirement approved in Phase 1 is divided among the various classes of customer (residential, commercial, industrial, etc.). Phase 2 of PG&E's current GRC began in November 2019 with PG&E's [opening application](#). The Joint CCAs filed a [Protest](#) on 1/10/20, PG&E [replied](#) on 1/21/20. On 5/15 PG&E filed an updated testimony which did not impact the Joint CCA issues. **All parties are now awaiting a Scoping Memo to schedule the rest of Phase 2.**

Reliability, aka Resource Adequacy (RA)

[Resource Adequacy](#) is the main program the CPUC uses to protect grid reliability and ensure that there is enough generating capacity on the system to meet peak demand. We currently have two proceedings open.

The older proceeding ([R.17-09-020](#)) is primarily focused now on designing a central buyer (known as a Central Procurement Entity or CPE) for Local RA. Since the 6/25 [Decision](#) that made PG&E and Southern California Edison the CPEs in their respective service territories, **CalCCA and PG&E have been co-chairing the working group tasked with deciding unresolved questions about how existing long-term RA contracts should be treated and how LSEs can get meaningful credit for Local RA capacity they procure and show to the CPE.** Their report is due to the CPUC 9/1/20.

In the newer RA proceeding ([R.19-11-009](#)), with Tracks 1 and 2 fully resolved, attention has turned to the blue-sky RA program reform that is the focus of Track 3. **The switch from gas to renewables has made the RA program's current sole focus on the hour of peak demand insufficient to ensure grid reliability.** When the grid was powered mostly by fossil resources that could run 24x7, if there was enough capacity to meet peak demand one could reasonably assume that there would be enough in all other hours as well. However, many renewable resources do not run 24x7, so some of the capacity available during the hour of peak demand may not be during other hours where demand remains high but is slightly below the peak. **As California's grid decarbonizes, it becomes more important to develop a reliability framework**



that looks at all hours of the day, so that the variability of certain renewables neither prevents them from being valued when they are available nor becomes a threat to reliability when they're not.

On 8/7/20, stakeholders submitted proposals for how the RA program could do a better job of ensuring reliability outside the hour of peak demand that is currently its sole focus. CalCCA submitted a [joint proposal](#) with Southern California Edison that would introduce an energy accounting component to complement the program's current capacity requirement. All parties have been reviewing the proposals, and this fall there will be workshops, working groups, and comments to analyze and discuss them further.

GHG Reduction Planning, aka Integrated Resource Planning/Plan (IRP)

SVCE submitted its 2020 Integrated Resource Plan to the CPUC by September 1, 2020. Now that the all the load-serving entities (LSEs) have submitted their IRPs, CPUC staff will spend the fall reviewing and aggregating them to determine California's GHG emissions trajectory if all LSEs procure according to their IRPs. We expect to hear in late 2020 or early 2021 how the aggregated individual IRPs (call the "Preferred System Plan") compare to the Reference System Plan, as well as whether SVCE's IRP has been certified and whether LSEs will face another round of mandated procurement as we did in the previous IRP cycle.

Direct Access (DA)

[SB 237](#) (Hertzberg, 2018) expanded CA's DA program by 4,000 GWh and required the CPUC to conduct a study on the implications of fully reopening DA to all nonresidential electricity customers in the state. SVCE has been leading CalCCA's involvement in SB 237's [implementation proceeding](#) at the CPUC, where Commission staff were supposed finish the study and submit it to the legislature by 6/1/20. **The draft study, originally set to be released on 3/9/20, has been indefinitely delayed by the CPUC.** The delay has now extended far enough that we are unlikely to see DA-related legislation during the 2020 legislative session, but it remains a strong possibility in 2021. Since the program was not fully subscribed in 2021, the remaining capacity will be offered in 2022. PG&E will share the estimated amount of load that will depart in 2022 by September 11th.

Power Charge Indifference Adjustment (PCIA) Reform

Apart from the annual PCIA-setting that happens in the ERRA Forecast proceedings, the PCIA reform proceeding is dedicated to improving the methodology the ERRA uses to calculate the PCIA. This proceeding is also examining some deeper reforms such as allocation of excess investor-owned utility (IOU) resources directly to the CCAs and other load serving entities who's customers pay the PCIA. The proceeding has three working groups, each tackling a different set of issues. Working Group 1 got a [Decision](#) on the first half of its issues in October 2019 and a [second one](#) on remaining issues in March 2020. **The second Decision notably requires the IOUs to show the PCIA as a separate line item on all customer bills by 1/1/21.** This should facilitate more meaningful comparison between SVCE and PG&E generation rates since the PCIA already appears separately on SVCE customer bills. **The IOUs submitted Advice Letters proposing how to implement a PCIA line item on bundled customer bills on August 31st and fall 2020 will be spent on finalizing this process. The Joint CCAs are coordinating with PG&E on their proposal and have expressed their concerns about "bill presentation" and their preferred changes.**

Working Group 2, which examined options for CCAs to prepay the PCIA if they choose, received a [Final Decision](#) on 8/6. The Decision defines a process by which CCAs could prepay their PCIA, eliminating PCIA



volatility and uncertainty in future years while recovering the cost of the prepayment from their customers in a manner of their choosing. The CCA would have to enter negotiations with the appropriate IOU on the amount, payment timeline, and other terms and present these to the CPUC for approval in a joint application. The CPUC could then approve or reject the Application even if both the CCA and IOU support it.

While the Decision is a step in the right direction, the process it defines will make completion of PCIA prepayment deals difficult. The Decision gives the IOUs no requirement or fundamental incentive to enter such deals, so the negotiations leading up to the joint application are likely to be difficult. The Decision also allows the IOUs to charge a risk premium on prepayment deals in order to account for the possibility of PCIA forecasting error, increasing the cost of the prepayment option for CCAs. Another issue with the Decision is that it would require a CCA seeking prepayment to pay for IOU administrative costs associated with the application and even if the application is not approved. However, one positive aspect of the Decision is that it implicitly confirms that the IOUs are capable of providing longer-term PCIA forecasts than they have previously supplied, because a long-term PCIA forecast is necessary to determine the prepayment amount. If these longer-term PCIA forecasts are developed for prepayment purposes, there is potential for them to eventually be incorporated into broader PCIA planning. CalCCA filed [comments](#) on the PD on 7/20 and [reply comments](#) on 7/27. **CalCCA is meeting with other stakeholders like the Direct Access Customer Coalition as it considers filing a petition to modify the Decision.**

Working Group 3, addressing the aforementioned resource allocations, submitted its final report to the CPUC on 2/21/20. The report includes proposals for allocating GHG-free resources, RPS resources, and system/flex/local RA from the IOUs' portfolios to CCAs on a voluntary or involuntary basis (depending on the resource type). **Discussions around these issues are ongoing, and CalCCA along with Working Group 3 co-chairs Southern California Edison and Commercial Energy continue to meet with CPUC staff to explain the positions in the report. A final Decision from the Commission on these allocation proposals was originally expected in Q2 2020, and is now expected before the end of the year.**

Legislative

At the time of writing, the legislative session is in its last week. It will be completed by the time of the Board meeting but many of the biggest votes happen in the last few days, so a verbal update at the Board meeting will report on any final news items. The Senate will allow remote voting for the first time to account for another outbreak of COVID-19 among legislators and staff without losing the ability to vote in the final days of session.

	SEPTEMBER 2020	OCTOBER 2020	NOVEMBER 2020	DECEMBER 2020
MILESTONES				
ADMINISTRATION, POLICIES, ETC.	<p>Board of Directors, September 9:</p>	<p>Board of Directors, October 14 : <u>Consent:</u> Minutes July 2020 Treasurer Report Board Attestation of GreenStart</p> <p><u>Regular Calendar</u> Building Decarb Joint Action Plan Power Prepay Agreement Solar plus storage PPA (Tentative) Update to Strategic Plan</p>	<p>Board of Directors, November 13: <u>Consent:</u> Minutes August 2020 Treasurer Report</p> <p><u>Regular Calendar</u> Long term duration storage super JPA</p>	<p>Board of Directors, December 9: <u>Consent:</u> Minutes September 2020 Treasurer Report</p> <p><u>Regular Calendar</u> Outgoing Board member recognition</p>
	<p>Executive Committee, September 25: Building Decarb Joint Action Plan Board Succession Planning Update - Module Phase 1 Strategic Plan Discussion</p>	<p>Executive Committee, October 23: TBD</p>	<p>Executive Committee, November/December meeting: Nov. 23, 11 a.m.: TBD</p>	<p>Executive Committee, December: N/A</p>
	<p>Finance and Administration Committee, Sept. 15, 1pm: Power Prepay Agreement Discussion</p>			



Staff Report – Item 3

Item 3: Strategic Plan Update

From: Girish Balachandran, CEO

Prepared by: Andrea Pizano, Board Clerk/Executive Assistant

Date: 9/9/2020

This item is an informational update that will be addressed in the form of a presentation to the Board. The purpose is to provide an update on SVCE’s Strategic Plan.



Staff Report – Item 4

Item 4: Adopt Fiscal Year 2020-21 Operating Budget and Resolution Amending the Positions Chart, Job Classifications, and Salary Schedule

From: Girish Balachandran, CEO

Prepared by: Don Rhoads, Interim CFO
 Kevin Armstrong, Administrative Services Manager

Date: 9/9/2020

RECOMMENDATION

Staff recommends the Board approve the recommended Fiscal Year 2020-21 Operating Budget and Resolution 2020-26 amending the positions chart, job classifications, and salary schedule.

BACKGROUND

SVCE’s fiscal year starts in October of each year. Staff engages the Board via the Finance Committee and Board presentations to obtain feedback on the proposed budget. The Board determines Strategic Focus Areas and the budget is prepared to reflect the Board’s strategic outlook and the day-to-day operations needed to run the agency. At the August 12, 2020, Board meeting, staff presented the proposed FY20-21 budget and the accompanying Strategic Focus Areas. The Board engaged in discussion and provided feedback to staff. The accompanying budget reflects Board direction.

ANALYSIS & DISCUSSION

Follow-Up to Questions and Comments from Board Directors

The Board provided feedback to staff at the August 12th meeting when presented with the FY 2020-21 Proposed Operating Budget that resulted in minor changes to operating expenses. The recommended Operating Budget now results in an \$8.2 million balance available for reserves for fiscal year 2020-21. This is a \$197,000 decrease in the balance available for reserves compared to the Proposed Budget presented at the August 12, 2020 Board meeting due to additional recommended expenses as described below.

Changes to proposed budget since August Board meeting

- Increase to Regulatory Consulting budget
 - Rolling blackout follow-up / intervention
- Organizational Efficiencies and Review funding
 - Improve internal policies / procedures
- Renewable Power Prepay up-front costs
 - Majority of start-up costs to be repaid later through financing process
- Continued Work From Home (WFH) Employee Support

With these additional recommended operating expenses, the table below shows the comparison between the August Proposed Budget and currently Recommended Budget.

<i>\$ in Thousands</i>	Proposed Budget	Recommended Budget	Variance
Energy Revenues	264,415	264,415	0
Power Supply	234,662	234,662	0
Operating Margin	<u>\$ 29,753</u>	<u>\$ 29,753</u>	<u>\$ 0</u>
Operating Expenses	16,753	16,950	197
Non-Operating Income/(Expense)	1,108	1,108	0
Transfers, Debt Service and Other Expenses	5,670	5,670	0
Balance Available For Reserves	<u>\$ 8,439</u>	<u>\$8,242</u>	<u>\$197</u>

Forward looking adjustments not included in the budget

In addition to the deltas described above, there are additional sources of budget variability that are not yet sufficiently firm to include in this recommended budget, but which should become clearer in the coming months and will be brought to the Board with additional funding requests at that time.

In particular, the rolling blackouts experienced in August and the underlying variability in the power market both point both to additional necessary regulatory work at both the CAISO and CPUC. In addition, collaboration with CalCCA will center on the industry response to the rolling blackouts, the resource adequacy market, and necessary advocacy efforts to preserve and protect CCA interests.

Longer-term, staff has identified efforts around customer equity and deeper government relations efforts, particularly with local member agencies, that will require additional personnel and program expenditures. To support those efforts, staff intends to return to the Board with proposals for additional staffing on both the power resources and policy teams in the coming months.

The following discussion related to Revenues, Expenses and Capital Expenditures is the same as what was provided in the staff report for the August 12 Board meeting and is included again here for your information.

Revenues

- Energy revenues are projected to be \$264.4 million, which is a \$22.2 million or 7.8% decrease from estimated FY 2019-20 energy revenues. As noted above, this decrease is primarily due to an expected continuation of load loss from C&I customers during the fiscal year resulting from the impacts of the COVID-19 virus and an expected increase in the Power Charge Indifference Adjustment (PCIA) starting in October 2020. Projected revenues assume rates are adjusted to achieve a 1% discount to PG&E customer generation rates, rather than the current 4% discount, starting in October 2020. This adjustment is necessary to help offset the large expected PCIA increase and to maintain the recently assigned Moody's credit

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rating of Baa2. No significant changes to PG&E rates are expected until the beginning of 2021.

- Interest income is projected to decrease by \$845,000 due to a reduction in interest rates.
- Grant income includes projected receipts from the Bay Area Air Quality Management District (BAAQMD) related to the Heat Pump Water Heater Program.

Expenses

Energy expenses are projected to be \$234.7 million in FY 2020-21, a \$4.4 million decrease due to expected load loss in 2020-21.

Operating expenses are projected to be \$16.95 million, a \$1.6 million increase over FY 2020-21. The primary drivers include an increase in personnel, as well as professional services to support program development and power supply operations.

- Data Management and PG&E billing expenses are expected to show minimal change.
- Employment expenses project to increase by \$1.1 million from the FY 19-20 midyear adjusted budget. The primary drivers include:
 - The Board approved the addition of three (3) new positions during FY 19-20, including a Senior Data Engineer in the Decarbonization and Grid Innovations Programs Department, a Principal Power Analyst in the Power Resources Department, and a Director of Regulatory and Legislative Policy. Two (2) new positions are being recommended for FY 20-21 and are included in this budget. Together, these additional positions result in a total Full-Time Equivalent (FTE) count of 31 positions. This FTE count is on the lower end of comparable CCAs.
 - The budget includes a salary savings rate of 5% to recognize that positions are likely to remain open for part of the year.
 - Personnel expenditures total \$6.2 million in FY 20-21, which represents 2.4% of total expenses.
 - Salary tables including the minimum and maximum pay ranges per job title were held constant from FY 19-20. Staff salaries will be adjusted within those ranges based on performance.
- Professional Services expenses are projected to increase slightly by \$0.4 million, with most departments remaining flat overall from the reductions made in the FY 19-20 Midyear Budget. Drivers include:
 - Funding to implement computer systems to manage Power Supply transactions.
 - Funding to support negotiations of long-term power purchase agreements and for the preparation and filing of the Integrated Resource Plan (IRP).
 - Support of a pro-active approach to legislative and regulatory issues including the funding of representation in the PG&E general rate case.
 - Support for Programs initiatives, including Piloting of C&I offerings / long-term contracts, (e.g. GreenPrime Direct, EcoInvestment Discount).
 - Support for community resilience programs, including planning and capex support to member agencies through CRCR efforts and solar+storage offerings through a partnership with Sunrun.
- Marketing & Promotions expenses project to increase by \$0.1 million to fund:
 - Outreach focus shift to digital engagement (vs. physical events) due to COVID
 - Comprehensive campaigns and promotions leveraging the new eHub (Customer Resource Center)
 - Expanded SVCE print/digital advertising campaign and collateral around electrification, EV infrastructure, resiliency, innovation, workforce)

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- Notification expenses are projected to decline, given the implementation of electronic noticing for several required items.
- Building Lease expenses are projected to remain flat.
- General & Administrative expenses are projected to increase by \$0.1 million primarily to fund software support for Programs, including developing DAISY 2.0, a comprehensive data analytics platform to provide cross-functional support across SVCE
- Financing expenses include the funding for the renewal of the line of credit.

Capital Expenditures, Interfund Transfers and Other

The proposed operating budget shows a reduction of \$8.3 million compared to the FY 2019-20 Mid-Year Budget.

- The large reduction is due to the one-time nature of the CRCR funding from FY 2019-20.
- Capital expenses were delayed from their anticipated expenditure during FY 19-20 due to COVID-related construction delays. The \$0.4 million carried over from the FY 19-20 budget will fund those delayed expenses related to the office move.
- Transfer to the Programs Fund projects is calculated based on 2% of projected annual energy revenues.

STRATEGIC PLAN

The Proposed FY 2020-21 Operating Budget funds the goals of the strategic plan.

ALTERNATIVE

This report is being provided to inform the Board of the activities associated with the development of the FY 2020-21 Operating Budget. Consideration of alternatives are requested by staff, and the Board of Directors in developing a final budget recommendation.

FISCAL IMPACT

The Proposed FY 2020-21 Operating Budget includes total revenues of \$265.7 million and total expenses and transfers to other funds of \$257.5 million projecting a surplus of \$8.2 million.

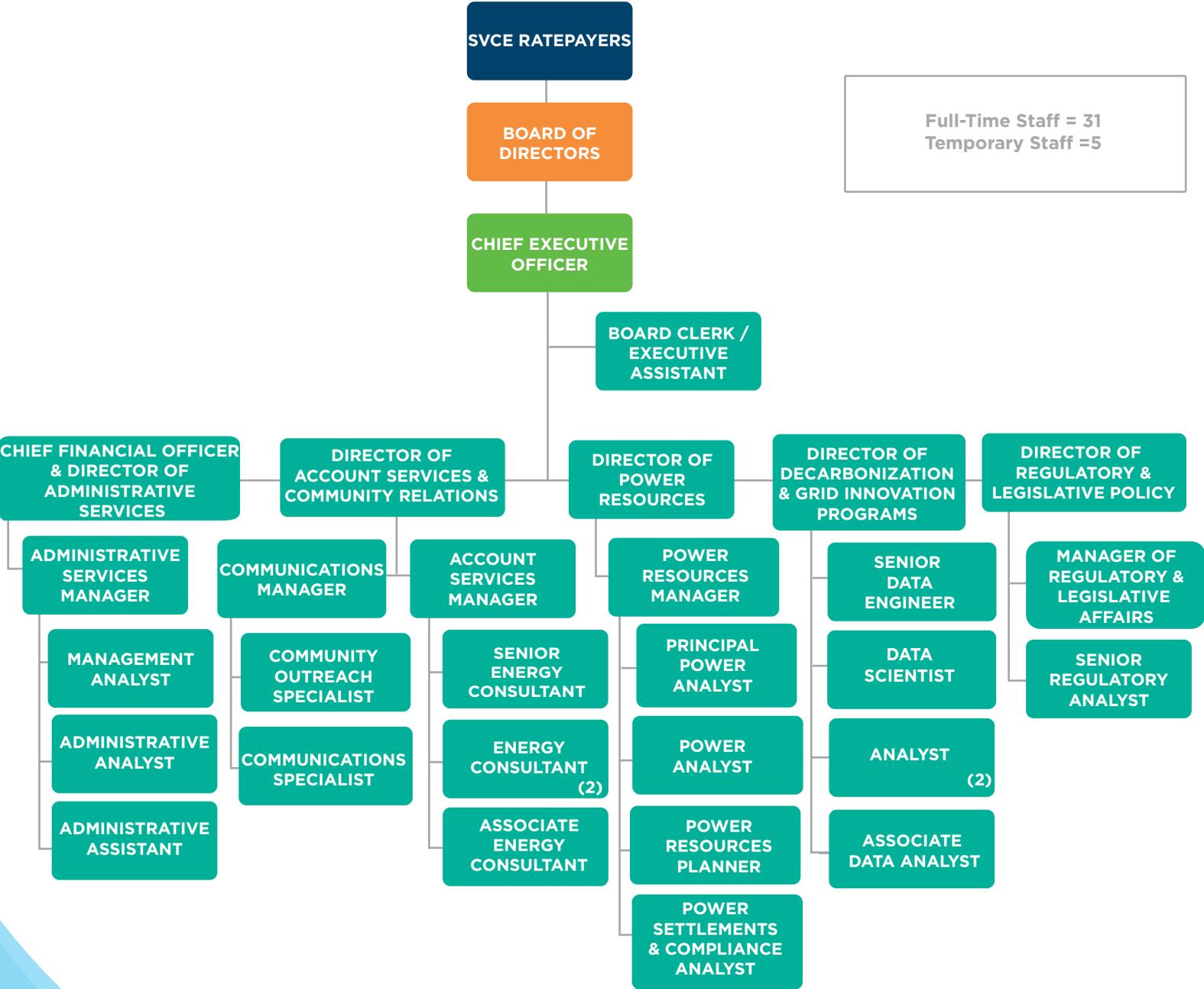
ATTACHMENTS

1. Recommended FY 2020-21 Operating Budget and Positions Chart – Funded Positions
2. Resolution 2020-26 – Amendment of the Positions Chart, Job Classifications, and Salary Schedule
3. Job Descriptions for New Positions: Associate Power Analyst, Power Analyst, Senior Power Analyst, and Data Scientist

SILICON VALLEY CLEAN ENERGY
FY 2020-21 RECOMMENDED OPERATING BUDGET
(\$ in thousands)

DESCRIPTION	FY 2019-20 BUDGET AS ADOPTED MIDYEAR	FY 2020-21 RECOMMENDED BUDGET	VARIANCE	
			\$	%
ENERGY REVENUES				
Energy Sales	285,540	263,524	(22,016)	-7.7%
Green Prime Premium	1,100	891	(209)	-19.0%
TOTAL ENERGY REVENUES	<u>286,640</u>	<u>264,415</u>	<u>(22,225)</u>	<u>-7.8%</u>
ENERGY EXPENSES				
Power Supply	239,070	234,662	(4,408)	-1.8%
OPERATING MARGIN	<u>47,570</u>	<u>29,753</u>	<u>(17,817)</u>	<u>-37.5%</u>
OPERATING EXPENSES				
Data Management	3,160	3,020	(140)	-4.4%
PG&E Fees	1,260	1,350	90	7.1%
Employment Expenses	5,120	6,240	1,120	21.9%
Professional Services	3,420	3,800	380	11.1%
Marketing & Promotions	740	870	130	17.6%
Notifications	160	100	(60)	-37.5%
Lease	500	500	0	0.0%
General & Administrative	960	1,070	110	11.5%
TOTAL OPERATING EXPENSES	<u>15,320</u>	<u>16,950</u>	<u>1,630</u>	<u>10.6%</u>
OPERATING INCOME (LOSS)	<u>32,250</u>	<u>12,803</u>	<u>(19,447)</u>	<u>-60.3%</u>
NON-OPERATING REVENUES				
Other Income	0	50	50	-
Interest Income	2,000	1,155	(845)	-42.3%
Grant Income	160	68	(92)	-57.5%
TOTAL NON-OPERATING REVENUES	<u>2,160</u>	<u>1,273</u>	<u>(887)</u>	<u>-41.1%</u>
NON-OPERATING EXPENSES				
Financing	290	165	(125)	-43.1%
Interest	0	0	0	-
TOTAL NON-OPERATING EXPENSES	<u>290</u>	<u>165</u>	<u>(125)</u>	<u>-43.1%</u>
TOTAL NON-OPERATING INCOME (EXPENSES)	<u>1,870</u>	<u>1,108</u>	<u>(762)</u>	<u>-40.7%</u>
CHANGE IN NET POSITION	<u>34,120</u>	<u>13,911</u>	<u>(20,209)</u>	<u>-59.2%</u>
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Capital Outlay	400	400	0	0.0%
Other	50	0	(50)	-
Transfer to CRCR Fund	8,500	0	(8,500)	-
Transfer to Programs Fund	5,050	5,270	220	4.4%
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>\$14,000</u>	<u>\$5,670</u>	<u>(8,330)</u>	<u>-59.5%</u>
BALANCE AVAILABLE FOR RESERVES	<u>\$20,120</u>	<u>\$8,241</u>	<u>(\$11,879)</u>	<u>-59.0%</u>

POSITIONS CHART



Full-Time Staff = 31
Temporary Staff = 5

* Funded Positions

RESOLUTION NO. 2020-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AMENDING THE APPROVED POSITIONS CHART, JOB CLASSIFICATIONS AND SALARY SCHEDULE TO ADD THE POSITIONS OF ASSOCIATE POWER ANALYST, POWER ANALYST, SENIOR POWER ANALYST AND DATA SCIENTIST

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 has amended the Organization Chart and Salary Schedule to add and delete positions and update salaries with the adoption of Resolution Nos. 2017-07, 2017-10, 2018-06, 2018-10, 2019-04, 2019-15, 2020-09, 2020-15 and 2020-20; and

WHEREAS, Resolution No. 2019-04 also renamed the Organization Chart as the Positions Chart; and

WHEREAS, to meet the needs of the Authority, the Chief Executive Officer recommends that the Board amend the existing schedule of job classification titles and salary ranges to add the positions of Associate Power Analyst, Power Analyst, Senior Power Analyst and Data Scientist.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Authority’s schedule of job classification titles and salary ranges is amended to add the positions of Associate Power Analyst, Power Analyst, Senior Power Analyst and Data Scientist. The following schedule of job classification titles and salary ranges shall replace and supersede the schedule shown in Resolution 2020-20:

Title	Minimum Salary (Annual \$)	Maximum Salary (Annual \$)
Account Services Manager	111,648	175,447
Administrative Services Manager	120,952	190,067
Administrative Analyst	83,737	143,428
Administrative Assistant	55,824	88,601
Analyst	83,737	131,585
Associate Analyst	69,780	109,654

Title	Minimum Salary (Annual \$)	Maximum Salary (Annual \$)
Associate Data Analyst	82,684	122,559
Associate Energy Consultant	69,780	109,654
Associate Power Analyst	82,684	122,559
Associate Legislative Analyst	72,106	113,310
Board Clerk / Executive Assistant	102,344	165,651
Chief Financial Officer and Director of Administrative Services	148,865	259,662
Communications Manager	111,648	175,447
Communications Specialist	60,476	98,835
Community Outreach Specialist	60,476	98,835
Data Analyst	96,641	144,489
Data Scientist	110,597	158,446
Director of Account Services and Community Relations	148,865	233,929
Director of Decarbonization and Grid Innovation Programs	132,056	233,929
Director of Power Resources	176,776	277,791
Director of Regulatory and Legislative Policy	148,865	233,929
Energy Consultant	83,737	131,585
Management Analyst	102,344	160,827
Manager of Decarbonization and Grid Innovation Programs	120,952	190,067
Manager of Regulatory & Legislative Affairs	124,552	188,351
Power Analyst	96,641	144,489
Power Resources Manager	139,561	219,309
Power Resources Planner	120,952	190,067
Power Settlements & Compliance Analyst	102,344	160,827
Principal Power Analyst	120,952	190,067
Rates Manager	120,952	190,067
Senior Analyst	97,692	145,542
Senior Communications Specialist	72,956	110,835
Senior Community Outreach Specialist	72,956	110,835
Senior Data Analyst	110,597	158,446
Senior Data Engineer	122,597	170,446
Senior Energy Consultant	97,692	145,542
Senior Power Analyst	110,597	158,446
Senior Rates Analyst	110,172	165,996
Senior Regulatory Analyst	97,692	153,516

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 Approved Positions Chart adopted by Resolution 2020-20.

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 listed positions.

ADOPTED AND APPROVED this 9th day of September, 2020 by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Gibbons				
City of Cupertino	Director Sinks				
City of Gilroy	Director Tovar				
City of Los Altos	Director Fligor				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Montano				
City of Monte Sereno	Director Ellahie				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Ellenberg				
City of Saratoga	Director Miller				
City of Sunnyvale	Director Smith				

Chair

ATTEST:

Clerk

Attachment 1: SVCE Approved Positions Chart

SVCE Positions Chart

Chief Executive Officer
Board Clerk/Executive Assistant
Chief Financial Officer and Director of Administrative Services
Rates Manager
Senior Rates Analyst
Administrative Services Manager
Management Analyst
Administrative Analyst
Administrative Assistant
Director of Account Services & Community Relations
Account Services Manager
Senior Energy Consultant
Energy Consultant
Associate Energy Consultant
Communications Manager
Senior Communications Specialist
Senior Community Outreach Specialist
Community Outreach Specialist
Communications Specialist
Director of Power Resources
Power Resources Manager
Principal Power Analyst
Senior Power Analyst
Power Analyst
Associate Power Analyst
Power Resources Planner
Power Settlements & Compliance Analyst
Director of Decarbonization & Grid Innovation Programs
Manager of Decarbonization & Grid Innovation Programs
Senior Data Engineer
Data Scientist
Senior Analyst
Analyst
Associate Analyst
Senior Data Analyst
Data Analyst
Associate Data Analyst
Director of Regulatory & Legislative Policy
Manager of Regulatory & Legislative Affairs
Senior Regulatory Analyst
Associate Regulatory Analyst

*This approved list of Job Titles has more positions than the number of FTEs funded by the Board via the Budget, to provide flexibility to hire at the right level and also provide advancement opportunities



ASSOCIATE POWER ANALYST

SALARY RANGE: \$82,684 - \$122,559

SUMMARY DESCRIPTION

The Power Resources department ("Front Office") is responsible for supplier and power resource origination, meeting all load energy obligations, portfolio risk management, asset and portfolio optimization, power settlements and compliance. Under general direction of the Director of Power Resources, the Power Analyst ("Analyst"), supports efforts related to power portfolio planning, energy risk management, rate development, custom product offerings for large customers, load analytics and forecasting. The Analyst will support the Front Office and work closely with other SVCE teams as needed. The ideal candidate must possess experience with energy data analytics, power project valuation, decision analysis and standard energy modeling and simulation software packages.

SUPERVISION RECEIVED AND EXERCISED

This position may report directly to the Director of Power Resources or another member of the Front Office team. Management of consultants and contractors is expected. This position has no direct reports however may supervise temporary and/or internship positions.

ESSENTIAL FUNCTIONS

The ideal candidate should have strong analytical skills, knowledge of energy fundamentals and wholesale energy markets, risk management and accounting concepts (cost to serve load), forecasting, and ability to manage large sets of data. The Analyst will provide analytical support to the Front Office, with the following responsibilities:

- Design, program, modify, and operate systems for measuring, monitoring, and reporting financial risk from power supply positions.
- Calculating Value at Risk, Mark to Market, Gross Margin at Risk, PPA valuation, and other risk metrics.
- Lead or support the load forecasting function for various end-uses including long-term energy planning, resource adequacy, procurement, and scheduling.
- Support efforts to develop systems/processes to implement new renewable resources and ensure optimization of resources in wholesale energy markets.
- Support integrated resource planning, modeling and implementation efforts.
- Create and maintain various supply and demand-side models to support key forecasting, procurement and programmatic initiatives and/or compliance requirements including energy hedges, resource adequacy, carbon-free and RPS.
- Support internal analysis and modeling of innovative rate design for new SVCE offerings or new program offerings.
- Provide internal technical analyses to assess impact of programs and policies on SVCE's operations.
- Write staff reports and presentations for Board and Committee meetings.

- Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

- Principles of electricity generation, transmission and distribution.
- Knowledge of California energy markets and energy products, energy trading and trade capture processes, and standard risk management policies and strategies.
- Strong skills in statistics, machine learning, and optimization algorithms and principles, and their application.
- California regulatory bodies and agencies (i.e., CPUC, CEC, CARB, BAAQMD and CAISO) policies and requirements applicable to load serving entities.
- Proficiency or working understanding of energy deal trade management systems and electric supply modeling/dispatch software such as Ascend Analytics PowerSimm and BatterySimm; Plexos, Aurora, and Sevrin.
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Expert proficiency in Excel modeling, Access Data Base and Tableau.
- SQL/programming proficiency.
- Extract data, perform various analyses, and translate findings into meaningful business recommendations.
- Be self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Superior project management skills, including managing multiple priorities.
- Experience supporting and working with cross-functional teams in a dynamic environment.
- Excellent communication skills, including distilling complex information in a simple and understandable manner.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor's Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master's Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Minimum of two (2) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization.

LICENSE: Possession of a valid Class C California driver's license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events. Remote/telework may be included.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----



POWER ANALYST

SALARY RANGE: \$96,641 - \$144,489

SUMMARY DESCRIPTION

The Power Resources department ("Front Office") is responsible for supplier and power resource origination, meeting all load energy obligations, portfolio risk management, asset and portfolio optimization, power settlements and compliance. Under general direction of the Director of Power Resources, the Power Analyst ("Analyst"), supports efforts related to power portfolio planning, energy risk management, rate development, custom product offerings for large customers, load analytics and forecasting. The Analyst will support the Front Office and work closely with other SVCE teams as needed. The ideal candidate must possess experience with energy data analytics, power project valuation, decision analysis and standard energy modeling and simulation software packages.

SUPERVISION RECEIVED AND EXERCISED

This position may report directly to the Director of Power Resources or another member of the Front Office team. Management of consultants and contractors is expected. This position has no direct reports however may supervise temporary and/or internship positions.

ESSENTIAL FUNCTIONS

The ideal candidate should have strong analytical skills, knowledge of energy fundamentals and wholesale energy markets, risk management and accounting concepts (cost to serve load), forecasting, and ability to manage large sets of data. The Analyst will provide analytical support to the Front Office, with the following responsibilities:

- Design, program, modify, and operate systems for measuring, monitoring, and reporting financial risk from power supply positions.
- Calculating Value at Risk, Mark to Market, Gross Margin at Risk, PPA valuation, and other risk metrics.
- Lead or support the load forecasting function for various end-uses including long-term energy planning, resource adequacy, procurement, and scheduling.
- Support efforts to develop systems/processes to implement new renewable resources and ensure optimization of resources in wholesale energy markets.
- Support integrated resource planning, modeling and implementation efforts.
- Create and maintain various supply and demand-side models to support key forecasting, procurement and programmatic initiatives and/or compliance requirements including energy hedges, resource adequacy, carbon-free and RPS.
- Support internal analysis and modeling of innovative rate design for new SVCE offerings or new program offerings.
- Provide internal technical analyses to assess impact of programs and policies on SVCE's operations.
- Write staff reports and presentations for Board and Committee meetings.

- Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

- Principles of electricity generation, transmission and distribution.
- Knowledge of California energy markets and energy products, energy trading and trade capture processes, and standard risk management policies and strategies.
- Strong skills in statistics, machine learning, and optimization algorithms and principles, and their application.
- California regulatory bodies and agencies (i.e., CPUC, CEC, CARB, BAAQMD and CAISO) policies and requirements applicable to load serving entities.
- Proficiency or working understanding of energy deal trade management systems and electric supply modeling/dispatch software such as Ascend Analytics PowerSimm and BatterySimm; Plexos, Aurora, and Sevrin.
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Expert proficiency in Excel modeling, Access Data Base and Tableau.
- SQL/programming proficiency.
- Extract data, perform various analyses, and translate findings into meaningful business recommendations.
- Be self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Superior project management skills, including managing multiple priorities.
- Experience supporting and working with cross-functional teams in a dynamic environment.
- Excellent communication skills, including distilling complex information in a simple and understandable manner.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor's Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master's Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Minimum of four (4) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization.

LICENSE: Possession of a valid Class C California driver's license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events. Remote/telework may be included.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----



SENIOR POWER ANALYST

SALARY RANGE: \$110,597 - \$158,446

SUMMARY DESCRIPTION

The Power Resources department ("Front Office") is responsible for supplier and power resource origination, meeting all load energy obligations, portfolio risk management, asset and portfolio optimization, power settlements and compliance. Under general direction of the Director of Power Resources, the Power Analyst ("Analyst"), supports efforts related to power portfolio planning, energy risk management, rate development, custom product offerings for large customers, load analytics and forecasting. The Analyst will support the Front Office and work closely with other SVCE teams as needed. The ideal candidate must possess experience with energy data analytics, power project valuation, decision analysis and standard energy modeling and simulation software packages.

SUPERVISION RECEIVED AND EXERCISED

This position may report directly to the Director of Power Resources or another member of the Front Office team. Management of consultants and contractors is expected. This position has no direct reports however may supervise temporary and/or internship positions.

ESSENTIAL FUNCTIONS

The ideal candidate should have strong analytical skills, knowledge of energy fundamentals and wholesale energy markets, risk management and accounting concepts (cost to serve load), forecasting, and ability to manage large sets of data. The Analyst will provide analytical support to the Front Office, with the following responsibilities:

- Design, program, modify, and operate systems for measuring, monitoring, and reporting financial risk from power supply positions.
- Calculating Value at Risk, Mark to Market, Gross Margin at Risk, PPA valuation, and other risk metrics.
- Lead or support the load forecasting function for various end-uses including long-term energy planning, resource adequacy, procurement, and scheduling.
- Support efforts to develop systems/processes to implement new renewable resources and ensure optimization of resources in wholesale energy markets.
- Support integrated resource planning, modeling and implementation efforts.
- Create and maintain various supply and demand-side models to support key forecasting, procurement and programmatic initiatives and/or compliance requirements including energy hedges, resource adequacy, carbon-free and RPS.
- Support internal analysis and modeling of innovative rate design for new SVCE offerings or new program offerings.
- Provide internal technical analyses to assess impact of programs and policies on SVCE's operations.
- Write staff reports and presentations for Board and Committee meetings.

- Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

- Principles of electricity generation, transmission and distribution.
- Knowledge of California energy markets and energy products, energy trading and trade capture processes, and standard risk management policies and strategies.
- Strong skills in statistics, machine learning, and optimization algorithms and principles, and their application.
- California regulatory bodies and agencies (i.e., CPUC, CEC, CARB, BAAQMD and CAISO) policies and requirements applicable to load serving entities.
- Proficiency or working understanding of energy deal trade management systems and electric supply modeling/dispatch software such as Ascend Analytics PowerSimm and BatterySimm; Plexos, Aurora, and Sevrin.
- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning).
- Expert proficiency in Excel modeling, Access Data Base and Tableau.
- SQL/programming proficiency.
- Extract data, perform various analyses, and translate findings into meaningful business recommendations.
- Be self-directed and comfortable operating in a dynamic, fast-paced start-up environment.
- Superior project management skills, including managing multiple priorities.
- Experience supporting and working with cross-functional teams in a dynamic environment.
- Excellent communication skills, including distilling complex information in a simple and understandable manner.

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION: A Bachelor's Degree from an accredited university or college in science, technology, engineering, mathematics, environmental science, or a related, quantitative field. A Master's Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Minimum of six (6) years, depending on level, of progressively responsible experience as an analyst at an electric utility, regulatory agency, cleantech company, or similar organization.

LICENSE: Possession of a valid Class C California driver's license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events. Remote/telework may be included.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----



DATA SCIENTIST

SALARY RANGE: \$110,597 - \$158,446

SUMMARY DESCRIPTION

The Data Scientist works under the direction of the Director for Decarbonization & Grid Innovation to lead high-impact analyses to develop actionable insight for SVCE's business functions to support achieving our decarbonization mission. This position works closely with the Directors and Managers of other teams (Power Supply, Account Services & Community Relations, Legislative & Regulatory Effectiveness, Administrative & Finance).

SUPERVISION RECEIVED AND EXERCISED

This position reports directly to the Director of Decarbonization and Grid Innovation. Significant management of projects, consultants and contractors is required.

ESSENTIAL FUNCTIONS

- Collaborate across internal teams to understand business and policy challenges, goals and objectives and translate them into high-impact, data analytics use cases (e.g. load forecasting, customer segmentation, precision program design, etc.)
- Develop models and algorithms to generate actionable insight from data across the organization
- Evaluate and deploy third-party models, algorithms and tools, where appropriate
- Design, develop and maintain data analytics dashboards and visualization tools
- Develop, perform and maintain queries and reports
- Support troubleshooting data quality and transfer issues with services providers, PG&E, and customers
- Support configuration and maintenance of the organization's data systems (cloud-based data warehouse, CRM, etc.)
- Support data requests with key Silicon Valley stakeholders such as research institutions, start-ups, high-tech, students and the community

KNOWLEDGE, SKILLS, AND ABILITIES

- Strong understanding of statistics, machine learning, and optimization algorithms and principles, and their application (regression analysis, time series, probabilistic models, supervised classification and unsupervised learning)
- A successful history of manipulating, processing and extracting value from large datasets
- Excellent programming and statistical programming skills, including Python and R
- Working knowledge of message queuing, stream processing, and highly scalable 'big data' data stores

- Advanced working SQL knowledge and experience working with relational databases, query (SQL) as well as working familiarity with a variety of databases
- Subject matter expertise in one or more of the following topics: wholesale electricity markets, retail electricity markets, retail rate design, deep decarbonization, electrification, building energy usage, electric vehicles, energy efficiency, energy resources and procurement
- Superior project management skills, including managing multiple priorities
- Self-directed and comfortable operating in a dynamic, fast-paced start-up environment
- Experience supporting and working with cross-functional teams in a dynamic environment
- Ability to work independently and in a team
- Excellent communication skills, including distilling complex information in a simple and understandable manner

REQUIRED QUALIFICATIONS

Experience and Training Guidelines: *Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

EDUCATION: A Bachelor's Degree from an accredited university or college in science, technology, engineering, mathematics, or a related, quantitative field. A Master's Degree in the aforementioned fields can substitute for up to one year of the required experience. A Doctoral Degree in the aforementioned fields can substitute for up to three years of the required experience.

EXPERIENCE: Four (4) years of progressively responsible experience as a data engineer at an electric utility, cleantech company, software company, or similar organization.

LICENSE: Possession of a valid Class C California driver's license and a satisfactory driving record at the time of hire.

PHYSICAL AND WORKING CONDITIONS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT: Work is performed in a typical office setting with exposure to computer screens and at public events (fairs, meeting rooms, farmers' markets, etc.) with moderate noise and will require some evening and weekend work. The noise level in the work environment is usually typical of an office environment and public events.

PHYSICAL: While performing the duties of this class, employees are regularly required to sit, walk, and stand; talk or hear, in person and by telephone; reach with hands and arms. Employees are occasionally required to walk, and stand for prolonged periods; stoop, bend, kneel and twist; and may lift up to 20 pounds. Employees must be able to

communicate in person, in writing, and by telephone with Board members, management, co-workers, vendors, consultants, and with the public in face-to-face, one-on-one, and group settings.

VISION: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and, operate assigned equipment.

HEARING: Hear in the normal audio range with or without correction.

-----SVCE IS AN EQUAL OPPORTUNITY EMPLOYER-----



Staff Report – Item 5

Item 5: Long-term Power Prepay Agreement Update

From: Girish Balachandran, CEO

Prepared by: Andrea Pizano, Board Clerk/Executive Assistant

Date: 9/9/2020

This item will be addressed in the form of an oral report and a presentation to the Board of Directors.